

PART 52

SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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SUBPART 52.1 - INSTRUCTIONS FOR USING PROVISIONS AND CLAUSES

52.101 Using Part 52.

(b) Numbering.

(2) Provisions or clauses that supplement FAR and DFARS.

(ii) Only those provisions and clauses in this directive that are codified are preceded by an assigned CFR chapter number.

(B) See 1.301-91(c).

(f) Dates. Provisions and clauses in this directive that were formerly in the Defense Logistics Procurement Regulation (DLPR) bear the DLPR date when the provision or clause was transferred verbatim to this directive or when only editorial changes were made. Where only editorial changes were made to clauses or provisions in this edition, the date was not changed.

**52.102 Incorporating provisions and clauses.**

**(b) (90) The following Web address shall be inserted in the spaces provided for this purpose in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, and the clause at FAR 52.252-2, Clauses Incorporated by Reference:**  
**<http://www.dla.mil/j-3/j-336/icps.htm>. (This page can also be reached by accessing the J-336 Web page at <http://www.dla.mil/j-3/j-336/logisticpolicy/procurementlinks2.htm> and selecting "Go to FAR/DFARS & Local Clauses."**

- (91) The Web page referenced above will provide links to all provisions and clauses (FAR, DFARS, DLAD, and local) that are incorporated by reference in DLA solicitations and awards. J-336 shall maintain the Web page and the DLAD provisions and clauses. Buying activities shall maintain their local provisions and clauses.
- (92) Buying activities shall also ensure that quality assurance provisions (QAPs), contract data requirements lists (CDRLs), and other similar contract requirements can be accessed electronically and are incorporated by reference. If the electronic address where these documents can be accessed is other than the Web page referenced above, that address shall also be identified in FAR 52.252-1 and 52.252-2.
- (93) Archive databases of provisions, clauses, and other contract requirements that are incorporated by reference and have been superseded within the last three years (or longer period, if determined appropriate by the buying activity) shall also be maintained and made accessible electronically. The archive database shall identify a point of contact who can provide older documents that are not available in the archive database. J-336 and the buying activities shall maintain the DLAD and local archives, respectively.
- (94) Buying activities may identify reasonable circumstances when incorporation in full text is appropriate, such as the following:
- (i) For approximately the first six months after a significant new policy is issued (e.g., Central Contractor Registration);
  - (ii) When incorporation by reference is not practical, effective, or efficient (e.g., when a provision or clause is almost entirely composed of fill-ins);
  - (iii) When noncompliance with contract terms is significantly reduced by incorporation in full text; or
  - (iv) When incorporation in full text is more suitable to the nature of the

*business segment (e.g., for commodities subject to voluminous technical requirements that change frequently).*

\* \* \* \* \*

SUBPART 52.2 - TEXTS OF PROVISIONS AND CLAUSES

52.200 Scope of subpart.

This subpart sets forth the texts of all DLAD provisions and clauses, and for each provision and clause, gives a cross-reference to the location in the DLAD that prescribes its use.

52.208-9000 Price adjustment on Federal Prison Industries, Inc. (FPI) contracts/orders.

As prescribed in 8.604(c)(90)(i), insert the following clause:

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

The unit price in this contract/order is subject to later adjustment if necessary to incorporate the results of agreement between the Commissioner of FPI and the Executive Director, **Logistics Policy and Acquisition Management**, HQ DLA, or their authorized representatives. The arbitration provision of Section 4124 of Title 18, United States Code, shall not be exercised except in the case of a disagreement on the part of the Commissioner, FPI and the Executive Director, **Logistics Policy and Acquisition Management**, HQ DLA.

(End of clause)

52.211-9000 **Government** surplus material

As prescribed in 11.302(90), insert the following clause:

**GOVERNMENT SURPLUS MATERIAL (MAY 1999) - DLAD**

(a) With respect to the surplus supplies being offered, the Offeror **represents that**:

(1) *The supplies are unused and in good condition.*

(2) *The supplies were purchased by the Offeror from the Government selling agency or other source identified below. (If the supplies were purchased from a Government selling agency, identify the agency, the contract date, and the contract number. If the supplies were purchased from the Government by a source other than the Offeror, also identify that source and its address. If complete information is not available, attach an explanation as to when, where, and how the property was acquired.)*

<i>Government Selling Agency Or Other Source</i>	<i>Contract Date (Month, Year)</i>	<i>Contract Number</i>
------------------------------------------------------	----------------------------------------	------------------------

(3) *The supplies (i) // have // have not been altered, modified, or refurbished, and (ii) // do // do not contain cure dated components. (If the supplies are to be reconditioned or altered, attach a complete description of the work to be done.)*

(4) *The Offeror //has // does not have the supplies. (If the Offeror does not have the supplies, attach an explanation as to how the offered quantities will be secured.)*

(5) *If items have data plates attached, the Offeror has furnished a copy of information contained thereon, which is stated below:*

(6) *The offered item(s) // are // are not in their original package. (If the original package is being used, state below all original markings and data, including original contract number, cited on the package, and provide a copy or facsimile of package markings.)*

<i>Contract Number</i>	<i>NSN</i>	<i>Cage Code</i>	<i>Part Number</i>	<i>Other Markings/Data</i>
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(b) *The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus supplies will be performed at*

*origin or destination subject to all applicable provisions for origin or destination inspection.*

*(c) Failure to provide the information requested by this clause may result in rejection of the offer for failure to meet the requirements of the solicitation.*

(End of Clause)

52.211-9001 Market Acceptance.

As prescribed in 11.103(a), insert the following provision:

MARKET ACCEPTANCE (FEB 1996) - DLAD

The Offeror shall provide with its offer the following information to establish that the offer meets the market acceptance criteria in the requirements document: [the Contracting Officer shall insert the specific documentation requirements].

(End of provision)

Alternate I (FEB 1996) - DLAD. The contracting officer may substitute the following paragraph for the basic provision to obtain documentation after offers are received:

The Government reserves the right to request information to establish that the offer meets the market acceptance criteria in the requirements document.

52.211-9002 Priority rating.

As prescribed in 11.604(90), insert the following clause:

PRIORITY RATING (MAR 2000) - DLAD

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize **the** assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise **the Defense Contract Management Agency DCMA** or the appropriate DSC **DPAS** officer through the **cognizant Administrative Contracting Officer** or **Procuring** Contracting officer. The **DPAS** officer or the **DCMA plant representative** will provide necessary assistance or provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the **DoC who will review** and take action to make the needed supplies available to the applicant **when deemed appropriate**.

(End of clause)

52.211-9003 Conditions for Evaluation of Offers of Surplus Material.

As prescribed in 11.302(90), use the following provision:

CONDITIONS FOR EVALUATION OF OFFERS OF SURPLUS MATERIAL  
(JUN 1999) - DLAD

*(a) The Agency will evaluate offers of surplus material when the contracting officer determines the offeror is otherwise in line for award, after adding the cost of evaluation (\$200 for internal evaluation and, if applicable, an additional \$500 for Engineering Support Activity (ESA) evaluation plus any additional fees required for special testing and/or inspection). The Agency will evaluate an offer of surplus material even when the offeror is not otherwise in line for award, if avoidance or significant improvement of a backorder situation, or the urgency of need, overrides the cost effectiveness of conducting the evaluation, or the benefits of awarding to another offeror otherwise in line for award. If it is determined that an urgent requirement for the item exists, and the time to perform the evaluation and effect delivery would exceed the time to effect delivery from a non-surplus offeror, then the offer of surplus material will not be considered. If the solicitation advises that offers of surplus material will only be evaluated to accommodate unique contingencies, offerors may offer surplus material at their own risk.*

(b) Offers of surplus material require supporting documentation to demonstrate that the material being offered was previously owned by the Government. Offerors may provide this information at the time the offer is submitted. Examples of such supporting documentation include:

- (1) For national or local sales conducted by sealed-bid, spot bid, or auction methods, a solicitation/Invitation For Bid that identifies items by sales item/lot number and National Stock Number (NSN), coupled with a DRMS Form 1427, Notice of Award, Statement and Release Document, that documents the sale by sales item/lot number;
- (2) When the surplus material offered is in its original package, a copy or facsimile of all original package markings and data, including original contract number (see DLAD 52.211-9000, Government Surplus Material, subparagraph (a)(6));
- (3) For DRMS Commercial Venture (CV) sales, shipment receipt/delivery pass documents that identify items sold to the original surplus sales purchaser by NSN, nomenclature, Disposal Turn-In Document (DTID) Number, and/or requisition number, delivery order number, and line item number; and invoices/receipts used by the original purchaser to resell the material that allow traceability back to the original documentation through the invoice number, sale/resale number, lot number, and/or DTID Number; or
- (4) For DRMS Recycling Control Point (RCP) term sales, a statement of account (billing document) that identifies items sold by NSN and a requisition number that matches the requisition number on the shipping document that accompanies the material.

(End of provision)

52.211-9004 Priority rating for various long-term contracts.

As prescribed in 11.604(90), insert the following clause in prime vendor, corporate, and other long term contracts:

PRIORITY RATINMG FOR VARIOUS LONG-TERM CONTRACTS ( MARCH 2000 )- DLAD

This contract is assigned a priority rating under the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR 700) which requires contractors to utilize the assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. Because this contract does not have a specified delivery date, the basic contract is not rated; however, orders placed against it that include a delivery date are considered rated orders as of the date of receipt by the supplier. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract Management Agency (DCMA) representative or the appropriate Defense Supply Center DPAS officer through the cognizant Administrative Contracting Officer or procuring contracting officer. The DPAS officer or the DCMA plant representative will provide necessary assistance or the necessary instructions to complete Department of Commerce (DoC) BXA Form 999, Request for Special priorities Assitance. This form will be processed through appropriate channels to the DoC who will review and take action to make the needed supplies available to the applicant when deemed appropriate.

(End of provision)

52.211-9005[f72] Conditions for evaluation and acceptance of offers for critical safety items.

As prescribed in 11.304-90(a), insert the following clause:

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (DEC 2001) - DLAD

(a) Definitions.

"Actual manufacturer" means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

"Approved source" means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

"Critical safety item" (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

"Design control activity" means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

"Exact product" and "alternate product" are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

"Prime contractor" means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

"Rebranding" means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This provision applies only to offers of "exact product." Offers of "alternate product" will be evaluated in accordance with the clause [f73] at DLAD 52.217-9002.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum:

- (1) If offered item(s) are "not in stock" or "not yet manufactured" --
  - (i) A copy of Offeror's Request for Quotation to approved source cited in AID; and
  - (ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)
- (2) If offered item(s) are "shipped" or "in stock" --
  - (i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or
  - (ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); and
  - (iii) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)
- (3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacture or distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this provision already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government --

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

(End of clause)

52.211-9006 Changes in Contractor Status, Item Acquired, And/Or Manufacturing Process/Facility -- Critical Safety Items.

As prescribed in 11.304-90(b), insert the following clause:

CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY --  
CRITICAL SAFETY ITEMS (DEC 2001) - DLAD

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall

immediately provide notification and documentation of the changes to the Contracting Officer.

(b) The Contractor shall immediately provide to the Contracting Officer notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

- (1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;
- (2) Changes in the manufacturing process;
- (3) A change in the approved source's manufacturing location; or
- (4) A transfer of manufacturing facilities by the approved source since last manufacture.

(End of clause)

52.211-9007 Withholding of Materiel Review Board (MRB) authority.

As prescribed in 11.304-90(c), insert the following clause:

WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY -- CRITICAL SAFETY ITEMS (DEC 2001)  
-- DLAD

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld.

(End of clause)

52.212-9000 Changes - Military Readiness

As prescribed in 12.302(b)(3)(91)), insert the following clause:

CHANGES - MILITARY READINESS (Mar 2001) - DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency operation" means a military operation that-

- (i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
- (ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

**"Humanitarian or peacekeeping operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d) (2) (B)).**

**(End of Clause)**

52.213-9000 **Quantity break.**

As prescribed in 13.101(a) (1) (90), insert a provision substantially as follows:

**QUANTITY BREAK (JULY 1999) - DLAD**

If a larger quantity is obtainable at no additional total price due to a minimum order quantity/value or any other reason, the offeror agrees to record below the maximum quantity of the product cited in this RFQ which can be furnished for such total price, along with the lower unit price for such increased quantity. If yet lower unit prices are available for greater quantities, offerors are requested to enter the lower unit prices and quantity ranges to which such prices will apply. The Government may elect to accept such alternate quantity quotations not exceeding **\$100,000** without further solicitation or discussion:

Quantity Range	Unit Price
_____	_____
_____	_____
_____	_____

(End of provision)

52.213-9001 Evaluation factor for source inspection.

As prescribed in 13.106-90(a), 14.201-8(a) (90), and **15.304(c) (94)**, insert the following provision:

**EVALUATION FACTOR FOR SOURCE INSPECTION (MAY 1999) - DLAD**

This solicitation contemplates an award based on destination inspection. However, source inspection will be required for those offerors to whom formal notification thereof has been issued prior to the closing/opening date for receipt of offers under this solicitation **and allowed for offerors who make their offers contingent on source inspection.** Accordingly, an evaluation factor of **\$250** will be added to the offeror's quoted price, for each source inspection required, for purposes of determining the most advantageous offer received, price and other factors considered. Nothing in this provision affects the right of the Government to perform or waive source inspection on any resultant order/contract.

(End of provision)

52.213-9002 Indefinite Delivery Purchase Order (IDPO) Agreement.

As prescribed in **13.390-5(a) (2)**, insert a provision in solicitations substantially as follows:

**INDEFINITE DELIVERY PURCHASE ORDER (IDPO) AGREEMENT (MAR 1999) - DLAD**

(a) The prospective contractor \_\_\_\_\_ agrees \_\_\_\_\_ does not agree that, if an order is placed for the solicited quantity, the Government may place additional orders for the item(s) covered by this Request for Quotations, at the same price quoted for the solicited quantity, for any order issued, within a quantity range of \_\_\_\_\_ to \_\_\_\_\_ units, within (insert time period) from the date of that purchase order, under the same terms and conditions as that purchase order. Such orders will be issued no more frequently than \_\_\_\_\_ times per quarter. The aggregate total dollar value of orders

issued shall not exceed the simplified acquisition threshold **or \$5,000,000 for acquisitions conducted under FAR Subpart 13.5**. In no event shall the Government be obligated to place subsequent orders under this agreement. The initial purchase order will contain the terms and conditions of this agreement, including this provision, and subsequent orders will cite the initial purchase order number. The contractor agrees to advise the contracting officer in writing at any point in time it determines that it cannot accept subsequent orders under this agreement.

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

(Note: Failure to agree to this provision will not affect an award decision for the solicited quantity.)

(End of provision)

52.213-9003 Indefinite Delivery Purchase Order (IDPO) Contract.

As prescribed in **13.390-5(b)(2)(i)**, insert a clause in solicitations substantially as follows:

INDEFINITE DELIVERY PURCHASE ORDER (IDPO) CONTRACT (**MAR 1999**) - DLAD

(a) The contractor \_\_\_\_\_ agrees \_\_\_\_\_ does not agree that performance under this purchase order, by furnishing the supplies specified in this purchase order (the minimum quantity), commits the contractor to provide the same supplies, in the quantity range and under the conditions specified herein. The Government may place such additional orders for the supplies specified in this purchase order at the purchase order price within a quantity range of \_\_\_\_\_ to \_\_\_\_\_ units, within (insert time period) from the date of the purchase order, under the same terms and conditions as the purchase order. Such orders will be issued no more frequently than times per quarter. The aggregate total dollar value of orders issued shall not exceed the simplified acquisition threshold **or \$5,000,000 for acquisitions conducted under FAR subpart 13.5**. In no event shall the Government be obligated to place subsequent orders under this contract. The purchase order contains the terms and conditions of this contract and subsequent orders will cite the purchase order number.

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

(Note: Failure to agree to this clause \_\_\_\_\_ will \_\_\_\_\_ will not affect an award decision for the solicited quantity.)

(End of clause)

**52.213-9004 Offeror representations, certifications, and fill-in information--electronic commerce.**

**As prescribed in 13.101(b)(2)(90), insert the following provision in all solicitations below the simplified acquisition threshold issued using electronic means.**

**OFFEROR REPRESENTATIONS, CERTIFICATIONS, AND FILL-IN INFORMATION-- ELECTRONIC COMMERCE**  
(Sep[f74] 2001) -- DLAD

(a) **Offerors are required to provide the following socioeconomic and other data in a coded, rather than a fill-in, format. This provision consolidates, to the maximum extent practicable, all applicable representations and certifications (other than those provided on an annual basis) and fill-in portions of clauses and provisions from the Federal Acquisition Regulation (FAR), the Defense FAR Supplement (DFARS), and the DLA Acquisition Directive (DLAD).**

(b) **This provision constitutes a recordation of the representations, certifications, and other data requirements contained in the individual provisions incorporated herein by reference via the citation(s) at each numbered paragraph. It is not intended to supersede**

those provisions, except that the requirement for marking certain boxes or otherwise entering information individually into these cited provisions is hereby replaced by the requirement to complete this provision 52.213-9004. The offeror is reminded that all provisions incorporated herein by reference remain binding in their entirety. Any penalties for misrepresentation contained in the referenced provisions (e.g., penalties for misrepresentation of business status under FAR 52.219-1, paragraph (d)(2), still apply. Furthermore, additional information required by the individual provisions to be provided "at the time of" or "with" the offer must be transmitted elsewhere in your response or sent/faxed under separate cover (as appropriate) concurrently with your transmitting this transaction to the Government.

(c) The offeror may electronically access the full text of each referenced provision at, or through links provided at: <http://www.dla.mil/j-3/j-336/icps.htm>. The offeror may also request that the contracting officer provide the hard-copy full text of any DLAD or local provision(s) referenced below.

(d) The following provision segments, identified, where necessary, to a specific line item number(s), must be completed by the offeror.

01. FAR 52.204-3, Taxpayer Identification [also, FAR 52.212-3, Offeror Representations and Certifications - Commercial Items (paragraph (b)), when used for commercial items].

01A Enter one of the following: TIN (without dashes); or the appropriate code from the list below; or state other basis why TIN is not required. \_\_\_\_\_.

BA = TIN has been applied for.

TIN is not required because:

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

FG = Offeror is an agency or instrumentality of a foreign government.

GT = Offeror is an agency or instrumentality of the Federal government.

01B Select one code from the following list that identifies the offeror's type of organization. If other than those listed, provide identification: \_\_\_\_\_.

PM = Corporate entity (not tax-exempt).

OE = Corporate entity (tax-exempt).

SP = Sole proprietorship.

PA = Partnership.

GE = Government entity (Federal, State, or local).

FG = Foreign government.

WE = International organization per 26 CFR 1.6049-4.

01C If offeror is owned or controlled by a common parent, enter Common Parent Name. (Enter "NA" if not applicable.) \_\_\_\_\_.

01D If offeror is owned or controlled by a common parent, enter Common Parent TIN (without dashes). (Enter "NA" if not applicable.) \_\_\_\_\_.

02. FAR 52.209-1, Qualification Requirements. (Applies only to an acquisition subject to a qualification requirement. When qualification applies, 02A and at least one of the items from 02B through 02F must contain an entry other than "NA.")

02A Enter the individual line item number for which qualification information is applicable. Enter "ALL" if, and only if, the responses to 02B through 02F are the same for all line items in your offer. Enter "NA" if the solicitation does not contain a qualification requirement. (NOTE: If information is being provided for individual line item numbers, segments 02A through 02F should be repeated as many times as necessary) \_\_\_\_\_.

02B Enter Manufacturer's Name or CAGE code. (Enter "NA" if clause not applicable.)

---

02C Enter Source Name or CAGE code. (Enter "NA" if clause not applicable.)

---

02D Enter Item Name. (Enter "NA," if clause not applicable.)

---

02E Enter Service Identification. (Enter "NA" if clause not applicable, or "NK" if service identification is not known).

---

02F Enter Test Number. (Enter "NA" if clause not applicable, or "NK" if test number is not known.)

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03. FAR 52.211-5, Material Requirements.

03A Enter the individual line item number for which the offeror proposes to furnish "other than new" (used) material; or reconditioned/remanufactured material; or unused former Government Surplus property. Enter "ALL" if, and only if, the response to 03B is the same for all line items in your offer. Enter "NA" here and in 03B if the provision is not applicable. (NOTE: If information is being provided for individual line item numbers, segments 03A and 03B should be repeated as many times as necessary.)

---

03B Select one of the following codes to describe the material the offeror intends to furnish: \_\_\_\_\_. If any code other than "NA" is entered, the offeror shall provide a list under separate cover describing such material in accordance with paragraphs (c) or (d) of the cited clause.

ON = Other than new (used)

RI = Reconditioned/Remanufactured Item

SU = New, Unused Government Surplus (If surplus material is offered, offeror must also complete provision 52.211-9000, Surplus Material.)

NA = Not applicable

04. FAR 52.219-1, Small Business Program Representations; (DoD [also, FAR 52.212-3, Offeror Representations and Certifications - Commercial Items (paragraph (c)), when used for commercial items].

04A The offeror represents as part of its offer that it is a \_\_\_\_\_ business type. (Select only one code from the list below.)

B = Small Business (Use this code if your firm is a small business concern, as defined in FAR 52.219-1, paragraph (c).)

M = Small Disadvantaged Business (Use this code if your firm is a small disadvantaged business concern, as defined in FAR 52.219-1(b)(2) or FAR 52.219-23(a).)

U = Woman-owned Small Disadvantaged Business (Use this code if your firm is a woman-owned small business, as defined in FAR 52.219-1, paragraph (c), small disadvantaged business, as defined in FAR 52.219-1(b)(2) or FAR 52.219-23(a).)

W = Woman-owned Small Business (Use this code if your firm is a woman-owned small business, as defined in FAR 52.219-1, paragraph (c).)

A = Large Business (Use this code if your firm is not included in any of the above categories.)

05. FAR 52.222-22, Previous Contracts and Compliance Reports (Applies to offers exceeding \$10,000 when FAR 52.222-26 applies.)

05A (Completion of segment 05A also serves as the offeror's representation that it will obtain, prior to subcontract awards, representations signed by proposed subcontractors indicating submission of required compliance reports.) Select one code from the following list that identifies the offeror's submission of required compliance reports:\_\_\_\_\_.

Y4 = Has participated in a previous contract subject to applicable Equal Opportunity coverage, and filed all required compliance reports.

Y5 = Has participated in a previous contract subject to applicable Equal Opportunity coverage, and has not filed all required compliance reports.

N4 = Has not participated in a previous contract requiring compliance reports.

NA = Not applicable.

06. FAR 52.222-25, Affirmative Action Compliance. (Applies to offers exceeding \$10,000 when FAR 52.222-26 applies.)

06A The offeror represents as part of its offer that (select one code from the following list):\_\_\_\_\_.

Y6 = The offeror has developed and has on file required affirmative action programs.

N6 = The offeror has not developed and does not have on file required affirmative action programs.

NH = The offeror has not had previous contracts subject to the written affirmative action program requirements.

NA = Not applicable.

07. FAR 52.223-3, Hazardous Material Identification and Material Safety Data; DFARS 252.223-7001, Hazard Warning Labels; DLAD 52.223-9000, Material Safety Data Sheets and Hazard Warning Labels. (Completion of segment 07 serves as the offeror's representation that it will submit for each item as required prior to award, a Material Safety Data Sheet (MSDS) prepared in accordance with paragraph (a) (2) of the cited DLAD clause and a copy of the Hazard Warning Label, in accordance with referenced Hazard Communication Standard, Federal Standard, and any other requirement contained in the cited clauses.)

07A Enter the individual line item number for which the labeling/MSDS requirements described above apply. Enter "ALL" if, and only if, the response to 07B is the same for all line items in your offer. Enter "NA" if the provisions are not applicable. (NOTE: If information is being provided for individual line item numbers, segments 07A and 07B should be repeated as many times as necessary.) \_\_\_\_\_.

07B Select the code that indicates whether hazardous material(s) will be supplied:\_\_\_\_\_. If code Y7 is entered, in addition to the MSDS(s) and Hazard Warning Label(s), the offeror must provide under separate cover a list, in accordance with paragraph (b) of the cited FAR clause, of hazardous materials intended to be furnished. Also on that list, the offeror shall indicate the statute in accordance with which each such hazardous material will be labeled. (See paragraph (c) of the cited DFARS clause.)

Y7 = The offeror proposes to furnish hazardous material.

N7 = Hazardous material will not be furnished.

08. DFARS 252.225-7000, Buy American Act - Balance of Payments Program Certificate (applies only if the contract amount is expected to exceed \$2,500 and DFARS 252.225-7001 is included in the solicitation); and DFARS 252.225-7035, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if the contract amount is expected to exceed \$25,000 and DFARS 252.225-7036 or its Alternate I is included in the solicitation.) [Either or both of these clauses may serve as the basis for this requirement.]

08A Select one of the following: \_\_\_\_\_.

Y8 = The offeror certifies that each end product is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

N8 = The offeror certifies that not all end products are domestic end products, and further certifies the identification of every non-domestic end product and its country of origin as provided in paragraphs 09 and 10, below.

NA= Not applicable.

09. DFARS 252.225-7000, Buy American Act - Balance of Payments Program Certificate. (Applies only if the contract amount is expected to exceed \$2,500 and DFARS 252.225-7001 is included in the solicitation.)

09A Enter the individual line item number of any end product that is not a domestic end product. Enter "ALL" if, and only if, the responses to 09B and 09C are the same for all line items in your offer. Enter "NA" if the response to 08A is coded "Y8," or if the provision is not applicable. (NOTE: If information is being provided for individual line item numbers, segments 09A through 09C should be repeated as many times as necessary.)

09B The offeror certifies that the end product identified in 09A, above, is a (select one code from the list below):

QE = Qualifying Country End Product.

NQ = Non-qualifying Country End Product.

NA = Not applicable. (Insert "NA" if the response to 09A is coded "NA," or if the provision is otherwise inapplicable.)

09C The offeror certifies that the country of origin of the end product identified in 09A, above, is as follows. (Select one of the codes below for a Qualifying Country end product; enter the name of a nonqualifying country; otherwise, enter "NA" if the response to 09A is coded "NA," or if the provision is otherwise inapplicable.) \_\_\_\_\_.

AS = Australia

BE = Belgium

CA = Canada

DA = Denmark

EG = Egypt

GE = Federal Republic Germany

FR = France

GR = Greece

IS = Israel

IT = Italy

LU = Luxembourg

NL = Netherlands

NO = Norway

PO = Portugal

SP = Spain

TU = Turkey

UK = United Kingdom of Great

Britain and Northern Ireland

AU = Austria

FI = Finland

SW = Sweden

SZ = Switzerland

10. DFARS 252.225-7035, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if the contract amount is expected to exceed \$25,000 and DFARS 252.225-7036 or its Alternate I is included in the solicitation.)

10A Enter the individual line item number of any end product that is not a domestic end product. Enter "ALL" if, and only if, the responses to 10B and 10C are the same for all line items in your offer. Enter "NA" if the response to 08A is coded "Y8," or if the provision is not applicable. (NOTE: If information is being provided for individual line item numbers, segments 10A through 10C should be repeated as many times as necessary.)

10B The offeror certifies that the end product identified in 10A, above, is a (select one code from the list below):

QE = Is a qualifying Country (except Canada) End Product.

NE = Is a NAFTA Country End Product (applies to acquisitions from Canada for \$25,000 or more, and from Mexico for \$53,150 or more).

NN = Is an other Non-NAFTA Country End Product.

NA = Not applicable (Insert "NA" if the response to 10A is coded "NA," or if the provision is otherwise inapplicable.)

10C The offeror certifies that the country of origin of the end product identified in 10A, above, is as follows. (Select one of the codes below for a Qualifying Country, U.S.-

made, or NAFTA end product; enter the name of a nonqualifying country; otherwise, enter "NA" if the response to 10A is coded "NA," or if the provision is otherwise inapplicable.)

AS = Australia	NL = Netherlands
BE = Belgium	NO = Norway
CA = Canada	PO = Portugal
DA = Denmark	SP = Spain
EG = Egypt	TU = Turkey
GE = Federal Republic Germany	UK = United Kingdom of Britain and Northern Ireland
FR = France	AU = Austria
GR = Greece	FI = Finland
IS = Israel	SW = Sweden
IT = Italy	SZ = Switzerland
LU = Luxembourg	
MX = Mexico	

11. DFARS 252.225-7003, Information for Duty-Free Entry Evaluation.

11A Enter the individual line item number for which duty-free entry information is being provided. Enter "ALL" if, and only if, the responses to 11B through 11E are the same for all line items in your offer. Enter "NA" if the provision is not applicable. (NOTE: If information is being provided for individual line item numbers, segments 11A through 11E should be repeated as many times as necessary.)

11B Does the offeror propose to furnish either a domestic end product with nonqualifying country components for which the offeror requests duty-free entry, or a foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded?

Y9 = Yes  
N9 = No  
NA = Not applicable

11C Are such foreign supplies now in the United States?

YD = Yes  
ND = No  
NA = Not Applicable

11D Has the duty on such foreign supplies been paid?

YP = Yes  
NP = No  
NA = Not Applicable

11E If the response to 11D is "NP," enter amount included in offer price to cover applicable duty that has not been paid; otherwise, enter 0 (zero); if not applicable, enter "NA":

12. DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items. (In addition to providing the information required in 12A, 12B, 12C, 13A, 13B, 13C, 13D, and 13E, below, the offeror shall provide the manufacturer's name and part number in the appropriate segment of this transaction.)

12A Enter the individual line item number for which the offeror intends to provide the exact product (including manufacturer's name, cage code and part number) referred to in the procurement item description (PID) of this solicitation. Enter "ALL" if the exact product(s) as specified in the solicitation will be provided for all line items in your offer. Enter "NONE" if only alternate products will be provided for all line items. Enter "NONE" if only alternate products will be provided for all line items. Enter "NA" if the solicitation does not pertain to part-numbered items. (NOTE: If information is being provided for individual line item numbers, segments 12A, 12B and 12C should be repeated as many times as necessary.)

12B If 12A contains an entry other than "None" or "NA", enter the CAGE Code which pertains to the exact PID part number being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. Enter "None" if an alternate product is being offered.

12C If 12A contains an entry other than "None" or "NA", enter the exact PID part number which pertains to the item being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. Enter "None" if an alternate product is being offered. \_\_\_\_\_.

13. DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items. (Same as above.)

13A Enter the individual line item number for which the offeror intends to provide an alternate product to the product referred to in the procurement item description (PID) of this solicitation. Enter "ALL" if alternate products to those specified in the solicitation will be provided for all line items in your offer. Enter "NONE" if only the exact product(s) will be provided for all line items. Enter "NA" if the solicitation does not pertain to part-numbered items. (NOTE: If information is being provided for individual line item numbers, segments 13A through 13E should be repeated as many times as necessary.) \_\_\_\_\_.

13B If 13A contains an entry other than "NONE" or "NA", and if the alternate product specified has been previously furnished to the Government or otherwise evaluated and approved, enter the contract or solicitation number under which it was furnished or approved. If the alternate product has been previously approved outside of a solicitation/contract process, enter the name of the approving authority. Enter "NF" if the alternate product has not previously been furnished and approved. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. \_\_\_\_\_.

13C If 13A contains an entry other than "NONE" or "NA," enter the CAGE code which pertains to the part number being offered. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. \_\_\_\_\_.

13D If 13A contains an entry other than "NONE" or "NA", enter the part number which pertains to the item being offered. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. \_\_\_\_\_.

13E If 13A contains an entry other than "NONE" or "NA", enter "AB" if you are offering an alternate product that has not been previously approved, "PA" if this is a previously approved alternate product, or "SN" if this is a part number that supersedes the part number cited in the procurement item description (PID) of the solicitation. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items \_\_\_\_\_.

NOTE: For each alternate product item, the offeror must furnish under separate cover the drawings, specifications, and other data required by paragraphs (c) (1) and (c) (2) of the cited provision. In addition, for items that have previously been reverse-engineered, the offeror must provide with this offer the data package and other requirements established in paragraph (e) of the cited provision.

14[f75]. DLAD 52.233-9001, Disputes: Agreement to Use Alternative Disputes Resolution (ADR).

14A. Select one of the following codes to indicate the offeror's position regarding the acceptability of this ADR clause: \_\_\_\_\_ (enter code here).

..  
.. A = The offeror accepts the clause  
.. B = The offeror opts out of this clause and does not desire to negotiate alternate wording  
.. C = The offeror opts out of this clause but desires to negotiate alternate wording with the Contracting Officer

(End of provision)

52.214-9001 Schedule--firm fixed price & fixed price with economic price adjustment. As prescribed in 14.201-2(b) (90) and 15.204-2(b) (90), insert the following or similar provision:

SCHEDULE - FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT (JULY 1996) - DLAD

For the following items, the base unit price (before any economic price adjustment (EPA)), is comprised of two portions:

(1) a portion subject to adjustment under the EPA clause of this contract, plus

(2) the (remaining) firm fixed price portion (for which separate pricing is permitted for option periods) pursuant to the clause of this contract entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT - SEPARATE FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT PORTIONS".

Clin \_\_\_\_\_

Firm fixed priced portion	\$ _____
Portion subject to EPA	+ _____
Total base period unit price (sum of two)	\$ _____

[Note]

(End of provision)

[Note: When circumstances warrant, e.g., a substantial number of items is involved, the contracting officer may elect to repeat this clin price buildup in the schedule to incorporate the firm fixed price portion of each option period price, in lieu of adding the table to paragraph (c) (2) of the clause at 52.217-9001 to record this information].

52.214-9002 Trade discounts.

As prescribed in 14.201-5(c) (90) and **15.204-5(c) (90)**, a provision substantially as follows may be inserted:

TRADE DISCOUNTS (JUN 1983) - DLAD

Trade discounts offered will be considered in evaluating offers for award. Offerors who desire to do so may quote customary terms of discount for prompt payment in addition to any trade or special discount available to the Government, provided such discounts are stated separately in their offers. Unless such trade or special discounts offered are separately stated, the offeror agrees that, when the discount offered exceeds 2 percent, the entire discount will be considered as a trade or special discount which will not be treated as a discount for prompt payment and will be considered in evaluating offers for award.

(End of provision)

52.214-9003 Right to apply f.o.b. origin offer.

As prescribed in 14.201-5(c) (91), a provision substantially the same as follows may be inserted in invitations for bids:

RIGHT TO APPLY F.O.B. ORIGIN OFFER (OCT 1982) - DLAD

Unless otherwise specified by the bidder, the Government may apply an f.o.b. origin offer against any f.o.b. origin item or subitem for the same product or supplies.

(End of provision)

52.214-9004 Subcontracting to other industrial preparedness planned producers.

As prescribed in 14.201-3(90) and **15.204-3[f76]**, insert the following clause:

SUBCONTRACTING TO OTHER INDUSTRIAL PREPAREDNESS PLANNED PRODUCERS (APR 1985) - DLAD

(a) This contract is being awarded under the authority of FAR 6.302-3 (10 U.S.C. 2304(c) (3)) for the purpose of maintaining vital facilities or suppliers in business or making them available in the event of a national emergency. Accordingly, competition is being limited for the current acquisition to those offerors with whom industrial

preparedness agreements exist, or who agree to enter into industrial preparedness agreements under the Department of Defense Industrial Preparedness Program.

(b) The contractor agrees that it will not subcontract manufacturing of the deliverable end product under this contract to other firms which themselves are industrial preparedness producers for the end product. This does not preclude subcontracting for components for which subcontractors have entered into separate industrial preparedness agreements with the Department of Defense.

(End of clause)

52.215-9001 Evaluation factor for preaward survey.

As prescribed in 13.106-90(b), 14.201-8(a)(91), and **15.304(c)(95)**, insert the following provision:

EVALUATION FACTOR FOR PREAWARD SURVEY (MARCH 1994) - DLAD

(a) Although a majority of awards are made without the necessity of conducting a preaward survey (PAS) of the proposed awardee, such a survey may be required to be conducted of those offerors listed in (1) through (5) below as follows. Firms or individuals that have:

(1) Been listed on the GSA List of Parties Excluded from Federal Procurement Programs within the past \* from the date of solicitation opening or closing; or

(2) Undergone reorganization under bankruptcy laws within the past \* from the date of solicitation opening or closing, or are currently undergoing such reorganization; or

(3) Been included on the Defense Logistics Agency (DLA) Contractor Alert List (CAL), or are otherwise known to the contracting officer to have a poor or marginal performance history; or

(4) Within the past \* received a negative PAS for an item within the same Federal Supply Class (FSC) as the item of supply, or for the same or similar service required under this solicitation; or

(5) Failed to liquidate indebtedness to DLA, to the following extent:  
\*\*

(b) As a consequence of the Government's cost incurrence associated with conducting a PAS, for purposes of determining the present responsibility of any offeror described in (a)(1) through (5) above and to ascertain the most advantageous offer received, price and other factors considered, the amount of \$369, which is the average amount of the direct costs of performing the PAS, shall be added as an evaluation factor to such offeror's total offered price.

(c) Nothing in this provision affects the right of the Government to perform or not to perform a preaward survey on any offeror.

\* Insert applicable time period in accordance with **15.304(c)(95)(A), (B) and (D)**.

\*\* Insert the extent of indebtedness that applies in accordance with **15.304(c)(95)(E)**.

(End of provision)

52.215-9002 Socioeconomic proposal.

As prescribed in **15.304(c)(4)(B)**, insert the following or similar provision:

SOCIOECONOMIC PROPOSAL (MAR 1996) - DLAD

In addition to any subcontracting plan required by the clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(End of provision)

52.215-9003 Socioeconomic support evaluation.

As prescribed in **15.304(c)(4)(B)**, insert the following or similar provision:

**SOCIOECONOMIC EVALUATION (OCT 1996) - DLAD**

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

(End of provision)

**52.215-9004 Javits-Wagner-O'Day Act Entity Proposal.**

As prescribed in **15.304(c)(91)(ii)**, insert the following or similar provision:

**JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997) - DLAD**

**(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 principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).**

(End of provision)

52.215-9005 Javits-Wagner-O'Day Act Entity Support Evaluation.

As prescribed in 15.304(c) (91) (ii), insert the following or a similar provision:

JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DEC 1997) - DLAD

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 Agency 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.

(End of provision)

52.215-9006 Javits-Wagner-O'Day Act Entity Support - Contractor Reporting.

As prescribed in 15.304(c) (91) (iii), insert the following clause:

JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT - CONTRACTOR REPORTING (DEC 1997) - DLAD

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.

(End of clause)

52.217-9000 Data pricing, evaluation, and award.

As prescribed in 17.7692, insert the following provision:

EVALUATION AND AWARD (OCT 1982) - DLAD

(a) If the offeror does not indicate a charge for data, the Government will consider and the offeror agrees that the data charge is included in the price of the end item. The Government reserves the right to waive one or more data CLINs in evaluating each offer and in awarding the contract, as the best interests of the Government may require. Each offer will be evaluated on the basis of only those data CLINs required of that offeror.

(b) Separate awards will not be made for data CLINs.

(End of provision)

52.217-9001 Option to extend the term of the contract - separate firm fixed price & fixed price with economic price adjustment portions.

Pursuant to 17.203(d), insert the following or similar clause:

OPTION TO EXTEND THE TERM OF THE CONTRACT - SEPARATE FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT PORTIONS (JULY 1996) DLAD

(a) The Government may extend the term of this contract by written notice to the contractor no later than \_\_\_ days prior to the expiration of the contract; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least \_\_\_ 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 [number of months, weeks, etc]. The total duration of this contract, including the exercise of any options under this clause, shall not exceed [number of months, weeks, etc].

(c) The offeror agrees to furnish during the option period those items cited in the schedule that are subject to economic price adjustment (EPA), at unit prices made up of two portions:

(1) a portion applicable to the purchase costs of the specific material subject to the EPA, at the dollar value per unit in the award, modified by any adjustment under the EPA of this clause contract, and

(2) the (remaining) firm fixed price portion of the price for the same contract line item, using the applicable amount for each option period [Note]

(End of Clause)

(Note) Insert herein either:

(1) the words "using the applicable amount cited in the schedule", or (when the contracting officer decides that circumstances warrant, e.g., the award will cover only one or several items),

(2) the additional wording and table quoted below, or similar wording (in lieu of using the provision at 52.214-9001 not only for the basic performance period, but also to identify in the schedule, the firm fixed price portion of the price for each option line item).

"as follows:

ITEM NUMBER	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4"
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52.217-9002 Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

As prescribed in 17.7501(b)(3), insert the following provision in negotiated acquisitions of replacement parts, components, and assemblies which are identified only by the manufacturer's name, part number, and a brief item description. The provision shall be used verbatim, except that the acronym "CLIN" may be substituted for the word "item" wherever it appears in the provision. When the provision is used, the following shall be inserted in the solicitation after each item description:

"Offer" based on:

Manufacturer's Name.....  
Part No. ....

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (NOV 1999) - DLAD

(a) The product described by the manufacturer's name and part number or by the manufacturer's name and part number as modified by additional requirements referred to in the procurement identification description (PID) of this solicitation is that product which the Government has determined to be acceptable. All offerors must indicate below whether they are offering the exact product or an alternate product and must furnish the data required for whichever is applicable. Exact product means the identical product described by the manufacturer's name and part number cited in the PID, modified (if necessary) to conform to any additional requirements set forth in the PID, and manufactured by or under the direction of the manufacturer cited in the PID. Any product not meeting these criteria is considered an alternate product even though it may be manufactured in accordance with the drawings and/or specifications of the manufacturer cited in the PID. In either case, any product offered must be either identical to or physically, mechanically, electrically, and functionally interchangeable with the product cited in the PID including additional requirements referred to in the PID, if any.

- o Exact Product - Applicable to CLIN(s).....
- o Alternate Product - Applicable to CLIN(s).....

(b) Exact product. If the exact product is offered, any offeror other than the manufacturer cited in the PID must furnish, when requested by the Contracting Officer, evidence that the product being offered is that product described by the manufacturer's name and part number specified in the PID. Such evidence may be an invoice or other correspondence from the manufacturer cited in the PID or other evidence sufficient to establish the identity of the product and its manufacturing source. In addition, if the product is manufactured for the manufacturer cited in the PID, evidence of approval and acceptance by the manufacturer cited in the PID must also be furnished.

(c) Alternate product. - No Data.

(1) This Agency has no data available for use in the evaluation of the acceptability of alternate products offered. If an alternate product is offered, the offeror must furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the PID sufficient to enable the Government to determine that the offeror's product is equal to the product cited in the PID.

(2) Notwithstanding the above, when the offered product is to be manufactured in accordance with the data the offeror has obtained from elsewhere within the Government, the offeror shall either furnish the detailed data as specified in paragraph (c) (1) with the offer, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the offeror does not furnish the detailed data with its offer, this contracting office will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data.

(d) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, indicate in the space provided below the contract and/or solicitation number under which the product was furnished or approved. If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, then so indicate in the space provided. However, offerors are advised that this contracting office may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, the information requested by paragraph (c) or (e) above, whichever is applicable for the offered product, should be furnished with the offer.

CLIN NR (s) \_\_\_\_\_ have been previously furnished or evaluated and approved under contract/solicitation number \_\_\_\_\_.

(e) Offers based upon items previously reverse engineered may be considered provided an adequate data package is furnished. Additionally, the offeror must provide: traceability which establishes that the offered item represents the item specified in the PID (i.e., invoiced from an Original Equipment Manufacturer (OEM) or submission of samples having OEM markings), number of samples that were examined, the process/logic used, and raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item. The offeror should also provide any additional evidence that indicates the reverse engineered item will function properly in the end item and any evidence that life cycle/reliability considerations have been analyzed.

(f) Whether the exact or an alternate product is offered, the offeror must insert in the space(s) provided in Section B of the Schedule (under the heading "Offer based on:") the manufacturer's name and part number being offered.

(g) Failure to furnish adequate data and/or information as prescribed in paragraph (b), (c), or (e) above (when required) within a reasonable period of time will preclude consideration of the offer. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, **plus an additional \$1,200.00 for each required Engineering Support Activity evaluation**). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements

for the item, the alternate offer will not be considered for the present procurement, but will still be evaluated for technical acceptability for future procurements for the same item. For alternate offers not evaluated, the offeror's complete technical data package will be returned.

(h) If offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-12. In the event an award is made to an offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

(End of provision)

( ) ALTERNATE I - ADEQUATE PROPRIETARY DATA (JAN 1992)

It has been determined that the Agency has adequate data available for evaluation. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision:

(c) Alternate Product - Adequate Proprietary Data

The Agency possesses adequate drawings and/or specifications for the exact product as cited in the PID, but such data are proprietary and shall be used only for evaluation purposes. If an alternate product is offered, the offeror must furnish with its offer legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria and other characteristics of the offered product.

( ) ALTERNATE II - INADEQUATE DATA (JAN 1992)

The Agency has determined that it does not have adequate data available for use in the evaluation of the acceptability of alternate products offered. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision:

(c) Alternate Product - Inadequate Data

(1) The Agency does not have adequate data available for use in the evaluation of the acceptability of alternate products offered. If an alternate product is offered, the offeror must furnish with its offer, legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria and other characteristics of the offered product. In addition, the offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the PID sufficient to enable the Agency to determine that the offeror's product is equal to the product cited in the PID.

(2) Notwithstanding the above, when the offered product is to be manufactured in accordance with data the offeror has obtained from the Government, the offeror shall either furnish the detailed data as specified in paragraph (c)(1) with the offer, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the offeror does not furnish the detailed data with its offer, this contracting office will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data.

( ) ALTERNATE (III) - ADEQUATE CATALOG DATA (JAN 1992)

This solicitation is for the purchase of a commercial off-the-shelf item. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision.

(c) Alternate Product - Adequate Catalog Data

This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. If an alternate product is offered, the offeror must furnish with its offer a commercially acceptable cross reference list or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered to enable the Agency to determine that the offeror's product is equal to the product cited in the PID.

52.217-9003 Manufacturing or production information.

As prescribed in 17.7302(f), a provision substantially as follows shall be inserted in negotiated solicitations:

MANUFACTURING OR PRODUCTION INFORMATION (FEB 1996) DLAD

If offers are submitted which fail to provide the actual manufacturing/production source(s) for the item(s) offered, or, if such information is provided but restricted from disclosure (by the inclusion of the FAR 52.215-12 legend or any other proprietary or confidentiality restriction) such offers may be rejected as technically unacceptable. This provision does not apply to commercial items.

(End of provision)

52.217-9004 Reopener Clause - Cost of Specified Direct Materials/Other Direct Cost Item.

The following clause, or as modified, may be used as prescribed in 17.9205:

REOPENER CLAUSE - COST [Note 1] - SPECIFIED [Note 2] ITEM (JAN 1995) - DLAD

(a) At the time the price for this contract was established, the amount of costs anticipated in the performance of this contract could not be established with any reasonable certainty, due to [Note 3] .

(b) To achieve an award in the face of this uncertainty, it was agreed that:

(1) The contract prices for the contract line item numbers (CLINs) designated in (4) below were based in part on [Note 4] ,

(2) The direct cost shown in (1) above was used in determining the amounts identified in (4) below attributable to this contingency, which were included in the contract prices for such CLINs, and which amounts serve as the basis for any price adjustments under this clause.

(3) Within 30 days from [Note 5] , the Contractor shall submit, using SF form 1411, its calculations of the revised CLIN prices identified in (4) below,

(4) Pending such submission, the following contingent amounts for direct costs plus associated indirect costs and profit for the item identified in paragraph (a) were incorporated into the contract unit prices at time of award (basic and any options) for this item:

CLIN #	Amount for Item in CLIN Unit Prices
_____	\$ [Note 6]
_____	\$ [Note 6]
_____	\$ [Note 6]

(c) The Contractor warrants that the CLIN unit prices do not include any other allowance applicable to the cost of the item except as stated in subparagraph (b) (4) above.

(d) Subject to any restrictions of this clause, the price of this contract is subject to adjustment, calculated as exemplified below, at any time during contract performance that the weighted average unit price the Contractor will pay/has paid for the total amount of the item required in the performance of this contract differs from the amount identified in subparagraph (b) (1) above:

(1) Assume:

Weighted average item price/unit included in contract award prices (basic + any options)	= \$1.450000
Actual average item price/unit	= \$1.305000
Item total amount in CLIN 0001A	= \$0.200000
Item total amount in CLIN 0001B	= \$0.210000

(2) Calculate actual item unit price reduction:

(\$1.450000 - \$1.305000)	= \$0.145000
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- (3) Calculate percent reduction:  
       (\$0.145000/\$1.450000) = 10.000000%
- (4) Calculate reduction in CLIN unit prices:  
       CLIN 0001A (10.000000% x \$0.200000) = \$0.020000  
       CLIN 0001B (10.000000% x \$0.210000) = \$0.021000

Note: Numbers in all calculations and results shall be rounded off (if 4 or less) or up (if 5 or more) after the sixth decimal place as shown above.

(e) The Contractor shall obtain the Contracting Officer's approval in writing prior to the award on other than a competitive basis of any subcontract or purchase order for any portion of the contract requirements for the item, based on its submission to the Contracting Officer of:

(1) Cost or pricing data (FAR 15.401), and a Certificate of Current Cost or Pricing Data (FAR 15.406-2) submitted by the prospective Subcontractor and Contractor, unless **excepted** pursuant to FAR 15.403-1.

(2) The Contractor's analysis of the Subcontractor's proposal,

(3) A memorandum detailing the principal elements, considerations, and results of negotiations of a tentative price with the prospective Subcontractor,

(4) A request for approval of the planned subcontract award.

(f) Promptly upon initial placement and any subsequent revision of subcontracts/purchase orders for the item requirements of this contract, the Contractor shall furnish a copy of such documents to the Contracting Officer, along with its calculation of any initial (downward only) or subsequent (upward or downward) price adjustment required by this clause and any other data required by the Contracting Officer to verify the item cost.

(g) Any initial price adjustment (downward only) is subject to further adjustment (upward or downward) pursuant to paragraph (f) in the event of changes in the total weighted average price actually paid by the Contractor for the quantity of the item required in the performance of this contract, except that in no event shall a weighted average item unit cost exceeding that cited in paragraph (a) be utilized in adjustments pursuant to this clause.

(h) Promptly upon contract completion, the Contractor shall furnish the Contracting Officer a copy of vendor invoices covering the total amount of the item utilized in the performance of this contract, any contract price recalculation required by this clause, and any other data required by the Contracting Officer to verify the final weighted average actual item cost under this contract.

(i) Should the Contractor fail to submit any information required by this clause or if there is no agreement on any adjustment hereunder, the Contracting Officer may make a unilateral determination and modify the contract accordingly. Failure to agree with such change in the contract price shall be resolved in accordance with the Disputes clause of this contract.

(j) The Contractor shall include a statement on the final invoice that all price reductions required by this clause are reflected in the cumulative amount invoiced under this contract.

(End of Clause)

Note 1: The clause as shown is designed to ultimately allow for a downward only adjustment, normally from the Contractor's proposed cost. As such, the word "DECREASE" would be in the clause title. In the event no restriction is to be placed on the direction of the ultimate adjustment, the following changes are required to the clause:

(1) Title--insert "ADJUSTMENT" vice "DECREASE"

(2) Paragraph (f)--delete "(downward only)"

(3) Paragraph (g)--delete "(downward only)" and balance of sentence beginning with "except that."

Note 2: Complete the title with "DIRECT MATERIALS" or "OTHER DIRECT COST" as applicable.

Note 3: Describe the contingency which caused use of the reopener clause, explain why it occurred, and why it can't be resolved before contract award. For example:

(1) The anticipated delay until November 200 in the Contractor's submission of cost data proposal and evaluation of a planned noncompetitive subcontract for the injector assembly;

(2) The unwillingness of the peanut butter suppliers to furnish firm quotes for deliveries beyond the current 90 day period due to uncertainties in the cost of peanuts arising from the unprecedented drought conditions and resulting shortfall in the peanut crop experienced last year; or,

(3) The potential for a substantial change in the Government's total requirements under this indefinite delivery contract, which determines the incremental premium amount the Contractor must pay for product liability insurance.

Note 4: Enter a description of the item or service to be provided, its unit price and terms, define it for purposes of this clause as "the item," and include a reference as appropriate to allow identification of the source of the price (e.g., the Contractor's request for quote number or purchase order number and date). Sample wording corresponding to the examples in Note 3 are:

(1) A \$4.2 million "not to exceed" budgetary estimate, F.O.B. origin, provided in a 14 March 199 response (reference RFQ 1475885) from the sole source supplier of the injector assembly (hereafter referred to as "the item");

(2) An estimated \$1.75 per lb cost based on firm 90-day only quotes averaging \$1.4500 per lb, F.O.B. origin, submitted in January 200 by three suppliers RFQ #7979-9101) of peanut butter in 55 gallon drums (hereafter referred to as "the item");

(3) An annual premium of \$5.00 per unit for product liability insurance (hereafter referred to as "the Item") from the Contractor's current insurance policy (#895545-501), which is subject to a reduction to \$4.75 per unit after the first two million deliveries, and \$4.25 after sales of four million units.

(Since a vendor name may be considered to be confidential by the Contractor, it should not be incorporated into a reopener clause or otherwise included in the contract.)

Note 5: Insert an appropriate description of the date for determining when submission of the reopener proposal is required, such as "contract award."

Note 6: Enter the total dollar value/CLIN unit price subject to downward adjustment. These amounts should be reached through preaward discussions/negotiations and agreement with the contractor on how this amount was calculated. It is suggested a schedule of calculations as exemplified below be prepared for each affected CLIN, signed by both parties, and included as an attachment to the price negotiation memorandum. Absent such agreement, calculations supporting the Contracting Officer's interpretation of negotiations should be incorporated. Since such information may be considered confidential by the Contractor, the details should not be incorporated into a reopener clause or otherwise included in the contract:

Contract Price Calculations (CLIN # \_\_\_\_\_):

	FY <u>200</u>	FY <u>200</u>
Purchase Cost/Unit of the Item (a)	\$ _____	\$ _____
Quantity of Item/Unit of CLIN (b)	_____	_____
Item Cost/Unit of CLIN (a x b)	\$ _____	\$ _____
Material Overhead ( % / %)	_____	_____
Subtotals	\$ _____	\$ _____
G & A ( % / %)	_____	_____
Subtotals	\$ _____	\$ _____

Subtotals	\$ _____	\$ _____
Profit ( % / %)	_____	_____
Cost of Money - Material ( % / %)	_____	_____
Cost of Money - G & A ( % / %)	_____	_____
Subtotals (each contractor FY)	\$ _____	\$ _____
Total Price/Unit of CLIN (Assumes CLIN overlaps two Fys)	\$ _____	

52.217-9005 Reopener clause - pending indirect rates proposal.

The following clause, or as modified, may be used as prescribed in 17.9205:

REOPENER CLAUSE - PENDING INDIRECT RATES PROPOSAL (JAN 1995) - DLAD

(a) At the time the price for this contract was established, agreement could not be reached on indirect expense rates due to [Note 1]. However, agreement was reached that [Note 2] of the contract price is subject to adjustment in accordance with the provisions of this clause.

(b) Within 30 days from [Note 3], the Contractor shall submit an indirect cost rate proposal to the cognizant administrative contracting officer. Simultaneously, the Contractor shall submit a supplemental proposal to the procuring Contracting Officer for purposes of adjusting the contract price and option price, whether or not such option has been exercised. The supplemental proposal shall (1) use the methodology, direct costs, and profit indicated in paragraph (a), (2) be supported by cost or pricing data (FAR 15.401), and a Certificate of Current Cost or Pricing Data (FAR 15.406-2), and (3) include the effect of accounting system changes and contract modifications which may impact the amount of the adjustment. In no event will an upward adjustment result in a finalized contract price which exceeds \$ \_\_\_\_\_.

(c) If determined necessary by the Contracting Officer, the Contractor agrees to commence negotiations concerning the amount of the adjustment within 30 days after receipt of the supplemental proposal by the Government.

(d) Should the Contractor fail to submit the information in paragraph (b), or should there be no agreement as to the amount of the price adjustment contemplated by this clause, then the Contracting Officer may make a unilateral determination and modify the contract accordingly. Failure to agree with such change in the contract price shall be resolved in accordance with the Disputes clause of this contract.

(e) The Contractor warrants that the contract price does not include any other allowance for the indirect rate contingency except as shown above.

(f) Should information after award indicate the amount developed in paragraph (a) may vary significantly from the finalized price, the contract price shall be adjusted downward or upward, subject to the ceiling in paragraph (b), through negotiation.

(End of Clause)

Note 1: Enter a description of why the reopener clause was included in the contract, such as:

(1) Delay in the Contractor's submission of its revised forward pricing rate proposal for fiscal year 200\_;

(2) Delay in agreement on rates for this contract, which represents a substantial portion of the Contractor's business base for fiscal year 200\_;

(3) Delay in completion of the mandatory IR&D/B&P advance agreement with the Contractor or agreement on the Contractor's corporate allocation for fiscal year 200\_, and a determination of its impact on projected indirect expense rates; or,

(4) The absence of agreement on the impact on projected indirect expense results of a pending review of the Contractor's corporate allocation for fiscal year 200\_\_.

Note 2: Enter the total dollar value subject to downward adjustment. This amount should be reached through discussion and agreement with the Contractor on how this amount was calculated. It is suggested a schedule of calculations as exemplified below be prepared, signed by both parties, and included as an attachment to the price negotiation memorandum. Absent such agreement, calculations supporting the Contracting Officer's interpretation of negotiations should be incorporated. Since such information may be considered confidential by the Contractor, the details should not be incorporated into a reopening clause or otherwise included in the contract:

	FY <u>200__</u>	FY <u>200__</u>
Indirect Expense Rate Calculations:		
Materials Overhead Pool (a)	\$ _____	\$ _____
Materials Base (b)	_____	_____
Materials Overhead %	_____	_____
Labor Overhead Pool (c)	_____	_____
Direct Labor Hours Base (d)	_____	_____
Labor Overhead %	_____	_____
Other Direct Costs (e)	_____	_____
G & A Expenses Pool	_____	_____
Total Cost Input Base (a+b+c+d+e)	_____	_____
G&A Expenses %	_____	_____
Contract Price Calculations (CLIN ):		
	FY <u>200__</u>	FY <u>200__</u>
Direct Materials	\$ _____	\$ _____
Other Direct Costs	_____	_____
Material Overhead ( % / %)	_____	_____
Direct Labor Hours ( hrs / hrs)	_____	_____
Direct Labor Costs	_____	_____
Labor Overhead ( % / % of D.L. Hrs)	_____	_____
Subtotals	\$ _____	\$ _____
G & A ( % / %)	_____	_____
Subtotals	\$ _____	\$ _____
Profit ( % / %)	_____	_____
Cost of Money - Material ( % / %)	_____	_____
Cost of Money - G & A ( % / %)	_____	_____
Subtotals (each contractor FY)	\$ _____	\$ _____

Total Price

\$ \_\_\_\_\_

Note 3: Insert an appropriate description of the date for determining when submission of the reopener proposal is required, such as (1) contract award or (2) establishment of the revised forward pricing rate agreement.

(End of Clause)

**52.217-9006 Limitations on Use of Surge and Sustainment (S&S) Investments.**  
As prescribed in 17.9308(a), insert the following clause in solicitations and contracts.

**Limitations on Surge and Sustainment (S&S) Investments (July 1999) - DLAD**

**The contractor shall limit investment in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:**

**(a) These investments can only be made to meet S&S requirements in support of [f77] major theatre warfare or smaller scale contingencies). They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.**

**(b) Investments shall not be made when substitute items or alternate manufacturing processes are available.**

**(c) Investments must be the most cost-effective means of ensuring S&S capability.**

**(d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.**

**(e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.**

**(f) Investments shall not be made for MILSVC-managed items.**

**(g) S&S investments made shall not be used as safety stock (i.e., to meet peacetime spikes in demand).**

**(h) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paragraph (a) [f78], unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.**

**(End of clause)**

52.219-9002 DLA Mentoring Business Agreements (MBA) Program.

As prescribed in 19.9007, insert a provision substantially as follows:

**DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997) DLAD**

**(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to**

participate in the DLA procurement process. (The offeror may **alternatively** propose to mentor a Javits-Wagner-O'Day (**JWOD**) Act-qualified nonprofit agency.) **In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.**

(b) The Government will evaluate the offeror's **proposal** for participation in the DLA MBA Program on a comparative basis among all offerors, rather than **via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision;** the offeror who **proposes or demonstrates** the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor **during the source selection process.** The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, **improving their processes, and generally contributing to their viability** under long-term contracting arrangements.

(c) **The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.**

(End of Provision)

52.219-9003 DLA Mentoring Business Agreements (MBA) Performance.

As prescribed in 19.9007, insert a clause substantially as follows:

DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD

(a) **The contractor's** proposed MBA plan shall become part of this contract upon award. **The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan.** Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise **for the follow-on years of long-term contracts.** MBA plan implementation may also become **an independent evaluation factor and/or part of the overall past performance evaluation factor** in future source-selection decisions.

(b) **The contractor-mentor and its protege(s)** shall meet semi-annually with **the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMA component** to review progress/**accomplishments** under applicable MBA **proposals.** **The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.**

(End of clause)

52.219-9004 Small Business Program Representations

As prescribed in 19.307(90), insert the following provision:

SMALL BUSINESS PROGRAM REPRESENTATIONS (JUL 1999) - DIAD

(a) In order to facilitate the use of electronic commerce/electronic data interchange while fulfilling the requirements of the small business program, certain socioeconomic information must be provided in a coded, rather than a fill-in format. Because EC/EDI transactions are often reformatted in transmission, the use of these codes will prevent misinterpretation within the system. The recording of unique codes instead of the

traditional "x-in-the-box" form of information entry may also preclude potential mistakes in socioeconomic program reporting.

(b) In order to record the representations and certifications contained in FAR provision 52.219-1, Small Business Program Representations, and in accordance with the definitions found therein, the offeror represents and certifies as a part of its offer that it is a \_\_\_\_\_ business type. (The offeror shall select the one code from the following listing which represents the offeror's business type.) The offeror's recording of its business type herein by means of an alpha code replaces the marking of the appropriate boxes in FAR 52.219-1, paragraph (b). The penalties for misrepresentation of business status still apply; see FAR 52.219-1, paragraph (d) (2).

Code B=Small Business. Enter code B if your firm is a small business concern, as defined in FAR 52.219-1, paragraph (c).

Code M=Small Disadvantaged Business. Enter code M if your firm is a small disadvantaged business concern, as defined in **FAR 52.219-23**, paragraph (a).

Code U=Woman-Owned Small Disadvantaged Business. Enter code U if your firm is a woman-owned business, as defined in FAR 52.219-1, paragraph (c), and a small disadvantaged business, as defined in **FAR 52.219-23**, paragraph (a).

Code W=Woman-Owned Small Business. Enter Code W if your firm is a woman-owned small business, as defined in FAR 52.219-1, paragraph (c).

Code A=Large business. Enter code A if your firm is not included in any of the above categories.

(End of Provision)

52.222-9000 Davis-Bacon Act - price adjustment.

As prescribed in 22.103-5, the following clause shall be included in contracts for Installation support and maintenance and repair containing option or multiyear provisions:

DAVIS-BACON ACT - PRICE ADJUSTMENT (NOV 1985) - DLAD

(a) The Contractor warrants that the prices set forth in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(b) The minimum prevailing wage determination, including fringe benefits applied to this contract by operation of law or an amendment to the Davis-Bacon Act of March 1931, as amended (40 U.S.C. 267A), current at the beginning of each renewal option period or program year, shall apply to any renewal of this contract.

(c) When, as a result of an increased or decreased wage determination, the Contractor increases or decreases wages or fringe benefits of employees working on this contract to comply therewith, the contract price or contract unit price labor rates will be adjusted to reflect such increases or decreases. Any such adjustments will be limited to increases or decreases in wages or fringe benefits as described above, and the concomitant increases or decreases in social security and unemployment taxes and workmen's compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profits.

(d) The Contractor shall notify the Contracting Officer of any increases claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. In the case of any decrease under this clause, the Contractor shall promptly notify the Contracting Officer of such decrease but nothing herein shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any other relevant data in support thereof, which may reasonably be required by the Contracting Officer. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. Pending agreement on, or determination of, any such adjustment and its effective date, the Contractor shall continue performance.

(e) The Contracting Officer or authorized representative shall, until the expiration of 3 years after final payment under the contract have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of provision)

52.223-9000 Material Safety Data Sheets and Hazard Warning Labels.

As prescribed in 23.303, insert the following clause:

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

(a)(1) This clause is to be used in conjunction with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS clause 252.223-7001, Hazard Warning Labels. Material Safety Data Sheets (MSDSs) and Hazard Warning Labels (HWLs) shall be required to be submitted by the apparently successful offeror prior to contract award. Notwithstanding paragraph 4. **of the latest Federal Standard (FED-STD) 313**, the contractor shall submit MSDSs and accompanying HWLs to the contracting office, rather than directly to the Defense Supply Center Richmond (DSCR). This will satisfy the FED-STD requirement on the part of the contractor.

(2) The MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

(End of clause)

52.225-9000 Reserved.

**52.225-9001 Reserved**

**52.225-9002 FMS Shipping Instructions**

**As prescribed in 25.7302-90, insert a clause substantially as follows:**

**FMS SHIPPING INSTRUCTIONS (June 1998) - DLAD**

**The Contractor shall contact the transportation officer (TO) at the contracting activity that awarded this contract or placed the order against the contract, unless contract administration responsibilities were assigned to an office other than contracting activity that awarded the contract, for shipping instructions prior to shipment. For contracts administered by the Defense Contract Management Agency (DCMA), the Contractor must submit a DD 1659, application for U.S. Government Shipping Documentation/Instructions, to the transportation office for shipping instructions 18 days prior to shipment.**

(End of clause)

52.229-9000 Kentucky Sales and Use Tax exemption.

As prescribed in 29.490(c), insert the following clause in solicitations:

KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984) - DLAD

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption \_\_\_\_\_. No amounts for this tax should be included in bids/offers.

(End of clause)

52.233-9000 Agency protests.

As prescribed in DLAD 33.106 (c) a provision substantially as follows shall be inserted in all solicitations:

AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the **Agency** for a decision **by the Activity's Chief of the Contracting Office**.

Protests filed with the **agency** should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: **DLA procedures for Agency Level Protests filed under Executive Order No. 12979** allow for a higher level decision on the **initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer**). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

(End of provision)

**52.233-9001 Disputes: Agreement to Use Alternative Dispute Resolution (ADR).**

*As prescribed in 33.214, insert the following provision:*

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

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

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

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

( End of provision )

**52.239-9000[f79] - Y2K COMPLIANCE NOTICE- DLAD**

*As prescribed in 39.106(92), insert the following in solicitations and contracts.*

**Y2K COMPLIANCE NOTICE (Jan 2002) DLAD 52.239-9000**

*All items delivered under the contract (or order) containing embedded microchips 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 time of award. Failure to be Y2K compliant at time of award may preclude offers from receiving an award. Offerors shall, in submitting their offers, indicate which line item falls under this requirement and whether each is Y2K compliant.*

*"Y2K Compliant" means to accurately process date/time data (including, but not limited to, calculating, 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) and non-IT items being acquired properly exchange date/time data with it.*

*The prime contractor shall ensure their subcontractors' items/products and services provided under this contract are also Y2K compliant. The Government reserves the right to test delivered items for Y2K compliance.*

(End of Clause)

**52.246-9000 Certificate of quality compliance.**

*As prescribed in 46.390, insert the following clause:*

CERTIFICATE OF QUALITY COMPLIANCE (DEC 1994) - DLAD

The Contractor shall prepare and furnish a Certificate of Quality Compliance (COQC) for all supplies delivered under this contract. If the supplies delivered under this contract are from more than one manufacturing lot, a separate COQC shall be prepared and furnished for each manufacturing lot represented by, manufactured or produced under a product specification, original equipment manufacturer (OEM)/manufacturer's part number, commercial, industry or military standard, or drawings, or other technical data.

(a) This Certificate shall contain the following:

(1) The Contractor's name, address, and commercial and Government entity (CAGE) code number (if assigned), the contract/order number, the applicable specification, drawing, or standard (including revision/amendment and date), identification of the specific supplies manufactured or produced (including National Stock Number, nomenclature, type, grade, and class, if applicable); for metal products, the COQC shall include the alloy designation and condition (finish and temper), if applicable. If the contractor is not a manufacturer, the Certificate shall include the name, address and CAGE Code (if assigned) for each of the entities through which the supplies or materials, components, subassemblies, assemblies or parts passed, so that traceability to the manufacturer will be readily discernible therefrom.

(2) The identification of each parameter for which the contract, specification, drawing, or standard required inspection or testing;

(3) The identification of the specific requirement for each of the parameters in (2), above, for the particular material being produced and covered by the certificate;

(4) The actual results of inspections or tests conducted by the contractor to demonstrate conformance with each of the specific requirements of (3), above;

(5) The marking requirement for the material and the source of this requirement (contract and specification or standard); and

(6) A statement, signed by an authorized contractor representative responsible for quality assurance, that (i) the lot has been produced, sampled, tested, and inspected, and marked in accordance with all contract and specification requirements; and (ii) the material complies with all of the contract and specification requirements.

(b) For contracts assigned for Government inspection at source, the Contractor shall have the completed certificate available for review by the Government representative when the material is presented for acceptance by the Government. In the case of destination-inspected material, the Contractor shall attach a copy of the completed certificate to the packing list sent with each shipment to each shipping point designated in the contract. For source inspected material, a copy may (but need not) accompany the shipment. If the Contractor offering the material to the Government is not the manufacturer of the material, the Contractor is responsible for obtaining a certified test report from the manufacturer, including it as part of this COQC, and for demonstrating that the specific material being offered under this certificate is covered by the certified test report.

(c) Unless otherwise specified by the contract, the Contractor shall be responsible for retaining the certificate for a period of 4 years. When requested by the Contracting Officer, the Contractor shall make the certificate available for review by the Government at any time during the period the certificate is required to be retained.

(End of clause)

52.246-9001 Manufacturing process controls and in process inspections.

As prescribed in 46.202-4-90, insert the following clause:

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS  
(Jun 1998) - DLAD

This clause supplements (Process Control) **guidance** of the **ISO (ANSI/ASQ) 9000 Series standard, or equivalent standards with process controls**, and is applicable when the contract requires a **higher-level quality system** in accordance with **FAR 46.202-4**.

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

The Contractor shall:

(a) Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, and adequate production equipment and working environments.

(b) As a minimum, perform inspections (examinations and/or tests) during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure that process controls are implemented and effective.

(1) Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the quality of the produced item. These manufacturing processes shall be identified and requirements for their control shall be specified in written process control procedures.

(2) When in-process inspection of material is not practical, control by monitoring processing methods, equipment, and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both.

(3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur.

(c) Clearly identify each in-process inspection and process control point at appropriate locations in the manufacturing operation.

(d) Prepare clear, complete, and current written procedures for:

(1) Each in-process inspection. Identify: the type, frequency, and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product; the record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

(2) Each process control. Identify: the criteria, frequency, and records used verifying control of the process.

(3) Assessing the adequacy of in-process inspections and process controls. The Contractor's quality organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.

(e) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded the opportunity to evaluate the inspection system. Acceptance of the Contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the Contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

(End of clause)

52.246-9003 Measuring and test equipment.

As prescribed in 46.391, insert the following clause:

MEASURING AND TEST EQUIPMENT (**Jun 1998**) - DLAD

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with **ISO 10012-1 or ANSI/NCLS Z540-1**.

(End of clause)

52.246-9004 Product verification testing.

As prescribed in 46.392, insert the following clause:

PRODUCT VERIFICATION TESTING (*Jun 1998*) - DLAD

(a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price," **and ANSI/ASQC Z1.4-1993, Sampling Plan and Tables for Inspection by Attributes**, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

(b) The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a government designated testing laboratory on the contract or production lot at government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Officer for each test, the government inspector will select a random sample from the contract or production lot, and send the samples to a designated laboratory for testing. Where origin inspection is specified, the contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the contract administrative office quality assurance representative to verify that the entire lot tendered meets the requirements of the contract. The Government shall be permitted to select such samples at random from the production lot tendered for acceptance.

(d) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The PVT samples will be sent, by the Government at government expense, to a government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the contracting officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT test results.

The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

(e) [This subparagraph pertains only to unilateral purchase orders.]

(1) The PVT samples will be sent by the Government and at government expense, to a government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 days after receipt of the samples. If the Government fails to act within the specified time period set forth herein for notification, the contracting officer shall, upon timely written request **from the contractor**, incorporate FAR clause 52.243-1, "Changes Fixed-Price", into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the PVT test results.

(2) The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

52.247-9000 Guaranteed maximum shipping weights or dimensions.

As prescribed in 47.305(91), insert the following clauses:

GUARANTEED MAXIMUM SHIPPING WEIGHTS OR DIMENSIONS (DEC 1985) - DLAD

Note to Administrative Contracting Officer. This award has been made on the basis of guaranteed maximum shipping weights or dimensions, and/or minimum size of shipments as specified. Take action in accordance with DLAM 8105.1, Contract Administration Manual, section 47-5, if it becomes evident that the guaranteed maximum shipping weights or dimensions will be exceeded, or if the contractor tenders delivery of less than the minimum size shipment specified, in order that action may be taken to adjust the contract price.

(End of clause)

52.247-9001 Port handling and ocean costs in bid evaluation.

As prescribed in 47.305(92), insert the following provision:

PORT HANDLING AND OCEAN COSTS IN OFFER EVALUATION (APR 1985) - DLAD

The above tentative port handling and ocean freight charges are set forth for the information of offerors. In evaluating offers received in response to this solicitation, the Government will utilize those charges which are on file as of the date of bid opening, or closing time specified for receipt of port handling and ocean freight charges actually used in evaluation, if substituted for any listed above, will be furnished interested offerors upon request.

(End of provision)

52.247-9003 Reserved.

52.247-9004 Reserved.

52.247-9005 Reserved.

52.249-9000 Administrative costs of reprocurement after default.

As prescribed in 49.402-6(90), insert the following clause:

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) - DLAD

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 [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. **This assessment of damages for administrative costs shall** 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.

(End of clause)

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[f71]On 12/13/01 DLAD editor added this new clause to subpart 52.211-9005 thru 9007 IAW PROCLTR 01-20.

Page: 231

[f72]On 12/13/01 DLAD editor added 3 new clauses ( 52.211-9005 thru 9007) IAW PROCLTR 01-20.

Page: 232

[f73][f73]IAW 1/11/02 email instructions from action officer Anne Burleigh the word provision was replaced with clause.

Page: 236

[f74]On 10/19/01 DLAD editor corrected this date IAW PROCLTR 01-16 and action officer's ( Frank Pane ) request.

Page: 242

[f75]On 9/28/01 DLAD editor added section 52.213-9004(d) 14, IAW PROCLTR 01-16

Page: 243

[f76]IAW instruction from action officer Jerry Gilbart in email dated 7/26/01 subject : Trade Discounts the DLAD editor corrected this on 7/27/01.

Page: 255

[f77]On 11/15/01, IAW PROCLTR 99-09, DLAD editor corrected 52.217-9006(a) & (h), deleted text enclosed in quotes below, e.g., *(a) These investments can only be made to meet S&S requirements "as defined in the Defense Planning Guidance (i.e.," major theatre warfare or smaller scale contingencies). They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.*

Page: 255

[f78]On 11/15/01 DLAD editor, IAW PROCLTR 99-09 corrected 52.217-9006(h), deleted text enclosed in quotes below as follows: *(h) The contractor shall not access S&S investments for any purpose other than to support the contingencies "defined in the Defense Planning Guidance" indicated in paragraph (a), unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.*

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[f79]IAW PROCLTR 2002-01 DLAD editor added this new clause at 52.239-9004 on 1/30/02.