

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

1. REQUISITION NUMBER _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL:  a. NAME _____ b. TELEPHONE NUMBER (No collect calls) _____ 8. OFFER DUE DATE/ LOCAL TIME _____

9. ISSUED BY _____ CODE _____ 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE 12. DISCOUNT TERMS _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY _____ CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) _____ 31c. DATE SIGNED _____

Continuation of Blocks from SF 1449

1. Block 8

Offer Due Date/Local Time: 26 Sept 2008

2. Block 9

> Address and Submit “mailed” offers to:

Defense Logistics Agency

Defense Supply Center Philadelphia

Post Office Box 56667

Philadelphia, PA 19111-6667

Solicitation Number: SP4701-08-Q-0137

Opening/Closing Date and Time: 26 Sept 2008, 12:00 pm EST

> Address and Deliver “hand carried” offers, including delivery by commercial carrier, to:

Defense Supply Center Philadelphia

Business Opportunities Office

Bldg. 36, 2nd Floor, Wing E

700 Robbins Avenue

Philadelphia, PA 19111-5092

Solicitation Number: SP4701-08-Q-0137

Opening/Closing Date and Time: 26 Sept 2008, 12:00 pm EST

Notes: 1. All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 8 of the Standard Form 1449**.

2. Examples of “hand carried” offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

> Transmit “facsimile” offers (if authorized; see “Addendum” to 52.212-1(b)) or offer modifications/withdrawals to: (215) 737-9300, 9301, 9302 or 9303

Offers submitted to any other facsimile number shall not be considered for award.

3. Block 17a

> Offeror’s assigned Data Universal Numbering System (DUNS) Number: _____

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

> Offeror’s assigned Contractor and Government Entity (CAGE) Code: _____

Continuation of Blocks from SF 1449

4. Block 17b

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

5. Blocks 19-24

ETRUST SiteMinder License Subscription: 1 Year Enterprise Maintenance service for 30,000 licenses.

Separate sheet may be attached with quote information as long as it matches the above listing order and products. Please list unit price, extended price and total quote price. Total quote price should also be noted on SF1449. See 52.212-1 (11)

<u>Description:</u>	<u>Unit</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Total Price</u>
Base Year 9/30/2008 – 9/29/2009	Ea	1	_____	_____

Service Location:

Defense Technical Information Center
8725 John J. Kingman, Ste 0944
ATTN: Mr. Michael Cummings, DTIC-ZT, (703) 767-7089
Fort Belvoir, VA 22060-6218

Note: All IT equipment and hardware purchased for this procurement shall be new and unopened. Therefore, failure to provide new, unopened equipment may result in the proposal not being considered for award.

Contract Clauses

Note: 52.212-4, Contract Terms and Conditions—Commercial Items (FEB 2007) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

Addendum to 52.212-4:

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, 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, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

2. Paragraph (t), Central Contractor Registration(CCR).

Add the following paragraph:

(5) Definitions.

“Central Contractor Registration (CCR) Database” means the primary Government

repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR Database” means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(b) The Contractor’s CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active”. The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (SEP 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) **[Reserved]**
- (5)(i) **52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) **Alternate I** (OCT 1995) of 52.219-6.
- (iii) **Alternate II** (MAR 2004) of 52.219-6
- (6)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

52.212-5 (continued)

- ___ (ii) **Alternate I** (OCT 1995) of 52.219-7
- ___ (iii) **Alternate II** (MAR 2004 of 52.219-7
- X (7) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) **52.219-9**, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637 (d)(4)).
- ___ (ii) **Alternate I** (OCT 2001) of 52.219-9
- ___ (iii) **Alternate II** (OCT 2001) of 52.219-9
- ___ (9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) **Alternate I** (JUN 2003) of 52.219-23.
- ___ (12) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).
- X (15) **52.219-28**, Post Award Small Business Program Representation (JUN 2007) (15 U.S.C. 632(a)(2)).
- X (16) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- X (17) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- X (18) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- X (19) **52.222-26**, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (20) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (21) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (22) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (23) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- X (24)(i) **52.222-50**, Combating Trafficking in Persons (AUG 2007) (Applies to all Contracts.
- ___ (ii) **Alternate I** (AUG 2007) of 52.222-50.

52.212-5 (continued)

- (25)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) **Alternate I** (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) **52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (27)(i) **52.223-16**, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) **Alternate I** (DEC 2007) of 52.223-16.
Paragraphs (28) through (30) are not applicable and have been deleted.
- (31) **52.225-13**, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150). Offers are solicited only from businesses residing or primarily doing business in _____.
- (33) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (34) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002 (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).
- (36) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (37) **52.232-34**, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (38) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (39) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

Paragraph (40) is not applicable and has been deleted.

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

- (1) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or repair of Certain Equipment— Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

52.212-5 (continued)

- ___ (6) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).
- ___ (7) **52.237-11**, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (MAR 2007) (E.O. 11246);

(iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212);

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);

(v) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) **52.222-41**, Service Contract Act of 1965 (NOV 2007), (41 U.S.C. 351, *et seq.*).

(vii) **52.222-50**, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR Clause 52.222-50.

(viii) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*)

52.212-5 (continued)

(ix) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*)

Paragraph (x) is not applicable and has been deleted.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008) DFARS**

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

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

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

- (1) **252.205-7000**, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) **252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (3) **252.219-7004**, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (4) **252.225-7001**, Buy American Act and Balance of Payments Program (JUN 2005) 41 U.S.C. 10a-10d, E.O. 10582).
- (5) **252.225-7012**, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).
- (6) **252.225-7014**, Preference for Domestic Specialty Metals (JUN 2005) (Deviation) (10 U.S.C. 2533a).
- (7) **252.225-7015**, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) **252.225-7016**, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) **252.225-7021**, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) **252.225-7027**, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C.2779).
- (11) **252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) **252.225-7036**, Buy American Act--Free Trade Agreements--Balance of Payment Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) Alternate I (OCT 2006) of 252.225-7036.

252.212-7001 (continued)

- (13) ___ **252.225-7038**, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ___ **252.226-7001**, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) ___ **252.227-7015**, Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ___ **252.227-7037**, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X ___ **252.232-7003**, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (18) ___ **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) ___ **252.243-7002**, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) ___ **252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
 - (iii) ___ Alternate II (MAR 2000) of 252.247-7023
 - (iv) ___ Alternate III (MAY 2002) of 252.247-7023
- (21) ___ **252.247-7024**, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- (1) **252.225-7014**, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (Deviation) (10 U.S.C. 2533a).
- (2) **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) **252.247-7023**, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) **252.247-7024**, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.212-9000 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.

252.212-9000 (continued)

“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)).

Addendum

The following additional clauses are set forth in full text:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> **OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

The following additional clauses are incorporated by reference:

CLAUSE NUMBER

TITLE/DATE

52.209-6

Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)

252.209-7004

Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) DFARS

Additional Clauses by reference (continued)

<u>CLAUSE NUMBER</u>	<u>TITLE/DATE</u>
252.211-7006	Radio Frequency Identification (FEB 2007) DFARS
52.217-9	Option to Extend the Term of the Contract (March 2000)
252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003) DFARS
52.232-17	Interest (JUN 1996)
252.232-7010	Levies on Contract Payments (DEC 2006) DFARS
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop Work Order (AUG 1989)

Solicitation Provisions

Note: 52.212-1, **Instructions to Offerors—Commercial Items (APR 2008)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

Addendum to 52.212-1:

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers.

a. Delete the 1st sentence and substitute the following:

Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. [] Facsimile offers are NOT authorized for this solicitation. [X] Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (c), Period for Acceptance of Offers.

Change “30 calendar days” to read “60 calendar days”.

award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Award evaluation will be in accordance with low price, technically acceptable (LPTA) source selection criteria. In order to be considered technically acceptable, and offer must meet or exceed all of the terms and conditions set forth in this solicitation.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2008) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

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

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

“Manufactured End Product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of Manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted Business Operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-Disabled Veteran-Owned Small Business Concern”--

(1) Means a small business concern—

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

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

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

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

52.212-3 (continued)

“Veteran-Owned Small Business Concern” means a small business concern—

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

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

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

“Women-Owned Small Business Concern” means a small business concern--

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

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

(b) Annual Representations and Certifications.

(1) Any changes provided by the offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **Small Business Concern.**

The offeror represents as part of its offer that it is, is not, a small business concern.

(2) **Veteran-Owned Small Business Concern.**

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it is, is not, a veteran-owned small business concern.

52.212-3 (continued)

(3) Service-Disabled Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it is, is not, a service-disabled veteran-owned small business concern.

(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it is, is not, a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it is a women-owned business concern.

(7) Tie Bid Priority for Labor Surplus Area Concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]

The offeror represents as part of its offer that it is, is not, an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

52.212-3 (continued)

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General.

The offeror represents that either--

(A) It is, is not, certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not, submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.] (10) *HUBZone Small Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It is, is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office,

52.212-3 (continued)

or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American

(American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American

(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia

(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American

(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) Previous Contracts and Compliance.

The offeror represents that--

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) Affirmative Action Compliance.

The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or

52.212-3 (continued)

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate.

(The certificate in DFARS 252.225-7000 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7020 or 7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Responsibility Matters (Executive Order 12689).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not, presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.*

The tax liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.*

The taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitled the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a

52.212-3 (continued)

delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

<u>Listed End Product</u>	<u>Listed Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture.

(Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)

For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

52.212-3 (continued)

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates Regarding Exemptions from the Application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1).

The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) the contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

52.212-3 (continued)

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- TIN: _____
- TIN has been applied for.
- TIN is not required because: _____
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income

effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government.

(4) *Type of Organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: _____.

(5) *Common Parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____
TIN _____

(m) Restricted Business Operations in Sudan.

By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (JUN 2005) DFARS**

(a) Definitions.

As used in this clause--

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

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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

Addendum

The following additional provisions are set forth in full text:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (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.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> OR <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

The following additional provisions are incorporated by reference:

PROVISION NUMBER TITLE/DATE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (OCT 2006) DFARS
52.233-9000	Agency Protests (SEP 1999) DLAD