

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER HE1254-2005003-0150	PAGE 1 OF 27
2. CONTRACT NO. HE1254-05-D-0024	3. AWARD/EFFECTIVE DATE AUG 01, 2005	4. ORDER NUMBER		5. SOLICITATION NUMBER HE1254-05-R-0033	6. SOLICITATION ISSUE DATE MAY 03, 2005
7. FOR SOLICITATION INFORMATION CALL: JANICE CORLEW JANICE.CORLEW@HQ.DODEA.EDU			8. TELEPHONE NUMBER (No collect calls) 703-588-3630		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY DoD Education Activity Attn: Headquarters Procurement Branch 4040 North Fairfax Drive Arlington VA 22203-1613			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> BIA) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 12. DISCOUNT TERMS 0 Days 0% Net 30
15. DELIVER TO See schedule			16. ADMINISTERED BY DoD Education Activity Attn: Headquarters Procurement Branch 4040 North Fairfax Drive Arlington VA 22203-1613		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
17a. CONTRACTOR/OFFEROR Mackin Library Media 14300 West Burnsville Parkway Burnsville MN 55306-3804			18a. PAYMENT WILL BE MADE BY Payment will be made by Government Purchase Card VA		13b. RATING
TELEPHONE NO. 800-245-9540, x2309			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			19. ITEM NO.		
20. SCHEDULE OF SUPPLIES/SERVICES Please see continuation page for line item details.			21. QUANTITY		
22. UNIT			23. UNIT PRICE		
24. AMOUNT			25. ACCOUNTING AND APPROPRIATION DATA See individual delivery order		
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE NOT ATTACHED		
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 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: RE: offer 6/2/05 OFFER DATED JUN 02, 2005 YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Kay M. Heise</i>		
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Vicki A. Lledel</i>			30b. NAME AND TITLE OF SIGNER (Type or print) Kay M. Heise, President		
30c. DATE SIGNED 8-1-05			31b. NAME OF CONTRACTING OFFICER (Type or print) Vicki A. Lledel		
31c. DATE SIGNED 1 Aug 05			32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FY05-FY06 General On-Line Book Ordering to include cataloging and processing			NSP	NSP
0001AA	Technical Books			15%	
0001AB	Trade Books			15%	
0001AC	Paperbooks			15%	
0001AD	Library Bindings			10%	
0001AE	Mixed Media to include pop-up books, CD-ROMs, videos, and DVDs.			Free	
0002	Shipping				
0003	Reports	2.00	EA	NSP	NSP
0004	Training	1.00	EA	Free	
0005	Travel will be conducted IAW the Federal Travel Regulation (FTR).			cost reimbursable	
1001	Option Year One FY06-FY07 General On-Line Book Ordering to include cataloging and processing			NSP	NSP
1001AA	Technical Books			15%	
1001AB	Trade Books			15%	
1001AC	Paperbooks			15%	
1001AD	Library Bindings			15%	
1001AE	Mixed Media to include pop-up books, CD-ROMs, videos, and DVDs.			10%	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Shipping			<u>Free</u>	
1003	Reports	2.00	EA	NSP	NSP
1004	Training	1.00	EA	<u>Free</u>	
1005	Travel will be conducted IAW the Federal Travel Regulation (FTR). Option Year Two FY07-FY08			<u>cost reimbursable</u>	
2001	General On-Line Book Ordering to include cataloging and processing			NSP	NSP
2001AA	Technical Books			<u>15%</u>	
2001AB	Trade Books			<u>15%</u>	
2001AC	Paperbooks			<u>15%</u>	
2001AD	Library Bindings			<u>15%</u>	
2001AE	Mixed Media to include pop-up books, CD-ROMs, videos, and DVDs.			<u>0%</u>	
2002	Shipping			<u>Free</u>	
2003	Reports	2.00	EA	NSP	NSP
2004	Training	1.00	EA	<u>Free</u>	
2005	Travel will be conducted IAW the Federal Travel Regulation (FTR). Option Year Three FY08-FY09			<u>cost reimbursable</u>	
3001	General On-Line Book Ordering to include cataloging and processing				

SCHEDULE Continued

ITEM NO.	SUPPLIER/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA	Technical Books			15%	
3001AB	Trade Books			15%	
3001AC	Paperbooks			15%	
3001AD	Library Bindings			15%	
3001AE	Mixed Media to include pop-up books, CD-ROMs, videos, and DVDs.			10%	
3002	Shipping			Free	
3003	Reports	2.00	EA	NSP	NSP
3004	Training	1.00	EA	Free	
3005	Travel will be conducted IAW the Federal Travel Regulation Option Year Four FY09-FY10			Cost reimbursable	
4001	General On-Line Book Ordering to include cataloging and processing			NSP	NSP
4001AA	Technical Books			15%	
4001AB	Trade Books			15%	
4001AC	Paperbooks			15%	
4001AD	Library Bindings			15%	
4001AE	Mixed Media to include pop-up books, CD-ROMs, videos, and DVDs.			10%	
4002	Shipping			Free	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Reports	2.00	EA	NSP	NSP
4004	Training	1.00	EA	Free	
4005	Travel will be conducted IAW the Federal Travel Regulation			cost reimbursable	

SECTION I

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SECTION I

SF 1449 ADDENDUM

A. POINTS OF CONTACT:

Contracting Officer:

TBA at contract award
4040 N. Fairfax Drive, Arlington, VA
Telephone: 703-588-XXXX
FAX: 703-588-XXXX

Contract Specialist:

Janice Corlew
4040 N. Fairfax Drive, Arlington VA
Telephone: 703-588-3630
FAX: 703-588-3713
janice.corlew@hq.dodea.edu

Contracting Officer's Representative
(COR)

TBA at contract award
4040 N. Fairfax Drive, Arlington VA
Telephone: 703-588-XXXX
FAX: 703-588-XXXX

The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. Reference Section III clause 252.201-7000 (Contracting Officer's Representative).

B. ADMINISTRATION, ACCOUNTING & APPROPRIATION DATA, AND METHOD OF PAYMENT

The Administration Office and Accounting & Appropriation Data, and the applicable ship to points will be specified on each delivery order issued against the contract (s). Payment Office data shall cite the Government Purchase Card as the method of payment.

C. DELIVERY, SHIPPING, PROOF OF SHIPMENT and INVOICES

Delivery: Delivery instructions will be provided on individual delivery orders. Delivery shall be F.O.B. Origin. All shipments shall be received complete 30 days after receipt of delivery order for parcel post shipments or 45 days after receipt of delivery order for freight shipments

**Initial procurement for delivery of materials will be accomplished through the DoD/A-HQ, Procurement Division, and Arlington, VA. In subsequent years, area, districts, and schools may submit their requirements for replacement and replenishment materials directly to the contractor.

Shipping: Shipping instructions and ship to points will be specified on each delivery order issued against the contract (s).

- Shipments shall be clearly marked with the contract number, and delivery order number.
- All correspondence shall include the contract number and delivery order number.
- All packing slips shall be clearly marked with the contract number, delivery order number, related contract line item number, ISBN, and description / title of materials

SECTION I

SF 1449 ADDENDUM (cont.)

Proof of Shipment and Invoices: Proof of shipment must accompany invoices to initiate the payment process. As designated in the individual delivery order, payment will be completed via Government Purchase Card.

D. FREIGHT ON BOARD (FOB) ORIGIN

FOB origin is applicable to any contract awarded as a result of this solicitation.

E. **Tax Exemption Status.** DoDEA and the schools and offices comprising it are activities of the Federal Government. As such, state agencies are precluded from taxing them by reason of the Supreme Court decision in *McCullough v. Maryland*, 17 US 316 (1817). In addition, the various states have codified this immunity by appropriate statutes. DoDEA Federal Tax Identification #53-0207336.

F. CONTRACT TYPE AND DURATION OF CONTRACT

Contract award type shall be a Firm-Fixed Price Requirements Type Contract with cost reimbursable line item for Contractor Travel. The Base period shall be from date of award through 12 months, with the Government's option to extend the contract term for up to four (4) consecutive 12-month periods in accordance FAR 52.217-9, "Option to Extend the Term of the Contract."

(END OF SECTION I)

SECTION II

STATEMENT OF WORK (SOW) DoDEA PRE-PROCESSED LIBRARY MATERIALS

1.0 INTRODUCTION: The Department of Defense Education Activity (DoDEA) requires pre-processed library books and materials for its elementary and secondary libraries in locations around the world.

2.0 BACKGROUND: DoDEA is a civilian agency of the U.S. Department of Defense. It operates approximately 223 schools in 18 districts located in 14 foreign countries, seven states, Guam, Puerto Rico, and Cuba. All schools within DoDEA are fully accredited by U.S. accreditation agencies. Approximately 8,800 teachers serve DoDEA's 103,000 students. The DoDEA school system offers a typical American education and uses materials and equipment comparable to stateside schools.

2.1 Every DoDEA school contains an information center (library). These information centers each have unique methods of receiving and processing books and materials, therefore, DoDEA has a requirement for customization for library services for title selection, processing, and shipping to ensure the individual needs of each information center are met.

3.0 SCOPE: The period of performance for this contract is from date of award for one year with four one year option periods. The primary components of this requirement are general/preprocessing, processing, shipping, invoicing, data/reports management, technical support, training, and travel.

4.0 REQUIREMENTS: The contractor shall:

4.1. General/Pre-processing Requirements: Provide a web-based ordering system that includes:

4.1.1. Online school profile forms which must have MARC record/barcode/pocket options; call number options for fiction, non-fiction and non-print materials; media designator options; subject heading options; reading incentive program label options; USMARC records options and barcode symbology options.

4.1.1.1 The individual school librarian will submit the school's profile to the Contractor. In addition, the profile must be modifiable.

4.1.2 Access to customized collection analysis, duplicate title notification features for contractor orders during the length of the contract, order typing, reading incentive program support and paperback prebinding services.

4.1.3 Professional journal-based material reviews, award winning materials titles lists, and DoDEA-provided subject area bibliographies

4.1.4 A list of publishers from whom books must be purchased directly. The list must be available within thirty (30) days after the award and updated monthly.

4.1.5. The ordering system must have the following capabilities:

4.1.5.1. Search capability of the online materials database by author, title, publisher, ISBN, LCCN, keyword, series, subject headings, and reading incentive programs.

4.1.5.2 A means for the ordering official to submit a prioritized list of materials to be included with the delivery order. This list may exceed the total value of the delivery order so that the contractor can fill the delivery order with titles that are available and have a value up to but not exceeding the value of the delivery order. If a delivery order has remaining dollars that cannot be obligated from the current list, the contractor must contact the ordering official via email or telephone for additional titles.

4.1.5.3 A means for the ordering official to create and store prioritized lists of materials for the duration of the contract.

4.1.5.4. Do-not-exceed ordering and online price quotations for shipping to the various locations in the US and overseas.

4.1.5.5. Provide online ordering for all books as listed in the current edition of R. R. Bowker's Books in Print. In addition, the database must be updated to reflect new titles, price changes, and unavailable titles. The books required are normally trade, technical, research, paperbound, or hardbound requiring library bindings.

- Technical Books: Books that are designated by publishers as handbooks, medical books, and other practical works of a technical, scientific or business nature. Reference books covered by mandatory Federal Supply Schedule (i.e. Comptons, Encyclopedia Britannica, G&C Merriam, Grolier, Lakeshore, National Learning, Octameron and Political Research; and
- Trade Books: Books that are of general interest, including cookbooks, guidebooks, works of fiction, biographies and furnished in publisher's trade bindings. The books required may be Trade, Technical, Paperbound or, Library Bindings described as follows:
- Paperbound Books: Books that are of general interest including works of fiction, biographies, guidebooks, pamphlets of trade associations and others; brochures and bulletins furnished in paper binding.
- Library Binding: Books that are trade, technical and miscellaneous books furnished in publisher's library bindings.

4.1.5.5 Provide online ordering for mixed media: library materials in various formats including, but not limited to, pop-up books, big books, CD-ROMs, videos and DVDs.

4.2. Cataloging/Processing Requirements:

4.2.1. Shelf-ready processing. Books must have barcodes printed in the CODABAR system containing title, barcode number, and school name, covers on books, call number options, reading incentive program options, pockets and date due slips. The barcode label shall be placed in the upper left hand corner in a vertical position parallel to the book spine. The barcode number shall face the right side of the book. Initial delivery order will indicate the range of barcode numbers required by individual schools. On subsequent orders the contractor will assign barcode numbers consecutively as needed. Titles must be ready to put on the shelf the moment they arrive. Books shall contain the following:

4.2.1.2. Call signs shall be on (a) the spine label (approximately one inch from the bottom of the book), (b) all catalog cards, (c) book pockets, and (d) the borrower's card. Book pockets shall be printed to contain call signs, author and title. Book pocket shall the commercial standard and attached to the back of the back flyleaf.

4.2.1.3. Book jackets and bindings shall be in accordance with standard industry practice. Jackets are not required for paperbound books.

4.2.1.4. Borrower's card shall be pre-printed to contain call sign, author and title.

4.2.1.5. Catalog card sets shall be pre-printed with call signs and include shelf list cards.

4.2.1.6. School unique 3M book security detection system, consisting of a sensitized/desensitized single or double adhesive strip to be inserted in book spine. Note: The tattle tape adhesive strips may not be required on all delivery orders.

4.3. Shipping:

4.3.1. The contractor shall delivery books orders according to the unique school specifications within 30 days of a delivery order unless the books are on backorder. All titles (including backorders) must be delivered within 90 days of the order. The cost of shipping must be included in the online order so that the customer is aware of the total cost of the order when ordering.

4.3.2. Each shipment will contain one or more Windows CD ROM(s) for updating the automated circulation/catalog system. The CD shall contain MARC records to match all titles found in the shipment. US MARC records will be furnished in USMARC format on a CD-ROM.

4.3.3. Final Shipment: Any delivery order written pursuant to the terms and conditions of this solicitation shall be considered complete upon receipt of invoice marked "Final Shipment, Order Complete." All items not shipped and invoiced are cancelled from the delivery order upon receipt of an invoice so marked.

4.4. Invoicing:

4.4.1. The contractor shall mark each invoice and packing list as either "Partial" or "Final". The contractor shall furnish one copy of the packing list and invoice to the "Ship To" address.

4.5. **Technical Support:** The contractor shall provide the following technical assistance to the librarians/ordering customers:

4.5.1. Web-based online support/helpdesk that must provide support within 24-hours from time of request, Monday through Friday.

4.5.2. Telephone support/help desk that must be available 8:30 AM EST – 6 PM EST, Monday through Friday.

4.5.3. Email-based support/help desk that must provide support within 24-hours from time of request, Monday through Friday.

4.6. **Reports:** The contractor shall provide twice yearly the following reports:

4.6.1. Dollar amount spent per school, totaled at the end of the school year

4.6.2. Average order shipping time

4.6.3. Order fill rate

4.6.4. Customer satisfaction survey results

4.7. **Training:** The Contractor may be required to train up to 150 DoDEA personnel on the online ordering system at a Government provided location. If requested, training shall be for an 8 hour period and must be conducted by a qualified expert trainer of the contractor system. The contractor must provide all material for the training.

4.8. **Travel:** Contractor travel requirements shall be defined within individual delivery orders and shall be reimbursed in accordance with the Federal Travel Regulations (FTF.).

4.9. **Deliverables:** The contractor shall furnish all services to be performed and all items to be delivered in accordance with the following delivery schedule:

Deliverable	Sow Paragraph	Date
Post-Award Conference	4.5	5 days after contract award
Delivery of library materials	4.1 and 4.2	Within 90 days after receipt of order
Shipping	4.3	Upon receipt of delivery order
Reports	6.0	Semi-Annual
Training	7.0	Within 30 days upon receipt of Delivery Order
Travel	8.0	Upon receipt of Delivery Order

ATTACHMENT 1
Processing Requirements

1. **Processing Requirements:** All books shall be processed in accordance with the following specifications before they are delivered. Cataloging and classification must comply with the latest edition of the Anglo American Cataloging Rules, Dewey/Sears or Dewey/LC List of Subject Headings and The Abridged or Unabridged Edition of the Dewey Decimal Classification.

1.1. Call signs shall consist of two parts: (a) Classification or collection indicator and (b) main entry or biographies indicator. Collection indicators in the Machine Readable Cataloging (MARC) Records will match those provided in the school profile. Collection indicators shall be used as follows:

- CLASSIFIED (NON-FICTION)
- Dewey Number
- (Not to exceed 3 (three) positions, digits or divisions to the right of the decimal)
- INDIVIDUAL BIOGRAPHY (921)
- COLLECTIVE BIOGRAPHY (920)
- STORY COLLECTIONS (SC)
- EASY BOOKS (E)
- FICTION (F)

1.2. The main entry indicator shall consist of the initial three letters of the author's last name; or if a title, the initial three letters of the title, omitting initial common articles. If the book is an individual biography, the main entry indicator shall consist of the initial three letters of the biographee's last name. Main entry indicators are illustrated as follows:

Cahill, Tim

CAH Road Fever: A High Speed Travelogue
New York: Vintage Books 1992

Collam, Joseph

SCH Albert Schweitzer: Genius in the Jungle
Vanguard Press 1980

Burch, Gladys

BUR Famous Composers for Young People
By Gladys Burch and John Wolcott Dodd 1979

SC Kudlinsky, Kathleen

KUD Juliette Gordon Low: America's First Girl Scout
New York, N.Y. USA: Viking Kestrel, 1998

E Newberry, Clare Turley New
NEW April's Kittens: Story and Pictures
By Clare Turley Newberry
Harper 1979

F Stolz, Mary
STO Belling the Tiger: Pictures by Rene Montresor
McGraw-Hill 1981

SECTION III

CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses/provisions: <http://www.amet.gov/far>

DFARS clauses/provisions: <http://www.acq.osd.mil/dp/dars/dfars.html>

FAR & DFARS clauses/provisions: <http://farsite.hill.af.mil>

(End of clause)

Clauses Incorporated by Reference:

FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors
	Debarred, Suspended, or Proposed for Debarment (Jul 1995)
FAR 52.233-4	Applicable Law For Breach Of Contract Claim (OCT 2004)
DFARS 252.204-7004	Alternate A (NOV 2003)
DFARS 252.232-7009	Mandatory Payment by Government wide Commercial Purchase Card (Jul 2000)
DFARS 252.243-7001	Pricing of Contract Modifications (Dec 1991)

52.212-4 -- Contract Terms and Conditions -- Commercial Items (Oct. 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such

termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification:
- (t) *Central Contractor Registration (CCR)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within

the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (OCT 2003)**

a. The following is added to paragraph (c) "Changes" after the last period:

"(The phrase, "terms and conditions" means any statement regarding the substantial rights of either or both parties.) Other changes (for example, a change in the paying office, appropriations data or Contracting Officer's Representative) may be made unilaterally by written order signed by the Contracting Officer."

b. The following clauses and clause references are incorporated at the end of FAR 52.212-4, after paragraph (t) "Central Contractor Registration (CCR)" as paragraph (u): "Other Clauses":

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 80 months.

FAR 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 will 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 60 months from date of award.

FAR 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 date of award through one year thereafter.

(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, this 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.

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

There are no minimum or maximum order quantities under this contract. The Contractor shall honor all orders received unless an order (or orders) is returned to the ordering office within 5 calendar 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)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

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

(1) 52.233-3, Protest After Award (AUG 1998) (31 U.S.C. 3553).

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(i)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(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).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2313).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1991)(29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-1(d)).
- (24) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

X (33) 52.232-36, Payment by Third Party (May 1989)(31 U.S.C. 3332).

 (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a)

 X (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2831).

 (ii) Alternate I (Apr 2003) of 52.247-64.

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

 (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

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

(v) 52.222-38, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

DFARS 52.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)

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

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

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by

reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

 X 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

 X 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

 X 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

 252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2005) (Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

 X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

 X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

(END OF SECTION)