

PART 52

SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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

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**Comment:** On 8/9/02 DLAD editor added these clause IAW PROCLTR 02-14. See prefatory comment #46.

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On 2/27/02 DLAD editor added PROCLTR 2002-04 into DLAD. This clause was already added by PROCLTR 2002-01. See prefatory comment #34.

**Comment:** On 8/9/02 DLAD editor added these 5 new BSM clauses IAW PROCLTR 2002-11.

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)

52.208-9001 Acquisition of Federal Prison Industries Items.

As prescribed in 8.602(a)(i)(90), insert the following provision:

ACQUISITION OF FEDERAL PRISON INDUSTRIES ITEMS (JUNE 2002) - DLAD

For items listed on the Federal Prison Industries (FPI) Schedule of Products Made in Federal Penal and Correctional Institutions, issuance of this solicitation will constitute market research. Price, quality, and delivery will be evaluated both as part of the contracting officer's award decision and as the comparability determination required by Defense Federal Acquisition Regulation Supplement (DFARS) 208.602. The award evaluation and comparability determination will be conducted using the award criteria contained in this solicitation. FPI will receive an order to fulfill this requirement if

**Comment:** On 8/9/02 DLAD editor added this BSM clause IAW PROCLTR 02-09.

its offer is comparable to those from private-sector sources. By signing an award resulting from this solicitation, the contracting officer signifies that a comparability determination has been made.

(End of Provision)

52.211-9000 Government surplus material.

As prescribed in 11.304-91(a), insert the following clause:

GOVERNMENT SURPLUS MATERIAL (APR 2002) - DLAD  
(Previous versions of this clause are considered obsolete.)

**Comment:** On 8/15/02 DLAD editor added this comment for clarification IAW PROCLTR 02-06. See prefatory comment #38 for details and any superseded text.

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes \_\_\_ No \_\_\_ The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). Yes \_\_\_ No \_\_\_ The material conforms to the revision letter/number, if any is cited. Yes \_\_\_ No \_\_\_ Unknown \_\_\_ If no, the revision offered does not affect form, fit, function, or interface. Yes \_\_\_ No \_\_\_ Unknown \_\_\_ The material was manufactured by:

(Name)	(Address)	
(2) The Offeror currently possesses the material. Yes ___ No ___ If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. Yes ___ No ___ If yes, provide the information below:		
Government Selling Agency	Contract Number	Contract Date (Month, Year)
Other Source	Address	Date Acquired (Month/Year)

(3) The material has been altered or modified. Yes \_\_\_ No \_\_\_ If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes  No  If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes  No ; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. Yes  No  If yes, the price includes replacement of cure-dated components. Yes  No

(5) The material has data plates attached. Yes  No  If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes  No  (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number	NSN	Cage Code
Part Number	Other Markings/Data	

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes  No  If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes  No ; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency	Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes  No  If yes, (i) the specification/drawing is in the possession of the Offeror. Yes  No ; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes  No

Specification/Drawing Number	Revision (if any)	Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes  No  If yes, (i) Material has been re-preserved. Yes  No ; (ii) Material has been repackaged. Yes  No ; (iii) Percentage of material that has been inspected is \_\_\_\_\_% and/or number of items inspected is \_\_\_\_\_; and (iv) a written report was prepared. Yes  No  If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes  No

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

\_\_\_ For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

\_\_\_ For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

\_\_\_ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes \_\_\_ No \_\_\_.)

\_\_\_ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach. \_\_\_\_\_

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

(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 **Government** Surplus Material.

As prescribed in 11.304-91(a), insert the following provision:

CONDITIONS FOR EVALUATION OF OFFERS OF **GOVERNMENT** SURPLUS MATERIAL  
(APR 2002) - DLAD

(a) **Definition.**

**"Surplus material," as used in this provision, has the same meaning as in the clause at 52.211-9000, Government Surplus Material.**

(b) The Agency will evaluate **an** offer 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 **each** Engineering Support Activity (ESA) evaluation, plus any additional fees required for special testing and/or inspection).

(c) **When an offer is for a quantity less than the solicited quantity, the contracting officer will consider the \$500 cost of issuing and administering more than one award. The contracting officer will also consider the anticipated impact on the unit price of the remaining quantity, to determine the total cost to the Government.**

(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) EXA 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 *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  
(APR 2002) - 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 clause applies only to offers of "exact product." Offers of "alternate product" will be evaluated in accordance with the clause at DLAD 52.217-9002. Offerors of Government surplus material must comply with the requirements in the clause at DLAD 52.211-9000 in addition to this clause, and surplus offers will be evaluated in accordance with the provision at DLAD 52.211-9003.*

*(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, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under the direction of 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, plus whatever additional evidence the Contracting Officer*

**Comment:** Page: 234  
On 12/13/01 DLAD editor added 3 new clauses ( 52.211-9005 thru 9007) IAW PROCLTR 01-20.

**Comment:** On 4/17/02 DLAD editor edited this clause IAW PROCLTR 02-07.

**Comment:** On 4/17/02 DLAD editor edited subpart 52.211-9005 (c) IAW PROCLTR 02-07.

**Comment:** Page: 1  
IAW 1/11/02 email instructions from action officer Anne Burleigh the word provision was replaced with clause.

**Comment:** On 4/17/02 DLAD editor added subpart 52.211-9005(d) IAW PROCLTR 02-07.

determines necessary to sufficiently establish the identity of the item and its manufacturing source:

(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.)

**Comment:** On 4/17/02 DLAD editor edited 52.211-9005 (d)(1)(ii) IAW PROCLTR 02-07. For archival coverage see prefatory coment# 27.

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation.

**Comment:** On 4/17/02 DLAD editor added 52.211-9005 (d)(1)(iii) IAW PROCLTR 02-07.

(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; or

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation; and

(iv) 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 manufacturer 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 clause or solicitation 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 ([July] 2002) - 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 **Administrative Contracting Officer (ACO)**.

(b) The Contractor shall immediately provide to the **Administrative Contracting Officer (ACO)** 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 ([July] 2002) -- 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. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DSCR Technical Oversight Office (TOO) Web site at <http://www.dscr.dla.mil/vg/CriticalPartReview.htm>.)

(End of clause)

**Comment:** On 8/9/02 DLAD editor updated clause 52.211-9006 IAW PROCLTR 02-13. For archived superseded text see prefatory comment #45.

**Comment:** On 8/9/02 DLAD editor updated clause 52.211-9007 IAW PROCLTR 02-13. For superseded text see prefatory comment #45.

52.211-9008 Bar Coding (Applicable to DSCC, DSCP and DSCR only)

**Comment:** Page: 237  
On 2/14/02 DLAD editor added this new clause 52.211-9008 IAW PROCLTR 2002-03.

As prescribed in 11.290, insert a clause substantially as follows:

**BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DEC 2001) - DLAD**

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

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

- (1) Document number and suffix.
- (2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number).
- (3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, followed by an "A" and eight zeros.

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

(d) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BC1.

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

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

In bar code element 3 above:

The RIC for each procuring activity is as follows:

- S9C - Defense Supply Center Columbus - Construction
- S9E - Defense Supply Center Columbus - Electronics
- S9G - Defense Supply Center Richmond
- S9I - Defense Supply Center Philadelphia - General and Industrial
- S9T - Defense Supply Center Philadelphia - Clothing and Textiles
- S9M - Defense Supply Center Philadelphia - Medical Materiel
- S9P - Defense Supply Center Philadelphia - Perishable Subsistence
- S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an "A" and eight zeros, (i.e. "A00000000")

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of AIM BC1 is available from:

AIM USA  
634 Alpha Drive  
Pittsburgh, PA 15238-2802  
(412) 963-8588

(End of Clause)

52.211-9009 Non-Acceptability of Government Surplus Material.

**Comment:** On 4/12/02 DLAD editor added this IAW PROCLTR 02-06

As prescribed in 11.304-91(b), insert the following provision:

**NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL  
(APR 2002) - DLAD**

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

(End of provision)

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 2001) -- DLAD

**Comment:** Page: 240  
On 10/19/01 DLAD editor corrected this date IAW PROCLTR 01-16 and action officer's ( Frank Pane ) request.

(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.)  
\_\_\_\_\_.

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 the representation in clause 52.211-9000, Government Surplus Material (Apr 2002).

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	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 Great Britain and Northern Ireland
FR = France	AU = Austria
GR = Greece	FI = Finland
IS = Israel	SW = Sweden
IT = Italy	SZ = Switzerland
LU = Luxembourg	

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

Comment: Page: 246  
On 9/28/01 DLAD editor added section 52.213-9004(d) 14, IAW PROCLTR 01-16

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)

52.213-9005 SRweb Quoting Information

Comment: On 8/16/02 DLAD editor added this clause IAW PROCLTR 2002-15. See prefatory comment #48.

As prescribed in DLAD 13.106-1(90), insert the following provision in solicitations:

SRweb Quoting Information (AUG 02) - DLAD

- (a) SOLICITATIONS ON SRWEB: This provision applies to all Requests for Quotations (RFQs) that are posted on SRweb (Solicitation and Response web).
- (b) SUBMISSION OF QUOTES: Quotes, and any revisions, must be submitted electronically on SRweb at [www.dla.mil/bsmweb](http://www.dla.mil/bsmweb) prior to the solicitation return date and time for all Requests for Quotations (RFQs) posted on SRweb. Quotes received by other means, such as fax, email, or US mail, will not be considered for award.
- (c) RETURN DATE AND TIME: If no time is specified in the solicitation, the time for receipt of quotes is 5:00 P.M. Eastern Time on the Return date.
- (d) HOW INTERRUPTIONS AFFECT RETURN TIME AND DATE: If an emergency or unanticipated event interrupts normal Government processes so that quotes cannot be submitted on SRweb at the close of a solicitation, the return date/time will be extended. Notice of the extension will be provided on the SRweb home page. A vendor's inability to submit a quote caused by failure of a vendor's hardware, software, Internet Service Provider, or the World Wide Web itself, is not cause for extension of a solicitation.
- (e) LATE QUOTES: Quoting is not available on SRweb after the solicitation return date/time; therefore, "late" quotes will not be considered for award.
- (f) QUOTE REVISIONS: Quotes may be revised on SRweb prior to the solicitation return date/time by using the SRweb submitted quote search and clicking the edit button. Quote revisions will overlay previously submitted quotes on the same solicitation in the Government database.
- (g) REQUOTE ON SOLICITATION AMENDMENTS: When a solicitation is amended, any vendor who previously submitted a quote will receive an email notification that the solicitation has been amended. In order to be considered for award the vendor must requote on the solicitation amendment. Quotes submitted prior to the amendment will not be considered for award.

- (h) **QUOTE WITHDRAWAL:** Quotes may be withdrawn prior to the return date/time by using the SRweb "submitted quote" search and clicking the "delete quote" button. After the return date/time has passed, vendors must contact the buyer to withdraw their quote(s).
- (i) **FAST AWARD SOLICITATIONS:** A Fast Award icon  on the SRweb "search results" screen identifies Fast Award Solicitations. These solicitations may be awarded prior to the solicitation return date/time. Commencing at 5:00 P.M. four business days after the issue date, and continuing every day thereafter at 5:00 P.M. until the return date, all quotes will be evaluated by DLA's automated evaluation program (OEweb) for an early award. Therefore, quotes should be submitted as soon as possible on Fast Award Solicitations. **NOTE:** Award will not be made prior to the return date/time on solicitations that have not been designated as Fast Award Solicitations without a documented urgency.
- (j) **AUCTION SOLICITATIONS:** A gavel icon on the SRweb "search results" screen identifies Auction Solicitations. Prices and other factors that could affect price evaluation (inspection and acceptance point, surplus, Buy American) are publicly displayed for all bids without exception (note: large business quotes above \$2500 are not displayed on auction solicitations set-aside for small business). Bidders remain anonymous and have the opportunity to lower their quotes up until the auction closes (the return date/time) in the hope of receiving the award. For additional help on auctions solicitations, refer to the SRweb User's Guide located on left sidebar under SRweb links titled "help".

(End of Provision)

52.213-9006

OEweb Evaluation Information

**Comment:** On 8/16/02 DLAD editor added this clause IAW PROCLTR 2002-15. See prefatory comment #48.

As prescribed in DLAD 13.106-2(b) (91), insert the following provision in solicitations:

OEweb Evaluation Information (AUG 02) - DLAD

(a) **AUTOMATED EVALUATION:** All solicitations beginning with "SPE" are candidates for award under DLA's automated evaluation program called OEweb (Offer Evaluation web). The program uses price logic and other automated filters to make fully automated and buyer assisted automated awards \$100,000 or less. A purchase order beginning with "SPE" denotes an order issued by the automated evaluation program.

The automated evaluation only considers "qualified quotes" for award. Qualified quotes are in exact compliance with the solicitation requirements (bid type equal to "bid without exception"), and are submitted on SRweb. "Qualified quotes" must be all or none.

- (1) The following are not, by themselves, considered exceptions to the solicitation requirements and will not make a quote ineligible for an automated award:
- (i) Quoting delivery different than the required delivery days;
  - (ii) Quoting origin inspection on solicitations requiring destination inspection;
  - (iii) Quoting a superceding or previously approved part on an item described by manufacturer's CAGE and part number;
  - (iv) Quoting other than a domestic end product on an unrestricted solicitation;
  - (v) Quoting a hazardous item; and
  - (vi) Quoting a surplus item.
- (2) The following are considered exceptions to the solicitation requirements and will make a quote ineligible for an automated award:
- (i) Quoting an alternate product or otherwise taking exception to the solicitation's item description;
  - (ii) Exceptions to packaging requirements;
  - (iii) Exceptions to FOB terms;

- (iv) Quoting destination inspection on a solicitation requiring origin inspection;
- (v) Exceptions to required quantity.

(b) **AUTOMATED EVALUATION FACTORS:** The automated evaluation program evaluates all qualified quotes and does not consider quantity price breaks. Price evaluation factors are added to the total quoted price in the following instances:

- (1) \$250 for quoting origin inspection when the Government's requirement is for destination inspection (see DLAD 52.213-9001);
- (2) \$200 for quoting surplus material on non-critical items; \$700 for quoting surplus material on critical items (see DLAD 52.211-9003);
- (3) The Buy American Act (BAA) places restrictions on the purchase of supplies that are not domestic end products. As such, vendor offers may be subject to the application of a 50% price evaluation factor. Offerors should consult the appropriate clause in Section I of this solicitation for applicability. Note that the BAA does not apply to any procurement whose total value is less than or equal to \$2500;
- (4) A delivery evaluation factor (DEF), if specified in any DEF provision/clause in this solicitation.

(c) **TIE QUOTES:** If prices are tied, qualified quotes offering a domestic end product will receive the award over a quote offering a non-qualifying country end product. If domestic end product quotes are still tied, small businesses are selected over large businesses. If prices are tied on small business quotes offering domestic end products, the automated evaluation program selects the qualified quote with the shortest delivery. (If a quote contains different deliveries for multiple line items the automated evaluation program uses the average of the delivery periods.) If prices and delivery are tied, the automated evaluation program uses the first quote in as the tiebreaker.

(d) **MANUAL EVALUATION:** If there are no qualified quotes, or the automated evaluation program is unable to make an award, the requirement will be evaluated and awarded manually (denoted by an "SPM" in the first three positions of the purchase order procurement identification number).

(e) **MANUAL EVALUATION FACTORS:** If the requirement is evaluated manually, price, delivery, and past performance will be considered. Delivery evaluation factors (DEF) and automated best value scores (ABVS) may be used, if specified in other solicitation provisions.

(f) **ALTERNATE PRODUCTS:** For part numbered items, offers of alternate product will not be evaluated for the current procurement. Instead, offerors should submit requests for evaluation of alternate products for future procurements as specified in 52.217-9002 (Section L).

**(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**, 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.

**Comment:** Page: 247  
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.

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)

52.216-9000 Implementation of FAR 52.216-2 Economic Price Adjustment--Standard Supplies.

Pursuant to 16.203-4(a)(90), insert a clause that is substantially the same as the following clause:

IMPLEMENTATION OF FAR 52.216-2 ECONOMIC PRICE ADJUSTMENT - STANDARD SUPPLIES (JAN 2002) - DLAD

- (a) Economic price adjustment (EPA) pursuant to the clause of this contract entitled ECONOMIC PRICE ADJUSTMENT-STANDARD SUPPLIES (FAR 52.216-2), shall be determined as implemented herein.
- (b) EPA is limited to changes in the established price for the Contract Line Item Number (CLIN) listed below. The offeror shall report the item name, its part number and current established price (as defined in paragraph (a) of the aforementioned EPA clause), its unit of measure and FOB location, shall identify the name, source and date of the document containing such price, and shall attach to its offer, a copy of the pages from such document identifying the item and its price:

(Note1)

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

- (c) In the event the price cited in (b) is an established market price which the contracting officer determines consistently and substantially fails to reflect market conditions, the contracting officer may modify the contract to specify use of an appropriate substitute market price, effective on the date such market price specified in the contract begins to consistently and substantially fail to reflect market conditions.
- (d) The Contractor shall include with the final invoice, a statement that the Contractor has not experienced a decrease in the unit price for the item listed herein, or a statement that it has given notice of all such decreases in compliance with the EPA clause.

(End of clause)

**Comment:** Page: 250  
On 2/1/02 DLAD editor added this clause IAW PROCLTR 2002-02

Note 1: The contracting officer shall list the CLIN to be subject to EPA, provide for offeror fill-in of its item name, part number, current cost, unit of measure and FOB location for such item, and for the name, source and date of the document containing such price.

52.216-9001 Implementation of FAR 52.216-3 Economic Price Adjustment--Semistandard Supplies.

Comment: Page: 251  
On 2/1/02 DLAD editor added this clause IAW PROCLTR 2002-02

Pursuant to 16.203-4(b) (90), insert a clause that is substantially the same as the following clause:

IMPLEMENTATION OF FAR 52.216-3 ECONOMIC PRICE ADJUSTMENT - SEMISTANDARD SUPPLIES (JAN 2002) - DLAD

(a) Economic price adjustment (EPA) pursuant to the clause of this contract entitled ECONOMIC PRICE ADJUSTMENT-SEMISTANDARD SUPPLIES (FAR 52.216-3), shall be determined as implemented herein.

(b) EPA is limited to changes in the established price for the Contract Line Item Number (CLIN) listed below. The offeror shall report the item name, its part number and current established price (as defined in paragraph (a) of the aforementioned EPA clause), its unit of measure and FOB location, shall identify the name, source and date of the document containing such price, and shall attach to its offer, a copy of the pages from such document identifying the item and its price:

(Notel)

(c) In the event the price cited in (b) is an established market price which the contracting officer determines consistently and substantially fails to reflect market conditions, the contracting officer may modify the contract to specify use of an appropriate substitute market price, effective on the date such market price specified in the contract begins to consistently and substantially fail to reflect market conditions.

(d) The Contractor shall include with the final invoice, a statement that the Contractor has not experienced a decrease in the unit price for the item listed herein, or a statement that it has given notice of all such decreases in compliance with the EPA clause.

(End of clause)

Note 1: The contracting officer shall list the CLIN to be subject to EPA, provide for offeror fill-in of its item name, part number, current cost, unit of measure and FOB location for such item, and for the name, source and date of the document containing such price.

52.216-9002 Implementation of FAR 52.216-4 Economic Price Adjustment--Labor and Material.

Comment: Page: 251  
On 2/1/02 DLAD editor added this clause IAW PROCLTR 2002-02

Pursuant to 16.203-4(c) (90), insert a clause that is substantially the same as the following clause:

IMPLEMENTATION OF FAR 52.216-4 ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL (JAN 2002) - DLAD

(a) Economic price adjustment (EPA) pursuant to the clause of this contract entitled ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL (FAR 52.216-4), shall be determined as implemented herein.

(b) EPA is limited to changes in the contractor's cost relative to the labor category or item of material and the related Contract Line Item Number (CLIN) listed below. The offeror shall list its current cost per unit of labor and/or materials for such item, shall identify the name, source and date of the document containing such cost,

and shall attach to its offer, a copy of the pages from such document identifying the item and its cost:

(Note1)

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(c) EPA for the specified cost element relative to each Contract Line Item Number (CLIN) shall be calculated as follows:

(Note2)

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(d) The Contractor shall include with the final invoice, a statement that the Contractor has not experienced a decrease in the unit price for the item listed herein, or a statement that it has given notice of all such decreases in compliance with the EPA clause.

(End of clause)

Note 1: For the item to be subject to price adjustment, the contracting officer shall list the CLIN, the specific labor category or item of raw material, purchased part, etc. to be subject to EPA, provide for offeror fill-in of its current cost and unit of measure for such category/item, and for the name, source and date of the document containing such cost.

Note 2: The contracting officer shall identify the quantity and cost (or the dollar percentage) of the item listed in paragraph (b) that is included in CLIN price, along with an explicit description of how an increase, and how a decrease, in such item cost shall be used in calculating any EPA to the CLIN unit price. A sample calculation may be included if deemed beneficial.

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:

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS  
(*July* 2002) - DLAD

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an "exact product," an "alternate product" (which includes a "previously reverse-engineered product"), a "superceding part number," or a "previously-approved product;" and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in subparagraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

- o Exact Product - Applies to CLIN(s): . . . . .
- o Alternate/Previously Reverse-Engineered Product - Applies to CLIN(s): . . . . .
- o Superceding Part Number - Applies to CLIN(s): . . . . .
- o Previously-Approved Product - Applies to CLIN(s): . . . . .

(b) "Exact product."

(1) "Exact product" means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an "exact product" is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering "exact product;" even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)

**Comment:** On 7/31/02 DLAD editor updated clause 52.217-9002 IAW PROCLTR 2002-12. To see the superseded text view prefatory comment #17.

(i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;

(ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;

(iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.

(2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

(c) "Alternate product."

(1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following:

(i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;

(iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or

(iv) Any other Offeror who does not meet the criteria in subparagraphs (b) (1), (d), or (e) of this provision.

(2) If an alternate product is offered, the Offeror shall 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 shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, 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, the Contracting Officer 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. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; 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.

(3) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the AID; or, if not specified in the AID, are as follows: [buyer insert (a), (b), (c), or (d), as applicable, if AID does not identify]. (If the level of data in the Government's possession and Offeror requirements for data submission are not

identified in either the AID or in this subparagraph (c) (3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c) (2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c) (2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c) (2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c) (2) of this provision, 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, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

(3) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE; or begins with SP0 and contains "T" or "U" in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DLAD 17.7501(b) (4).

(i) For solicitation numbers beginning with SPE7 or SPE9; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Columbus  
Directorate of Procurement  
Alternate Offer Monitor, DSCC-PCA  
3990 East Broad Street  
Columbus, OH 43216-5000

(ii) For solicitation numbers beginning with SPE4; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Richmond  
Office of the Competition Advocate  
ATTN: DSCR-DU  
8000 Jefferson Davis Highway  
Richmond, VA 23297-5100

(iii) For solicitation numbers beginning with SPE5; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Philadelphia  
Office of the Competition Advocate/General & Industrial  
DSCP-PI  
700 Robbins Avenue

Philadelphia, PA 19111-5096

(d) "Superceding part number."

(1) The Offeror must indicate that a "superceding part number" is being offered if the offered item otherwise qualifies as an "exact product," except that the part number cited in the AID has been superceded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for "alternate products." (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an "alternate product.")

(2) For solicitation numbers beginning with SPE, any data to be furnished with an offer of a "superceding part number" should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(e) "Previously-approved product."

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

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

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(f) For all types of offers ("exact product," "alternate product," "superceding part number," or "previously-approved product"), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a "superceding part number" or a "previously-approved part number" to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. 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, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. 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 52.215-1(e).

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.

(i) **It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation, and the Contracting Officer subsequently finds the evidence to be unacceptable, the award may be cancelled.**

(End of provision)

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
- (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 200	FY 200
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 reopener clause or otherwise included in the contract:

	FY 200_	FY 200_
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 200_	FY 200_
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 *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), unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments

**Comment:** Page: 261  
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.~~

**Comment:** Page: 261  
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.~~

*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)*

52.219-9001 *Set-Asides of Acquisitions of Items Listed in the Schedule of Products Made in Federal Penal and Correctional Institutions.*

**Comment:** On 8/9/02 DLAD editor added this clause IAW PROCLT 02-09.

*As prescribed in 19.502-1(b)(90), insert the following provision:*

**SET-ASIDES OF ACQUISITIONS OF ITEMS LISTED IN THE SCHEDULE OF PRODUCTS MADE IN FEDERAL PENAL AND CORRECTIONAL INSTITUTIONS (JUNE 2002) - DLAD**

*For items listed on the Schedule of Products Made in Federal Penal and Correctional Institutions, when a comparability determination leads to a competitive acquisition, set-asides may be used. However, notwithstanding the inclusion of any set-aside provision or clause in this solicitation, FPI shall also be permitted to compete for, and could receive award of, the acquisition.*

*(End of provision)*

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) - DLAD

(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)

52.219-9005 Combined Set-Aside Instructions.

As prescribed in 19.508(90) (a), insert the following clause:

COMBINED SET-ASIDE INSTRUCTIONS (JUN 2002) - DLAD

**Comment:** On 8/9/02 DLAD editor added clauses 52.219-9005 thru 52.219-9012 IAW PROCLTR 02-14.

*This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) very small business concerns (FAR 52.219-5, Alternate II); then, if no qualified quote is received from a very small business concern at a fair market price, (2) HUBZone small business concerns (FAR 52.219-3); then, if no qualified quote is received from a HUBZone at a fair market price, (3) small business concerns (FAR 52.219-6).*

*Only those firms headquartered in the following Small Business Administration (SBA) districts are eligible for consideration as very small business concerns under this acquisition: Columbus, OH for solicitation numbers beginning with SPE7 or SPE9; Philadelphia, PA for solicitation numbers beginning with SPE5, SPE3, SPE2, or SPE1.*

*The FAR clauses contained herein (except paragraphs (b) of 52.219-3 and 52.219-5, Alternate II) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.*

*(End of clause)*

52.219-9006 Combined Set-Aside Instructions (Alternate I).

*As prescribed in 19.508(90)(b), insert the following clause:*

**COMBINED SET-ASIDE INSTRUCTIONS (ALTERNATE I) (JUN 2002) - DLAD**

*This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) very small business concerns (FAR 52.219-5); then, if no qualified quote is received from a very small business concern at a fair market price, (2) HUBZone small business concerns (FAR 52.219-3); then, if no qualified quote is received from a HUBZone at a fair market price, (3) small business concerns (FAR 52.219-6).*

*Only those firms headquartered in the following Small Business Administration (SBA) districts are eligible for consideration as very small business concerns under this acquisition: Columbus, OH for solicitation numbers beginning with SPE7 or SPE9; Philadelphia, PA for solicitation numbers beginning with SPE5, SPE3, SPE2, or SPE1.*

*The FAR clauses contained herein (except paragraphs (b) of 52.219-3 and 52.219-5) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.*

*(End of clause)*

52.219-9007 Combined Set-Aside Instructions (Alternate II).

*As prescribed in 19.508(90)(c), insert the following clause:*

**COMBINED SET-ASIDE INSTRUCTIONS (ALTERNATE II) (JUN 2002) - DLAD**

*This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) very small business concerns (FAR 52.219-5, Alternate I); then, if no qualified quote is received from a very small business concern at a fair market price, (2) HUBZone small business concerns (FAR 52.219-3); then, if no qualified quote is received from a HUBZone at a fair market price, (3) small business concerns (FAR 52.219-6 Alternate I).*

*Only those firms headquartered in the following Small Business Administration (SBA) districts are eligible for consideration as very small business concerns under this acquisition: Columbus, OH for solicitation numbers beginning with SPE7 or SPE9; Philadelphia, PA for solicitation numbers beginning with SPE5, SPE3, SPE2, or SPE1.*

The FAR clauses contained herein (except paragraphs (b) of 52.219-3 and 52.219-5, Alternate I) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.

(End of clause)

52.219-9008 HUBZone Set-Aside Instructions.

As prescribed in 19.508(90)(d), insert the following clause:

HUBZone SET-ASIDE INSTRUCTIONS (JUN 2002) - DLAD

This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) HUBZone small business concerns (FAR 52.219-3); then, if no qualified quote is received from a HUBZone at a fair market price, (2) small business concerns (FAR 52.219-6). The FAR clauses contained herein (except paragraph (b) of 52.219-3) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.

(End of clause)

52.219-9009 HUBZone Set-Aside Instructions (Alternate I).

As prescribed in 19.508(90)(e), insert the following clause:

HUBZone SET-ASIDE INSTRUCTIONS (ALTERHATE I) (JUN 2002) - DLAD

This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) HUBZone small business concerns (FAR 52.219-3); then, if no qualified quote is received from a HUBZone at a fair market price, (2) small business concerns (FAR 52.219-6 Alternate I). The FAR clauses contained herein (except paragraph (b) of 52.219-3) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.

(End of clause)

52.219-9010 Very Small Business Set-Aside Instructions.

As prescribed in 19.508(90)(f), insert the following clause:

VERY SMALL BUSINESS SET-ASIDE INSTRUCTIONS (JUN 2002) - DLAD

This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) very small business concerns (FAR 52.219-5, Alternate II); then, if no qualified quote is received from a very small business concern at a fair market price, (2) small business concerns (FAR 52.219-6).

Only those firms headquartered in the following Small Business Administration (SBA) district are eligible for consideration as very small business concerns under this acquisition: Columbus, OH for solicitation numbers beginning with SPE7 or SPE9; Philadelphia, PA for solicitation numbers beginning with SPE5, SPE3, SPE2, or SPE1.

The FAR clauses contained herein (except paragraph (b) of 52.219-5, Alternate II) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.

(End of clause)

52.219-9011 Very Small Business Set-Aside Instructions (Alternate I).

As prescribed in 19.508(90)(g), insert the following clause:

**VERY SMALL BUSINESS SET-ASIDE INSTRUCTIONS (ALTERNATE I) (JUN 2002) - DLAD**

*This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) very small business concerns (FAR 52.219-5); then, if no qualified quote is received from a very small business concern at a fair market price, (2) small business concerns (FAR 52.219-6).*

*Only those firms headquartered in the following Small Business Administration (SBA) district are eligible for consideration as very small business concerns under this acquisition: Columbus, OH for solicitation numbers beginning with SPE7 or SPE9; Philadelphia, PA for solicitation numbers beginning with SPE5, SPE3, SPE2, or SPE1.*

*The FAR clauses contained herein (except paragraph (b) of 52.219-5) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.*

*(End of clause)*

**52.219-9012 Very Small Business Set-Aside Instructions (Alternate II).**

*As prescribed in 19.508(90)(h), insert the following clause:*

**VERY SMALL BUSINESS SET-ASIDE INSTRUCTIONS (ALTERNATE II) (JUN 2002) - DLAD**

*This solicitation is restricted to small business concerns. All small businesses are encouraged to submit quotes; however, award will be made in the following order of set-aside precedence: (1) very small business concerns (FAR 52.219-5, Alternate I); then, if no qualified quote is received from a very small business concern at a fair market price, (2) small business concerns (FAR 52.219-6 Alternate I).*

*Only those firms headquartered in the following Small Business Administration (SBA) districts are eligible for consideration as very small business concerns under this acquisition: Columbus, OH for solicitation numbers beginning with SPE7 or SPE9; Philadelphia, PA for solicitation numbers beginning with SPE5, SPE3, SPE2, or SPE1.*

*The FAR clauses contained herein (except paragraph (b) of 52.219-5, Alternate I) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.*

*(End of clause)*

**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 - Y2K COMPLIANCE NOTICE- DLAD

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

Y2K COMPLIANCE NOTICE (Jun-2002) (DLAD 52.239-9000)

The contractor shall ensure that all items/products delivered under this contract (or order) that contain embedded microchips with a clock mechanism, timing device, or control device and are required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 (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

**Comment:** On 6/26/02 DLAD editor added this updated comment to clause 52.239-9000. For archival text of this clause see prefatory comment # 42.

extent that other Information Technology (IT) and non-IT items being acquired properly exchange date/time data with it.

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 2540-1**.

(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 contacting 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.

52.247-9006 FOB Destination Price Quoting Instructions -- Overseas DVD and Navy Ships.

As prescribed in DLAD 47.305-4, insert the following clause in solicitations and contracts:

**FOB Destination Price Quoting Instructions -- Overseas DVD and Navy Ships (JUL 02) - DLAD**

**Note: This clause does not apply when the SIG (signal code) found in Section F - Additional Delivery Info is J, K, L, or M; use instructions in clause 52.247-9001 instead.**

**Offerors shall include the cost of transportation in their price quotes. This clause identifies the Continental United States (CONUS) location (i.e., destination) to use for price quoting purposes. This clause does not modify or supercede any shipping instructions specified elsewhere in the solicitation. The successful offeror (i.e.,**

**Comment:** On 8/9/02 DLAD editor added new BSM clauses 52.247-9006 thru 52.247-9010 IAW PROCLTR 2002-11. DLA's contract writing system PD2 incorporates these clauses.

awardee) must contact the transportation office of the contract administration office prior to shipment for confirmation of actual delivery location.

The location (i.e., destination) to use for price quoting purposes only, in order of precedence (first to last), is as follows:

- (a) Use the CONUS Break Bulk Point (BBP) or Container Consolidation Point (CCP) if one is identified in Section F - Additional Delivery Info. If one is not identified,
- (b) Use the complete (i.e., contains street, city, state) CONUS shipping address, if one is identified in Section F - Delivery Information Ship To. If one is not identified,
- (c) Use the following APO/FPO information in Section F - Delivery Information Ship To.
  - (1) If the APO/FPO is AA or AE, anticipate delivery to New Cumberland, PA. 17070; Dover, DE. 19902; or Norfolk, VA 23511.
  - (2) If the APO/FPO is AP, anticipate delivery to Travis AFB, CA. 94535, Tracy, CA. 95376; or San Diego CA. 92136.
- (d) If none of the above exists, access the TAC 1 (parcel post address) from the Defense Automatic Addressing Center Inquiry (DAASINQ) website at <https://day2k1.daas.dla.mil/dodaac>. Perform a Department of Defense Activity Addressing Code (DoDAAC) query using the following as the DoDAAC:
  - (1) First 6 digits of the Transportation Control Number (TCN), if signal code (SIG) in Section F - Additional Delivery Info is other than J, K, L, or M.
  - (2) Supplementary address (SUPP ADD) in Section F - Additional Delivery Info, if SIG is J, K, L, or M.If the TAC 1 is a complete CONUS shipping address, use this address. If the TAC 1 contains an APO/FPO, use the destination specified in (c) (1) or (c) (2) above.

(End of clause)

52.247-9007 FOB Destination Price Quoting Instructions -- CONUS DVD

As prescribed in DLAD 47.305-4, insert the following provision in solicitations:

FOB Destination Price Quoting Instructions -- CONUS DVD (JUL 02) - DLAD

Offerors shall include the cost of transportation in their price quotes. This clause identifies the location (i.e. destination) to use for price quoting purposes. This clause does not modify or supercede any shipping instructions specified elsewhere in the solicitation.

The location to use for price quoting purposes only, in order of precedence (first to last), is as follows:

- (a) Use the CONUS break bulk point (BBP) in Section F Additional Delivery Info if one is identified. If CONUS BBP is not identified,
- (b) Use the Ship To address in Section F Delivery Information.

(End of provision)

52.247-9008 FOB Destination Price Quoting Instructions -- FMS

As prescribed in DLAD 47.305-4, insert the following clause in solicitations and contracts:

FOB Destination Price Quoting Instructions -- FMS (JUL 02) - DLAD

Note: Do not use the "ship to" address (i.e., ultimate consignee) identified in Section F - Delivery Information, or an outside CONUS (OCONUS) break bulk point (BBP) if one is specified in Section F - Additional Delivery Info, for price quoting purposes. Instead, use the below procedures for price quoting purposes.

Offerors shall include the cost of transportation in their price quotes. This clause identifies the Continental United States (CONUS) location (i.e., destination) to use for

price quoting purposes. This clause does not modify or supercede any shipping instructions specified elsewhere in the solicitation. The successful offeror (i.e., awardee) must contact the transportation office of the procuring activity office prior to shipment for confirmation of actual delivery location.

The location (i.e., destination) to use for price quoting purposes only, in order of preference (first to last), is as follows:

- (a) CONUS break bulk point (BBP), if one is specified in Section F- Additional Delivery Info.
- (b) Anywhere within a 100-mile radius of the freight forwarder address specified in Section F- Additional Delivery Info.

(End of clause)

52.247-9009 FOB Destination Price Quoting Instructions -- Canadian FMS

As prescribed in DLAD 47.305-4, insert the following clause in solicitations:

FOB Destination Price Quoting Instructions -- Canadian FMS (JUL 02) - DLAD

This requirement is for a Canadian Foreign Military Sales Customer. Offerors shall include the cost of transportation in their price quotes. The location (i.e., destination) to use for price quoting purposes is the ship to address (i.e., ultimate consignee) identified in Section F-Delivery Information.

(End of provision)

52.247-9010 FOB Destination Price Quoting Instructions - Shipment to Depot

As prescribed in DLAD 47.305-4, insert the following clause in solicitations:

FOB Destination Price Quoting Instructions -- Shipment to Depot (JUL 02) - DLAD

Offerors shall include the cost of transportation in their price quotes. This clause identifies the location (i.e. destination) to use for price quoting purposes. This clause does not modify or supercede any shipping instructions specified elsewhere in the solicitation.

- (a) When the Section F Delivery Information Ship To is a Continental United States (CONUS) location, use the Ship To address.
- (b) When the Section F Delivery Information Ship To is an outside CONUS (OCONUS) location, use:
  - (1) New Cumberland, PA. 17070 for European depots (Defense Depots Germerscheime, Germany and Sigonelli, Italy)
  - (2) Tracy, CA. 95376 for Pacific depots (Defense Depots Sasebo, Japan and Yokosuka, Japan)

(End of provision)

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)