## PART 52

**SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

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(b) Numbering.

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

(iii) 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.

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)(1), 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, Procurement 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, Procurement Management, HQ DLA.

(End of clause)

52.211-9000 Surplus material

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

SURPLUS MATERIAL (OCT 1996) - DLAD

(a) With respect to the surplus supplies being offered, the offeror shall furnish the following information:

(1) The supplies are new, unused, and were manufactured by

.................................................................
(insert name and address)

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

<table>
<thead>
<tr>
<th>Selling Agency</th>
<th>Contract Date</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source</td>
<td>(Month, Year)</td>
<td>(if available)</td>
</tr>
</tbody>
</table>

(3) The supplies (i) / / have / / have not been altered, modified, or refurbished; (ii) / / have / / have not been 100 percent inspected for correct part number and for absence of corrosion or any defects; (iii) and / / do / / do not contain cure dated components.

(4) The supplies / / will / / will not be reconditioned, refurbished, or altered. If the supplies contain cure dated components, identify components to be replaced and the applicable rebuild standard. If the supplies are to be reconditioned or altered, attach complete description of the work to be done.

(b) For items identified by manufacturer's code and part number, furnish the following information:

(1) Identify the applicable specification/drawing in possession of the offeror:

Spec./Drawing No.       Revision (if any)       Date
(NOTE: The offeror is responsible for furnishing supplies conforming to the requirements of the purchase description, even though the applicable specifications/drawings are not available.)

(2) The offeror / has / does not have the supplies. If the offeror does not have the supplies, attach an explanation as to how the offered quantities will be secured, their present location, the basis for the information provided in paragraph (a)(1) above, and where a preaward survey of the supplier may be performed.

(3) If items have data plates attached, furnish a copy of information contained thereon.

(4) If the items are marked with serial/part numbers, indicate these numbers:

If the items are not marked with serial/part numbers, the offeror must be able to identify the items by manufacturer's drawing or other data acceptable to the Government inspector.

(5) The offered item(s) / have / have not been previously packaged and / are / are not in their original package. If the original package is being used, state here all markings and data, including contract number, cited on the package.

(c) The offeror agrees that in the event of award and notwithstanding the provisions of this solicitation, inspection and acceptance of the surplus supplies will be performed at origin or destination subject to all applicable provisions for origin or destination inspection.

(d) Failure to provide the information requested by this clause may require rejection of the offer for failure to meet the requirements of the solicitation.

(End of clause)

52.211-9001 Market Acceptance.

As prescribed in 11.302(90), 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 (FEB 1996) - 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 said 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 DCMD or the appropriate DSC priorities and allocations (P&A) officer through the cognizant ACO or contracting officer. The P&A officer or the DCMD industrial specialist will provide necessary assistance or will 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 Department of Commerce which, upon receipt, will take action to make the needed supplies available to the applicant.
52.211-9003 Conditions for Evaluation of Offers of Surplus Material

As prescribed in 11.302(b), insert the following provision in acquisitions permitting offers of surplus material:

CONDITIONS FOR EVALUATION OF OFFERS OF SURPLUS MATERIAL
(MARCH 1997) - DLAD

The Agency will make every reasonable effort to determine, prior to award, the acceptability of the surplus material offered, when the offered price meets the savings threshold shown below, and the offer has a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate offers of surplus material not meeting the dollar threshold. The savings potential is based on the cost of evaluation ($200 if only a local evaluation is involved, or $900 if the offer of surplus material must be forwarded to an Engineering Support Activity for evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, the offer of surplus material will not be considered for the present procurement, but will still be evaluated for acceptability for future procurements for the same item.

(End of provision)

52.212-9000 Mandatory Provisions--Commercial Items

As prescribed at 12.301(90), insert the following provision:

MANDATORY PROVISIONS--COMMERCIAL ITEMS (JUN 1997) - DLAD

The following DLAD provision applies [the Contracting Officer shall attach the text of the provision or identify where the provision may be viewed.]:

52.233-9000, Agency Protests (SEP 1996)

(End of provision)
52.213-9000  Quantity break.

As prescribed in 13.104-90, insert a provision substantially as follows:

QUANTITY BREAK (MAR 1988) - 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 $25,000 without further solicitation or discussion:

<table>
<thead>
<tr>
<th>Quantity Range</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td></td>
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</table>

(End of provision)

52.213-9001 Evaluation factor for source inspection.

As prescribed in 13.106-90(a), 14.201-8(a)(90), and 15.605(b)(93), insert the following provision:

EVALUATION FACTOR FOR SOURCE INSPECTION (AUG 1987) - 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. Accordingly, an evaluation factor of " 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.

*Insert "$150" in Requests for Quotations; insert "$175" in Sealed Bids or Requests for Proposals.

(End of provision)

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

As prescribed in 13.9005(a)(2), insert a provision in solicitations substantially as follows:

INDEFINITE DELIVERY PURCHASE ORDER (IDPO) AGREEMENT (JULY 1995) - 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. 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 "S" 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 13.9005(b)(2), insert a clause in solicitations substantially as follows:

INDEFINITE DELIVERY PURCHASE ORDER (IDPO) CONTRACT (JULY 1995) - 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. 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)

52.214-9000 Postponement of opening of offers.

As prescribed in 14.201-5(b)(90) and 15.406-5(b)(91), insert a provision substantially as follows:

POSTPONEMENT OF OPENING OF OFFERS (OCT 1982) - DLAD

If the opening of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather conditions, or strikes) result in closing the designated site for opening offers, so that the conduct of openings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening will be considered as timely. Offers or modifications or withdrawal of offers received after the time of actual opening of offers, when opening of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or FAR 52.215-10, as applicable.

(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 15.406-2(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]
52.214-9002 Trade discounts.

As prescribed in 14.201-5(c)(90) and 15.406-5(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 15.406-3(a)(91), insert the following clause:

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

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

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

(End of clause)

52.215-9001 Evaluation factor for preaward survey.

As prescribed in 13.106-90(b), 14.201-8(a)(91), and 15.605(b)(94), 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 15.605(90)(1)(i), (ii), and (iv).

** Insert the extent of indebtedness that applies in accordance with 15.605(90)(1)(v).

(End of provision)

52.215-9002 Socioeconomic proposal.

As prescribed in 15.605 (b)(1)(91), 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 15.605(b)(1)(91), 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 Command'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
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)

(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:

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>OPTION PERIOD 1</th>
<th>OPTION PERIOD 2</th>
<th>OPTION PERIOD 3</th>
<th>OPTION PERIOD 4</th>
</tr>
</thead>
</table>


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

"Offer" based on:

Manufacturer's Name............................
Part No. .......................................
of samples that were examined, the process/logic used, and raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item. The offeror should also provide any additional evidence that indicates the reverse engineered item will function properly in the end item and any evidence that life cycle/reliability considerations have been analyzed.

(f) Whether the exact or an alternate product is offered, the offeror must insert in the space(s) provided in Section B of the Schedule (under the heading "Offer based on:"

the manufacturer's name and part number being offered.

(g) Failure to furnish adequate data and/or information as prescribed in paragraph (b), (c), or (e) above (when required) within a reasonable period of time will preclude consideration of the offer. The Agency will make every reasonable 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, or $900.00 if the alternate offer must be forwarded to an Engineering Support Activity for evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, the alternate offer will not be considered for the present procurement, but will still be evaluated for technical acceptability for future procurements for the same item. For alternate offers not evaluated, the offeror's complete technical data package will be returned.

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

(End of provision)

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

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

(c) Alternate Product - Adequate Proprietary Data

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

( ) ALTERNATE II - INADEQUATE DATA (JAN 1992)

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

(c) Alternate Product - Inadequate Data

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

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

( ) ALTERNATE (III) - ADEQUATE CATALOG DATA (JAN 1992)
This solicitation is for the purchase of a commercial off-the-shelf item. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision.

(c) Alternate Product - Adequate Catalog Data

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

52.217-9003 Manufacturing or production information.

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

MANUFACTURING OR PRODUCTION INFORMATION (FEB 1996) DLAD

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

(End of provision)

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>CLIN #</th>
<th>Amount for Item in CLIN Unit Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ [Note 6]</td>
</tr>
<tr>
<td></td>
<td>$ [Note 6]</td>
</tr>
<tr>
<td></td>
<td>$ [Note 6]</td>
</tr>
</tbody>
</table>

(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
(2) Calculate actual item unit price reduction:
\[ \text{($1.450000 - $1.305000)} = $0.145000 \]

(3) Calculate percent reduction:
\[ \text{($0.145000/$1.450000)} = 10.000000\% \]

(4) Calculate reduction in CLIN unit prices:
- CLIN 0001A \( (10.000000\% \times $0.200000) \) = $0.020000
- CLIN 0001B \( (10.000000\% \times $0.210000) \) = $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 15.801), and a Certificate of Current Cost or Pricing Data (FAR 15.804-4) submitted by the prospective Subcontractor and Contractor, unless established catalog price data is submitted pursuant to FAR 15.804-3(c).

(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 199 in the Contractor's submission of a 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 14756885) 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 199 by three suppliers reference 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 #):**

<table>
<thead>
<tr>
<th>FY 199</th>
<th>FY 199</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Cost/Unit of the Item (a)</td>
<td>$___________</td>
</tr>
<tr>
<td>Quantity of Item/Unit of CLIN (b)</td>
<td>_________</td>
</tr>
<tr>
<td>Item Cost/Unit of CLIN (a x b)</td>
<td>$___________</td>
</tr>
<tr>
<td>Material Overhead (___ % / ___ %)</td>
<td>_________</td>
</tr>
<tr>
<td>Subtotals</td>
<td>$___________</td>
</tr>
<tr>
<td>G &amp; A (___ % / ___ %)</td>
<td>_________</td>
</tr>
<tr>
<td>Subtotals</td>
<td>$___________</td>
</tr>
<tr>
<td>Subtotals</td>
<td>$___________</td>
</tr>
<tr>
<td>Profit (___ % / ___ %)</td>
<td>_________</td>
</tr>
<tr>
<td>Cost of Money - Material (___ % / ___ %)</td>
<td>_________</td>
</tr>
<tr>
<td>Cost of Money - G &amp; A (___ % / ___ %)</td>
<td>_________</td>
</tr>
</tbody>
</table>
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 15.801), and a Certificate of Current Cost or Pricing Data (FAR 15.804-4), 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 199;

2. Delay in agreement on rates for this contract, which represents a substantial portion of the Contractor's business base for fiscal year 199;

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 199, 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 199.

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 199 ____________
FY 199 ____________

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 __________):

<table>
<thead>
<tr>
<th></th>
<th>FY 199</th>
<th>FY 199</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Materials</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Material Overhead (%)</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Direct Labor Hours (hrs)</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Direct Labor Costs</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Labor Overhead (%)</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
</tbody>
</table>

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.

52.219-9001 Obligation to Order When an SDB Preference Applies.

As prescribed at 19.508(90) and 19.7003(90), insert the following clause.

OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES (DEC 1991) DLAD

Notwithstanding any other provision of this contract, the Government is not obligated to order items under this contract when the statutory authority has expired for a price differential reflected in the price of the item.

(End of Clause)

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

As prescribed in 19.9005 insert a provision substantially as follows:
The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Businesses, Small Disadvantaged Businesses, Women-Owned Small Businesses, are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The offeror may also propose to mentor a Javits-Wagner-O'Day qualified nonprofit agency. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such entities in receiving better market shares under long term contracts.

(End of Provision)

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

As prescribed in 19.9006 insert a clause substantially as follows:

DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (MAY 1996) DLAD

Current or proposed MBA plans submitted by offerors shall become part of this contract upon award. Performance under the MBA plan will be evaluated by the contracting officer and may become a consideration prior to option exercise. MBA plan implementation may also become a part of the contractor's past performance record used in future source selection decisions. Prime contractors and their proteges shall meet semi-annually with DLA contracting office representatives to review progress under applicable MBAs.

(End of clause)

52.219-9004 Small Business Program Representations

As prescribed in 19.304(90), insert the following provision:

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1996) - 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/or DFARS provision 252.219-7000, Small Disadvantaged Business Concern Representation (DoD Contracts), 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), and/or DFARS 252.219-7000, paragraph (c)(1). The penalties for misrepresentation of business status still apply; see FAR 52.219-1, paragraph (d)(2), and DFARS 252.219-7000, paragraph (d).

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 DFARS 252.219-7000, 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 DFARS 252-219-7000, 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 (a).

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

(End of Provision)
52.222-9000  Davis-Bacon Act - price adjustment.

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

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

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

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

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

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

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

(End of provision)

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

As prescribed in 23.303, insert the following clause:

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

(a)(1) This clause is to be used in conjunction with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS clause 252.223-7001, Hazard Warning Labels. Material Safety Data Sheets (MSDSs) and Hazard Warning Labels (HWLs) shall be required to be submitted by the apparently successful offeror prior to contract award. Notwithstanding paragraph 4. of Federal Standard (FED-STD) 313c (1 March 1988), 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)

52.223-9001  FMS shipping instructions.

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

FMS SHIPPING INSTRUCTIONS (JULY 1990) - DLAD

The Contractor will contact the transportation officer at the cognizant contract administration office for shipping instructions prior to shipment. For contracts administered by the Defense Contract Management Command (DCMC), the Contractor must submit a DD Form 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 1996) - DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting officer. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest 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)

52.246-9000 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 46.202-3-90, insert the following clause:

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS (OCT 1984) - DLAD

This clause supplements paragraph 3.4 (Process Controls) of MIL-I-45208 and is applicable when the contract instrument requires an inspection system in accordance with MIL-I-45208. 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 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 (DEC 1994) - 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 MIL-STD-45562
(Calibration Systems Requirements), paragraph 4.1, 5.8, 5.10, and 5.11, or with ANSI Standard
NCSLZ540.1. When the MIL-STD is used, "measuring and test equipment" shall be as defined in
paragraph 3.3 of that MIL-STD. The applicable issue of MIL-STD-45562 is the one in effect on
the date of solicitation for orders resulting from Invitations for Bids, and date of award for
all other contractual actions.

(End of clause)

52.246-9004 Product verification testing.

As prescribed in 46.392, insert the following clause:

PRODUCT VERIFICATION TESTING (MAY 1989) - DLAD

(a) References: The applicable documents are the issues of Federal Acquisition Regulation
(FAR) clause 52.246-2, "Inspection of Supplies--Fixed Price," and MIL-STD-105, Sampling
Procedures & Tables for Inspection by Attribute, which are in effect on date of solicitation for
awards resulting from Invitation for Bids and 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 Contracting Officer for such test, the Government inspector will select a
sample size in accordance with MIL-STD-105, Inspection Level S-2, randomly 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 CAO QAR 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 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 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 term affected by the delay. The Government is not required to
accept/reject the supplies tendered until after receipt of 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 testing. 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 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 and 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 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, 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 receipt of 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.

(End of clause)

52.247-9000 Guaranteed maximum shipping weights or dimensions.

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

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

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

(End of clause)

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

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

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

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

(End of provision)

52.247-9003 Reserved.

52.247-9004 Reserved.

52.247-9005 Reserved.

52.249-9000 Administrative costs of reprocurement after default.

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

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

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase 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)