

**COVER PAGE**

**SOLICITATION DACW66-99-B-0015**

**CRUSHED STONE**

**Original sealed offers for furnishing the supplies or services in the Schedule (block 20 of the SF 1449) will be received at the place specified in block 9 of the SF 1449, or if hand carried, in the depository located in RM 681, Clifford Davis Federal Building , 167 N. Main St., Memphis, TN 38103-1894 until 1430(2:30 P.M.) local time on 06/17/99.**

**Administrative Point of Contact: Troy L. Milburn (901)544-3655.**

**Technical Point of Contact: Jim Marshall (901)544-4017.**

**This solicitation is submitted in the Commercial Items Format. This format is different than previous submitted solicitations, which were provided in the Uniformed Contract Format**

**When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth in the bid opening or receipt of proposals in the solicitation document.**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

1. REQUISITION NUMBER

PAGE 1 OF 30

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

W38XGR-9118-1465

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE 6/02/99

DACW66-99-B-0015

7. FOR SOLICITATION INFORMATION CALL:

a. NAME  
TROY MILBURN

b. TELEPHONE NUMBER (No collect calls)  
(901) 544-3655

8. OFFER DUE DATE/ LOCAL TIME  
06/17/99 2:30 p.m.

9. ISSUED BY

CODE

COE

10. THIS ACQUISITION IS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS

DEPARTMENT OF THE ARMY  
MEMPHIS DISTRICT, CORPS OF ENGINEERS  
167 N MAIN ST RM B202 ATTN: CEMVM-CT  
MEMPHIS TN 38103-1894

- UNRESTRICTED
- SET ASIDE: % FOR
  - SMALL BUSINESS
  - SMALL DISADV. BUSINESS
  - 8(A)

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ  IFB  RFP

SIC: 1429  
SIZE STANDARD: 500

15. DELIVER TO

SEE SCHEDULE

CODE

schedule

16. ADMINISTERED BY

CODE

COEI

DEPARTMENT OF THE ARMY  
MEMPHIS DISTRICT CORPS OF ENGINEERS  
167 N MAIN ST RM B202  
MEMPHIS TN 38103-1894

17a. CONTRACTOR/ OFFEROR

CODE

00000000

FACILITY CODE

Phone

18a. PAYMENT WILL BE MADE BY

CODE

PAYOFC

USAED MEMPHIS  
C/O USACE FINANCE CENTER

MILLINGTON TN 00000-0000

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
	<p>ALL QUANTITIES LISTED ARE ESTIMATED EXCEPT FOR LINE ITEM 0001 WHICH HAS A UNIT OF ISSUE OF JB (JOB).</p> <p>BID ALL OR NONE. AWARD WILL BE MADE AS A WHOLE TO ONE BIDDER.</p> <p>(Attach Additional Sheets as Necessary)</p>				

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 HEREIN.

29. AWARD OF CONTRACT: REFERENCE 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)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN		33. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		37. CHECK NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		38. S/R ACCOUNT NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		39. S/R VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D (YY/MM/DD)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136  
Expires: 09/30/98

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	MOBILIZATION & DE-MOBILIZATION	1.00	JB	_____.	_____.
0002	STONE DELIVERED BETWEEN MISSISSIPPI RIVER MILE 953.8 AND 735.				
0002A	CRUSHED STONE	12,000.00	TN	_____.	_____.
0002B	CR-610	2,000.00	TN	_____.	_____.
0002C	125 LB RIP-RAP	2,000.00	TN	_____.	_____.
0002D	250 LB RIP-RAP	2,000.00	TN	_____.	_____.
0003	STONE DELIVERED BETWEEN MISSISSIPPI RIVER MILE 735 AND 598 (INCLUDING MOUTH OF WHITE RIVER).				
0003A	CRUSHED STONE	8,000.00	TN	_____.	_____.
0003B	CR-610	2,000.00	EA	_____.	_____.
0003C	125 LB RIP-RAP	2,000.00	TN	_____.	_____.
0003D	250 LB RIP-RAP	2,000.00	TN	_____.	_____.
0004	STONE DELIVERED BETWEEN MISSISSIPPI RIVER MILE 598 AND 435.				
0004A	CRUSHED STONE	14,000.00	TN	_____.	_____.
0004B	CR-610	2,000.00	TN	_____.	_____.
0004C	125 LB RIP-RAP	2,000.00	TN	_____.	_____.
0004D	250 LB RIP-RAP	2,000.00	TN	_____.	_____.
0005	STONE DELIVERED BETWEEN MISSISSIPPI RIVER MILE 435 AND 265 AND ATCHAFALAYA RIVER BETWEEN MILE 0.0 AND MILE 60.				
0005A	CRUSHED STONE	25,000.00	TN	_____.	_____.
0005B	CR-610	2,000.00	TN	_____.	_____.
0005C	125 LB RIP-RAP	2,000.00	TN	_____.	_____.
0005D	250 LB RIP-RAP	2,000.00	EA	_____.	_____.
0006	CRUSHED STONE DELIVERED BETWEEN MISSISSIPPI RIVER MILE 265 AND 167.4.	6,000.00	TN	_____.	_____.

ITEM	DESCRIPTION	QUANTITY	U/I	U/P	AMOUNT
0007	CRUSHED STONE DELIVERED BETWEEN MISSISSIPPI RIVER MILE 167.4 AND 0.0.	6,000.00	TN		

Bid in accordance with the attached  
DESCRIPTION/SPECIFICATIONS/WORK  
STATEMENT pages 5 through 12.

**NOTE:** Bidders shall furnish unit prices for all items listed under block 20 above which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the Government will deem the unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF A BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, THE BID WILL BE DECLARED NONRESPONSIVE.

If a bid or modification to a bid based on unit prices is submitted and provides a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in the Schedule of Supplies must be stated, or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Schedule of Supplies.

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## 1. GENERAL.

The work to be done consists of delivering stone loaded on Contractor-furnished barges as provided in paragraph 7. The work will be performed on the Mississippi River from River Mile 953.8 to River Mile 0.0, on the Atchafalaya River between River Mile 0.0 and River Mile 60.0 and on tributaries of the Mississippi River, as directed by the Authorized Representative of the Contracting Officer. All mileage will be the mileages shown in the latest edition of the Flood Control and Navigation Maps of the Mississippi River, which is prepared under the direction of the President, Mississippi River Commission, U.S. Army Corps of Engineers, P.O. Box 80, Vicksburg, MS 39180.

## 2. CONTRACT PERIOD.

The period of this contract shall be from 1 July 1999 to 30 June 2000 or to the date of completion of deliveries of all orders placed in accordance with the provisions of FAR Clause 52.216-18 ORDERING (OCT 1995) and FAR Clause 52.216-21 REQUIREMENTS (OCT 199). It is anticipated that the majority of the stone will be ordered between 1 July 1999 and 30 November 1999.

## 3. CONTRACTOR-FURNISHED BARGES.

(a) Barge Quality, Type and Size. Eighteen steel deck barges will be needed no smaller than 150' long and 30' wide or larger than 240' long and 50' wide. It is anticipated that three 6 barge tows will be used to provide a steady supply of stone. The Government shall have the right to reject any barge that is considered unsafe and a hazard to navigation. Hopper barges will be accepted only with prior approval of the COR.

(b) Demurrage. It is anticipated that the barges will be used between 1 July 1999 and 30 June 2000. Demurrage will be paid at the rate of \$150.00 per barge day whenever a barge has been retained more than 30 calendar days from the date of receipt at its initial delivery point. Fractional days will be considered as whole days for payment purposes.

(c) Loading. The material shall be loaded on deck barges in such

manner, over such areas and to such heights as directed by the Contracting Officer or his authorized representative. The material shall be loaded in such manner as to leave a space approximately 24 inches wide along each side of the barge for a safe walkway and also of sufficient width to give free access to all levels and timberheads.

#### 4. MEASUREMENT AND PAYMENTS.

For payment purposes, the unit of measurement will be the ton (2,000 pounds). The weight of each barge load will be determined by barge displacement, and payments to the Contractor will be made monthly. The unit price for stone will be by item as numbered and described in the Schedule of Supplies of the contract. Within 5 calendar days after date of receipt by the Contractor of Notice of Award, he will furnish to the Contracting Officer barge displacement tables of all the barges he proposes to use in making delivery of these supplies. The Contractor, upon request, will furnish with the barge displacement tables a drawing or sketch of each barge dimensions in sufficient detail to permit checking of the tables. The drawing shall show as a minimum the length, width, and depth of the barge and dimensions of rake or rakes. The table shall be certified by a person or firm other than the Contractor, accustomed to performing this service and approved by the Contracting Officer. Barge tables furnished shall contain, in parallel columns, the draft of the barge in feet and tenths from zero to the full depth of the barge, and the corresponding gross displacement to the nearest ton. Tables submitted shall show the name or number of the barge, the barge dimensions, the barge owner, the name of the manufacturer and the certification of the person or firm preparing the table. No barge of stone delivered by the Contractor shall be used or removed from the work-site until the Government Inspector has made measurements or otherwise determined quantities delivered and/or used and until certified displacement tables have been furnished the Government Inspector. The barge name or number shall be affixed to the deck and sides of the barge, both fore and aft, and shall be of sufficient size and legibility so as to be plainly seen and read.

#### 5. STONE.

##### a. General.

All stone shall be durable material as approved by the Contracting Officer. The sources from which the Contractor proposes to obtain the material shall be selected well in advance of the time when the material will be required. In case an undeveloped source is to be used, the Contractor shall show that an ample quantity of material

is available. Also, all stone shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, seams and other defects that would tend unduly to increase its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

b. Sources and Evaluation Testing.

All stone shall be obtained in accordance with the provisions of paragraph 6. Stone Sources. The Contractor shall submit suitable test reports and service records to show the acceptability of the stone. If the Contractor proposes to furnish stone from a source not currently listed, the Contractor shall make such investigations as necessary to determine whether acceptable stone can be produced from the proposed source. Satisfactory service records on work outside the Corps of Engineers will be acceptable. If no such records are available, the Contractor shall make tests to assure the acceptability of the stone. The tests to which the stone may be subjected will include petrography analysis, specific gravity, abrasion, absorption, wetting and drying, freezing and thawing and the Contracting Officer may consider such other tests as necessary. The following guidance is provided for use by the Contractor in analyzing a new source of stone. Stone that weighs less than 155 lbs./c.f. and has more than 2% absorption will not be accepted unless other tests and service records show that the stone is satisfactory. The method of tests for unit weight will be CRD-C-106-93, "Standard Test method for Unit Weight and Voids in Aggregate". The method of tests for absorption will be CRD-C 107-94, entitled "Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate". The Contractor under the supervision of the Contracting Officer shall take samples at least 60 days in advance of the time the placing of the stone is expected to begin. The tests will be conducted in accordance with applicable Corps of Engineers methods of tests given in the Handbook for Concrete and Cement, and will be performed at an approved testing laboratory. The cost of testing will be borne by the Contractor.

c. Gradation.

Gradation shall conform to the following tables. Neither the width nor the thickness of any piece shall be less than one-third of its length. An allowance of 5 percent by weight for inclusion of Quarry spoils will be permitted. Stone shall be reasonably well graded between the largest and smallest pieces. The tables below describe the gradation limits for each item of stone.

(1) CRUSHED STONE

<u>Sieve Size</u> <u>U.S. Standard</u> <u>Square Mesh</u>	<u>Cumulative</u> <u>Per Cent Passing</u> <u>by Weight</u>
4 - Inch	100
3 - Inch	70-90
1-1/2 - Inch	15-50
1/2 - Inch	0-20

(2) CR-610

<u>U.S. Standard Sieve</u>	<u>Permissible Limits</u> <u>Percent by Weight Passing</u>
1 2 inch	100
1 inch	95-100
3/4 inch	70-100
2 inch	62-90
3/8 inch	50-80
No. 4	40-65
No. 40	12-26
No. 200	4-12

(3) 125 LB. RIPRAP

<u>Weight of Pieces in Pounds</u>	<u>Percent of Total Weight</u>
75 to 125	10 maximum
25 to 75	40 to 60
6 to 25	20 to 40
0 to 6	0 to 15

(4) 250 LB.

<u>Weight of Pieces Pounds</u>	<u>Percent of Total Weight</u>
200 - 250	5 maximum
75 - 200	10 - 50
25 - 75	20 - 60
6 - 25	10 - 40
0 - 6	15 maximum

## d. Test Data Sheet.

An example Gradation Test Data Sheet is provided at the end of this section.

## e. Gradation Test.

The Contractor shall perform a gradation test or tests on each type of stone at the quarry. A minimum of one gradation test shall be performed on these types of stone. The Contractor under the supervision of the Contracting Officer shall take the samples. The samples of Crushed Stone and CR-610 shall consist of not less than 60 pounds of each type of stone. The samples of 125-pound riprap and 250 pound riprap shall consist of not less than 15 tons of each type of stone. All samples shall be collected in a random manner, which will provide a sample, which accurately reflects the actual gradation arriving at the job site. If collected by the truckload, each truckload shall be representative of the gradation requirements. The Contractor shall provide all necessary screens, scales and other equipment, and the operating personnel therefor, and shall grade the samples, all at no additional cost to the Government.

## 6. STONE SOURCES.

- a. Stone meeting the requirements of these specifications has been produced from the sources listed below:

<u>Name of Firm</u>	<u>Name of Quarry</u>	<u>Location</u>	<u>Certification Date</u>
Brickeys Stone Co.	Old Menefee	Bloomsdale, Mo.	1997
Martin Marletta Aggregates	Three Rivers	Smithland, Ky.	1996
Meridian Aggregate Co.	Valley Stone	Black Rock, AR	1995
Pine Bluff Sand and Gravel Co.	River Mountain	Delaware, AR	1996
Seminole Ag-Lime Co.	Seminole	Dexter, MO	1996
Tower Rock Stone Co.	Bussen	Ste. Genevieve, MO	1996
Tower Rock Stone Co.	Grays Point	Scott City, MO	1996
Vulcan Materials	Gilbertsville	Lake City, KY	1996
Vulcan Materials	Iuka	Midway, Ms	1995

Vulcan Materials	Parsons	Parsons, TN	1996
Vulcan Materials	Verkler	Black Rock, AR	1995

b. Stone may be furnished either from any of the above listed sources or from any other source(s) designated by the Contractor and accepted by the Contracting Officer, subject to the conditions hereinafter stated.

c. After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish stone. If the Contractor proposes to furnish stone from a source or sources not listed above, he may designate only a single source for stone. Samples for acceptance testing shall be provided as required by the Technical Specifications. If a source for stone so designated by the Contractor is not accepted by the Contracting Officer for use, the Contractor may not propose other sources but shall furnish the stone from a listed source at no additional cost to the Government.

d. Acceptance of a source of stone shall not be construed as acceptance of all material from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. Materials produced from a listed or unlisted source shall meet all requirements of the Technical Specifications.

#### 7. INSPECTION AND ACCEPTANCE.

Government inspection and final acceptance will be made at the delivery site. If necessary an inspector will make the necessary measurements and tests to insure compliance with the terms of the contract and with the orders of the Contracting Officer. No instructions of an inspector or lack thereof will at any time relieve the Contractor from the responsibility of complying fully with all the requirements of the contract. In case of differences arising between the inspector and the Contractor or his agents, appeal may be made to the Contracting Officer. Inspectors are not authorized to waive or alter, in any respect, any of the terms or requirements of the contract, or to make additional requirements.

#### 8. DELIVERY.

(a) Delivery of the stone shall commence within 5 calendar days after the date of receipt by the Contractor of notice to proceed.

(b) The material shall be delivered by the Contractor on

barges furnished by him, and shall be delivered to the individual job-sites as directed by the Government representative in charge of work. The locations of these job-sites are specified in paragraph 1.

(c) The Contractor at his expense from the individual job-sites to his loading point will tow the empty barges.

(d) In the event that any material is left on the Contractor's barges when a particular work site is finished, the Government may elect to move the Contractor's barges loaded or partially loaded to the next job location at no cost to the Contractor. In no instance will any of the Contractor's barges be moved without coordination with him or his representatives.

(e) The rate of delivery shall be made at such time and in such quantities, and to the various designated destinations as ordered by the Contracting Officer or his authorized representative. The Contractor as a minimum shall begin deliveries for each order within 3 calendar days after date of receipt of the oral order and shall make deliveries continuously until all quantities ordered are delivered.

## 9. CONTRACT ADMINISTRATION DATA.

9.1. PAYMENT. In accordance with the Payment Clause, payment will be made upon receipt of properly executed invoices for the quantity delivered and accepted.

### 9.2. RENDITION OF INVOICES AND VOUCHERS.

9.2.1. Submission of Invoices. Invoices shall be submitted in triplicate typewritten or with pen and ink. Terms of payment must be stated, including cash discount, if any.

9.2.2. Routing of Invoices or Vouchers. Invoices or vouchers shall be sent to the Finance and Accounting Officer, Memphis District, Corps of Engineers, B-202 Clifford Davis Federal Building, 167 N. Main Street, Memphis, Tennessee 38103-1894.

### 9.3. PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at The contract lump sum price for this item.

(a) Sixty (60) percent of the lump sum price upon completion of the first delivery order.

(b) The remaining forty (40) percent of the lump sum upon completion of the last delivery order.

10. SPECIAL PROVISIONS.

10.1. LIABILITY. The Contractor shall be responsible from the time of commencement of work under this contract for all injuries or damage of any nature resulting from performance of work, directly or indirectly, to persons and/or property, except that caused by deliberate or negligent acts of the Government and/or its employees. The Contractor agrees to indemnify, save harmless, and defend the Government from and against any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of and/or damage to property and any injury and/or deaths of any and all persons whomsoever, in any manner caused and/or contributed to by the Contractor, his agents, servants, and/or employees while engaged in work under this contract.

## 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 these addresses:

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of provision)

## 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 these addresses:

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (AUG 1998)  
(Reference 12.301(b)(1))

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)  
(Reference 12.301(b)(3))

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)  
(Reference 25.109(d))

252.225-7007 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS  
PROGRAM (MAR 1998)  
(Reference 25.408(a)(1))

252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT  
IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM (MAR 1998)  
(Reference 25.408(a)(v))

52.211-16 VARIATION IN QUANTITY (APR 1984)

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

(b) The permissible variation shall be limited to:

10

Percent increase

10

Percent decrease

This increase or decrease shall apply to each quantity specified in the delivery schedule.

(End of clause)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(End of clause)

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: All bids are solicited on a firm fixed price basis. Award will be made as to one bidder. A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress

payment clause in the resulting contract will be rejected as nonresponsive.

Technical and past performance, when combined, are the second most important evaluation factor

(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.

(End of Provision)

52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 1999)

(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 standard industrial classification code designated.

"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.

"Women-owned small business concern" means a small business concern--

(1) 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 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.

"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 the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) 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 (b) (3) through (b) (5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), 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 \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

Note: Complete paragraphs (c) (4) and (c) (5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it  is,  is not, a women-owned business concern.

(5) 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:

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(6) 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 four 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 four 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)

(Check one of the following):

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

(7) (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 is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, 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) (7) (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: \_\_\_\_\_.]

(d) Certifications and 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 parts 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 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.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade

Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f) (2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f) (2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

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(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

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

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.22521, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g) (1) (ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line item No.	Country of origin
_____	_____
_____	_____

(List as necessary )

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g) (1) (ii) of this provision, offerors must identify and certify below those excluded end products that

are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g) (1) (iii) for paragraph (g) (1) (iii) of this provision:

(g) (1) (iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared

ineligible for the award of contracts by any Federal agency, and

(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, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 1999)

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

- \_na\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_na\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- \_na\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_na\_ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_na\_ (4)(ii) Alternate I to 52.219-5.
- \_na\_ (4)(iii) Alternate II to 52.219-5.
- \_xx\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));

- na (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- na (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- na (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- na (8)(ii) Alternate I of 52.219-23.
- na (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- na (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- xx (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- xx (12) 52.222-26, Equal Opportunity (E.O. 11246).
- xx (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- xx (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- xx (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- na (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- na (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (18) Reserved.
- na (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- na (20) 52.225-19, European Union Sanction for Services (E.O. 12849).
- na (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- na (21)(ii) Alternate I of 52.225-21.
- na (22) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- na (23) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

na (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

na (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

na (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

na (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

na (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

Such orders may be issued from 1 July 1999 through 30 June 2000.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 15,000 tons;
- (2) Any order for a combination of items in excess of 25,000 tons; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-

order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21

REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be

required to make any deliveries under this contract after 30 June 2000.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions. As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately

upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS 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.

- xx 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- xx 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- na 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- na 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- na 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (\_\_\_\_\_ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- na 252.225-7012 Preference for Certain Domestic Commodities.
- na 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C 2241 note).
- na 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- na 252.225-7021 Trade Agreements (\_\_\_\_\_ Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

- \_na\_ 252.225-7027 Restriction on Contingent Fees for Foreign  
Military Sales (22 U.S.C. 2779).
- \_na\_ 252.225-7028 Exclusionary Policies and Practices of Foreign  
Governments (22 U.S.C. 2755).
- \_na\_ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers  
(10 U.S.C. 2534(a)(3)).
- \_na\_ 252.225-7036 Buy American Act--North American Free Trade  
Agreement Implementation Act--Balance of Payment  
Program (\_na\_ Alternate I) (41 U.S.C. 10a-10d  
and 19 U.S.C. 3301 note).
- \_na\_ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- \_na\_ 252.227-7037 Validation of Restrictive Markings on Technical  
Data (10 U.S.C. 2321).
- \_na\_ 252.243-7002 Certification of Requests for Equitable Adjustment  
(10 U.S.C. 2410).
- \_na\_ 252.247-7024 Notification of Transportation of Supplies by Sea  
(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, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I  
(10 U.S.C. 2241 note).

(End of clause)