

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. P0001	3. EFFECTIVE DATE 2008 JUL 30	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE DEFENSE SUPPLY CENTER COLUMBUS LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 Initiator: Anthony Gerardi PLCLGBR (614)692-3851 E-mail: Anthony.Gerardi@dlia.mil	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  National Automotive Parts Association (NAPA)  2999 Circle 75 Parkway  Atlanta, GA 30339	(X) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. SP0700-05-G-0004
	X 10B. DATED (SEE ITEM 13) 26 September 2005

CODE OBYJ6 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

**12. Accounting and Appropriation Data (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3)
D. OTHER (Specify type of modification and authority) Termination of BOA.

B. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 (one) copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

This Modification is the official notification that BOA SP0700-05-G-0004 is being superseded with the implementation of BOA SPM7LX-08-G-0002 as its successor, effective date 30 July 2008.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) David B. Nicky - Vice President/MA	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT L. HEINE III
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA BY
15C. DATE SIGNED 7/30/08	16C. DATE SIGNED 7-31-08

<b>AWARD/CONTRACT K</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING As set forth in each order	PAGE OF 1	PAGES 17
2. CONTRACT (Proc. Inst. Ident.) NO. <b>SPM7LX-08-G-0002</b>		3. EFFECTIVE DATE <b>See Block 20C</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY <b>DEFENSE SUPPLY CENTER COLUMBUS LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990</b>	CODE <b>SPM7L1</b>	6. ADMINISTERED BY (If other than Item 5) <b>DEFENSE SUPPLY CENTER COLUMBUS LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990</b>		CODE <b>SPM7L1</b>	
			Criticality: To be cited on each order PAS: NONE		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>GENUINE PARTS COMPANY NATIONAL AUTOMOTIVE PARTS ASSOCIATION 2999 CIRCLE 75 PKWY SE ATLANTA GA 30339-3050</b>		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) <b>AS SET FORTH IN EACH ORDER</b>
		9. DISCOUNT FOR PROMPT PAYMENT <b>NET 30 days</b>
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM <b>12</b>

CODE <b>0HYJ6</b>	FACILITY CODE	11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 9 <b>AS SET FORTH IN EACH ORDER</b>	12. PAYMENT WILL BE MADE BY CODE <b>SL4701</b> <b>IN ACCORDANCE WITH THE GOVERNMENT WIDE PURCHASE CARD PROGRAM</b>
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e)( 1 ) <input type="checkbox"/> 41 USC 253(c)( )		14. ACCOUNTING AND APPROPRIATION DATA <b>NOT APPLICABLE</b>	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>AS SET FORTH IN EACH ORDER</b>				<b>UNLIMITED</b>
15G. TOTAL AMOUNT OF CONTRACT					

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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X	G	CONTRACT ADMINISTRATION DATA	7		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SPM7LX08R0068</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) <b>Dwight B. Nicker Vice President - MA</b>	20A. NAME OF CONTRACTING OFFICER <b>ROBERT L. HEINE III</b>
19B. NAME OF CONTRACTOR <b>GENUINE PARTS COMPANY</b>	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED <b>8/30/08</b>	20C. DATE SIGNED <b>7-31-08</b>
BY <b>[Signature]</b>	BY <b>Robert L Heine III</b> (Signature of Contracting Officer)

**CONTINUATION SHEET**

Contract Number:

SPM7LX-08-G-0002

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This is a Basic Ordering Agreement (BOA) contract. Orders may be issued against this BOA for a period of 5 years.

Any reference to Solicitation Number SPM7LX-08-R-0068 within this document shall be construed to mean BOA Number SPM7LX-08-G-0002.

This document contains all terms and conditions of referenced solicitation, as well as any additions, deletions, revisions, or clarifications requested by the Contractor and accepted by the Government.

Actual unit prices will be specified on individual delivery orders/customer purchases issued under this BOA. The estimated amount in Block 15G on page 1 of this contract is for administrative purposes only.

This BOA is established to support the Government Wide Purchase Card (GWPC) program. It is anticipated that most orders placed against this BOA will be made by customers using the GWPC. Therefore, many of the clauses and/or requirements in this contract will not apply, such as shipping, inspection and receiving reports, packaging, palletization, inspection, FOB, RFID, and other requirements.

If orders are issued against this BOA which contain more specific requirements, such as shipment to a DLA Depot, those orders must specify the Government's requirements and be reviewed by NAPA prior to acceptance and/or performance.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DETERMINED AS NEEDED PER ORDER	PAGE OF PAGES 1 16
2. CONTRACT NO.		3. SOLICITATION NO. <b>SPM7LX-08-R-0068</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (BOA)	
7. ISSUED BY <b>DEFENSE SUPPLY CENTER COLUMBUS LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990</b>		CODE <b>SPM7L1</b>	5. DATE ISSUED <b>2008 FEB 04</b>		6. REQUISITION/PURCHASE NO.
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".			8. ADDRESS OFFER TO (If other than Item 7) <b>DEFENSE SUPPLY CENTER COLUMBUS LAND SUPPLY CHAIN ATTN: DSCC-FLGB (Anthony Gerardl) PO BOX 3990 COLUMBUS OH 43218-3990</b> For courier services and facsimile numbers—See Block 9		

**SOLICITATION**

9. Sealed offers in original and    copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in   3990 E. Broad St., Columbus, OH 43213   until   5:00 PM   local time   2008 02 19    
 FAX Number(s): (614) 693-1572 (Hour) (Date)

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME <b>Anthony Gerardl, PLCLGBR</b>	
	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-3851</b>	C. E-MAIL ADDRESS <b>Anthony.Gerardl@dlm.mil</b>

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	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	6	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within    calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-3)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: →)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE
15D. FAX NO.			15E. E-MAIL ADDRESS		

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(e)(1) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**SECTION A  
GENERAL INFORMATION**

The scope of this Basic Ordering Agreement (BOA) is intended to provide a ready source of supply for replacement parts (supplies) available within the National Automotive Parts Association's (NAPA) commercial distribution system.

Any reference to "contract" in the schedule, clauses, or provisions, hereof shall be construed to mean "Basic Ordering Agreement" (BOA).

This is a Basic Ordering Agreement (BOA) as described in the Federal Acquisition Regulation (FAR) 16.703. This is not a contract and thus no supplies are purchased by execution of the agreement. Rather, this agreement represents an understanding between the Defense Supply Center Columbus (DSCC) and National Automotive Parts Association (NAPA) that they may enter into future contracts for commercial items under the terms of this BOA.

Description of supplies to be provided: *Automotive/truck parts and supplies, tools and equipment, shop supplies*

(Offeror to provide brief description of item to be furnished on this BOA, i.e. Filters, Valves, etc.)

Method for determining price: Orders issued under the terms and conditions of this BOA may be priced or unpriced.

**A. Priced Orders**

Upon receipt of a Request for Information (RFI) or Request for Proposal (RFP) from the procuring contracting officer (PCO) or in response to an oral/verbal request for quote, the Contractor is encouraged to submit a quote or offer containing at a minimum, the following information:

1. Description of part number and quantity of each item to be furnished.
2. Both unit and total price. Also, the contractor will provide any additional information reasonably requested by the PCO to substantiate the price (see FAR 52.215-20 and FAR 52.215-21)
3. Preservation, packaging, packing, and marking changes, if applicable.
4. Delivery schedule.
5. FOB point.
6. Acceptance period.
7. A statement referring to this BOA by number and stating that the quotation or offer is subjected to the terms of this BOA.
8. Any other pertinent data reasonable requested by the PCO or required by the clauses and/or provisions of this BOA.

After review of the quote or offer, the PCO may accept the terms of the quote or offer by issuing a delivery order within the acceptance period specified in the quote or offer, or within (60) days from the date of the quotation or offer if not otherwise specified. Upon issuance of a delivery order by the PCO, the delivery order shall form a firm and binding obligation upon both parties without further action, provided (1) that the order is mailed or otherwise furnished to the contractor within the time specified for acceptance; and (2) the order properly reflects the negotiations as to price, delivery, quantity, description of the item, and any additional terms and conditions mutually agreed upon by both parties.

**B. Unpriced Orders**

Unpriced orders will not be accepted under this BOA. Customers will make purchases using a Government Wide Purchase Card, and therefore will make priced orders. Any reference to unpriced orders in this document is invalid.

(continued)

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**C. Methods of Issuing Delivery Orders under the BOA**

The Government is not obligated to order any specific item or quantity of items under this agreement. However, subject to the terms and conditions of this agreement, issuance of a delivery order under the terms of this BOA shall obligate both parties.

Supplies may be ordered under this agreement in such quantities as may be required to meet the Government's needs.

Effective date of order: Delivery orders issued under this BOA shall be effective on the date of issuance. For purposes of this agreement, a delivery order is issued when it is deposited in the mail, or otherwise furnished to the Contractor, on or before the date specified in the order.

All orders issued under this BOA shall be issued on DD Form 1155 (or by credit card), along with any attachments that are required to complete the order. The orders shall reference this BOA and will be numbered in accordance with DFARS 204.7704-4.

The Government may issue orders which provide for delivery to multiple destinations.

Authority to issue orders: PCOs within any Department of Defense (DoD) activity are authorized to issue orders under this BOA.

Orders for any dollar amount or quantity may be issued under the terms of this BOA.

**D. Terms of Agreement**

This agreement is valid for a period of five years, beginning the effective date specified on the cover page of this BOA. However, this agreement shall be reviewed at least annually before the anniversary of its effective date to assure that all current statutory and regulatory requirements are met. As needed, this BOA will be revised to assure conformance with applicable laws and regulations.

**E. Modification of Agreement**

The clauses and provisions of this agreement shall not be altered or otherwise modified, except by modification or supplemental agreement signed by the Contracting Officer at DSCC. However, either party may request changes to the terms and conditions of this BOA at any time during its effective period.

**F. Termination of Agreement**

This BOA may be terminated by either party. If either party wishes to terminate this agreement, it must do so by mailing a written notice of termination. This notice of termination shall be received by the other party at least (30) days prior to the desired effective date of the termination. Notwithstanding, termination of this BOA shall not affect any orders issued prior to the effective date of the termination, and the Contractor shall complete any orders in progress in accordance with the terms and conditions of the delivery order and the BOA.

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#### G. Part Number Changes

The following apply only when specific part numbers and/or items are requested on a purchase request or solicitation. These statements are not applicable to credit card purchases.

1. In procurements where the solicitation/award specifies "Requested item only will suffice, do not substitute/interchange", the Contractor SHALL NOT furnish a substitute part.
2. The following applies to part number supersessions when paragraph 1 above does not apply:
  - a. A part is considered to have a superseded part number if the original item is manufactured by the same source as the new item and must possess such functional and physical characteristics as to be equivalent in performance and durability and to be completely interchangeable with the original part without alteration to the item or the adjoining items.
  - b. If the Contractor finds that a part number as set forth on the solicitation has been superseded, written notification should be provided in the quotation. After award has been received, the Contractor is authorized (except as specified in paragraph C below) to make shipment without further notification to the PCO concerning the superseded part number.
  - c. Items containing component parts which are not interchangeable with the component parts of the original item will not be shipped without the Contracting Officer's approval. The Contractor will annotate the solicitation package to denote the superseding part numbers of the item and component parts and await instructions from the Contracting Officer.

#### H. Obsolete Parts

The following applies only when specific part numbers and/or items are requested on a purchase request or solicitation. This statement is not applicable to credit card purchases.

If the contractor determines that a part is no longer available, and there is no replacement, the Contractor shall annotate the solicitation and return it to the Contracting Officer.

#### I. Substitute Parts

The following apply only when specific part numbers and/or items are requested on a purchase request or solicitation. These statements are not applicable to credit card purchases.

1. A substitute part is defined as a part which is not manufactured by the same source as the ordered part. However, the substitute part must possess such functional characteristics as to be equivalent in performance and durability and to be completely interchangeable with the ordered part without alteration to the substitute part or adjoining items.
2. The Contractor is authorized to ship substitute parts which are contained in an approved interchange catalog without the prior approval of the Contracting Officer.
3. (Deleted -- Not applicable to this BOA)

**SECTION B**  
**SCHEDULE OF SUPPLIES**

1. This agreement is based on the supplies contained in any National Automotive Parts Association (NAPA) Product Line Catalog, and any future supplements, revisions, or changes thereto which may be issued.
2. Only priced orders in accordance with the Master Installer Pricing Program (NAPA code 9053) as identified in paragraph 3 below shall be issued under this Basic Ordering Agreement (BOA)
3. Prices will be in accordance with NAPA Master Installer Pricing Program (NAPA code 9053). State and Local taxes are exempt under this agreement.
4. The contractor may, from time to time, revise the Price List(s) which form part of this BOA. Such revisions may add or delete items, revise prices on individual items, change part numbers, etc. Such revisions will be effected by the contractor's issuance of amendments, supplements, or superseding lists. Revisions shall be effective in accordance with the commercial practice within the contractor's distribution network.
5. The delivery schedule is two days to five days after receipt of order.
6. Any individual authorized for use of a Government Wide Purchase Card may issue orders hereunder directly to the contractor's distribution network.
7. The term "delivery order" is expanded to mean and/or include "Government Wide Purchase Card".
8. Delivery orders may be accomplished by visit, telephone, facsimile, or by mail.
  - a. Delivery orders shall specify the following information:
    - i. Basic Ordering Agreement (BOA) number
    - ii. Cardholder's name, address, and telephone number
    - iii. Manufacturer, part number, and/or national stock number if applicable
    - iv. Quantity
    - v. Shipping and delivery instructions
    - vi. Notification that "payment will be made by Government Wide Purchase Card"
  - b. The cardholder's Government Wide Purchase Card number shall be provided orally no later than at the time of shipment. Furthermore, no charges to the Government Wide Purchase Card shall be made prior to shipment.
  - c. When a delivery order does not properly reflect information as required above, the contractor's distribution network shall notify the individual responsible for issuing the order and indicate specific deficiencies. Notification of the above discrepancies shall be at the earliest practicable time but no later than three (3) calendar days after receipt of the order. The Government will thereupon provide instructions and/or a modification to the delivery order without cost to either party, setting forth the correct information and adjusting the delivery schedule for the affected items by the number of days which have elapsed from the date of the order to the date of the instruction/modification. Shipment of those remaining items not subjected to correction shall be made on or before the delivery dates established in the agreement.
9. Individual orders issued directly to the contractor's distribution network are not subjected to a minimum dollar amount but are limited to a maximum dollar amount of \$2,500.00 for non-competitive purchases. Government Wide Purchase Card orders, however are permitted up to the cardholder's authorized limitations provided they follow their normal competitive procurement guidance/regulations. In other words, the price agreement/discount associated with this BOA can be applied for purchases above the \$2,500.00 threshold (normally up to \$100,000.00, the current simplified acquisition threshold) as long as local competitive procedures are followed.

10. Several programs, in addition to the local delivery programs, are available through this BOA for those customers who wish to participate. They are as follows:

- a. **Distribution Centers (D.C.) Direct** – This program allows orders to be placed directly through NAPA regional distribution centers. To qualify for this program the customer needs to place a minimum order of \$500.00 per week. The applicable pricing is based on NAPA's National Account D.C. Direct pricing profile. D.C. Direct pricing results at significantly lower prices than the Master Installer Pricing Program (9053) as identified in paragraph 2 above.
- b. **NAPA Integrated Business Solutions (IBS)** is an on-site NAPA program designed to effectively and efficiently service the customer during the hours set by the customers. The NAPA IBS program can be all or portions of a customized procurement process for a large fleet. IBS maintains and manages the parts inventories based on fleet vehicles make-up and parts usage. These inventories can include NAPA parts, tires, OEM parts, and parts for customized applications. NAPA owns the parts inventory eliminating any customer expense associated with obsolescence while freeing up the customer inventory investment dollars. IBS will reduce or eliminate the customer's cost-per transaction. It is designed so NAPA received a monthly net profit of 10% based on NAPA's management of inventory and inventory investment. The start up pricing of NAPA branded parts is the Master Installer Pricing Program (9053) as indicated in paragraph 2. Using a shared monthly profit or loss statement, the future pricing profile may possibly be adjusted up or down based on the net profit being below or over 10%. Both parties will evaluate each month's profit or loss statement. If the net profit exceeds or falls short of the 10% net profit, a credit or debit will be issued to offset the adjustment amount. Typically the program is for a large user with monthly procurements of vehicle parts, shop supplies, and related services of \$39,000.00 or more. To participate, the customer must sign an agreement with Genuine Parts Company/NAPA.

c. **OCONUS Support:**

- i. **Far East:** The DOD/US Government Agencies in the Far East can participate in the NAPA agreement to support overseas requirements. All Far East DLA automotive customers will have access to an Internet application to search, select, and order parts and accessories from NAPA. Pricing is in accordance with the Master Installer Pricing Program (9053) as identified in paragraph 2 of the BOA, plus export/consolidation cost plus freight (at cost). Freight charges are based on method of shipment. DLA customers can access the NAPA program and place orders by phone, fax, or e-mail. Following are details for placing orders to the NAPA Auto Parts Store servicing all US Government agencies in the Far East:

Phone	(671) 637-7833/83/84
Fax	(671) 637-7592
E-mail Address	<a href="mailto:fperedo@bisnesmami.com">fperedo@bisnesmami.com</a>
Mailing Address	NAPA Auto Parts (Guam) 1790 Rout 16 Dededo, Guam 96912

- ii. **Europe:** The DOD/US Government Agencies in Europe can participate in the NAPA agreement to support overseas requirements. All Europe DLA automotive customers will have access to an Internet application to search, select, and order parts and accessories from NAPA. Pricing is in accordance with the Master Installer Pricing Program (9053) as identified in paragraph 2 of the BOA, plus export/consolidation cost plus freight (at cost). Freight charges are based on method of shipment. DLA customers can access the NAPA program and place orders by phone, fax, or e-mail, or on the below website. Following are details for placing orders to the NAPA Auto Parts Store servicing all US Government agencies in Europe.

Phone	(516) 822-6662
Fax	(516) 822-5020
E-mail Address	<a href="mailto:info@dmauto.com">info@dmauto.com</a>
Web Site	<a href="http://www.dmauto.com">www.dmauto.com</a>
Mailing Address	D & M Auto Parts 56 Engineers Dr. Hicksville, NY 11801

iii. Alaska: The DOD/US Government Agencies in Alaska can participate in the NAPA agreement to support overseas requirements. All Far West DLA automotive customers will have access to an Internet application to search, select, and order parts and accessories from NAPA. Pricing is in accordance with the Master Installer Pricing Program (9053) as identified in paragraph 2 of the BOA, plus export/consolidation cost plus freight (at cost). Freight costs are based on method of shipment. DLA customers can access the NAPA program and place orders by phone, fax, or e-mail. Following are the details for placing orders to the NAPA Auto Parts Store servicing all US Government agencies in the Far West.

Phone	(907) 751-6261
Fax	(907) 751-9275
E-mail Address	<u>napaak@gci.net</u>

iv. Other OCONUS: NAPA Atlanta, GA will coordinate other OCONUS requirements. The point of contact is Mr. Alan Rideout, who can be reached at (770) 859-2516 or by e-mail at [alan\\_rideout@genpt.com](mailto:alan_rideout@genpt.com). Pricing will be in accordance with the Master Installer Pricing Program (9053) as identified in paragraph 2 of the BOA. There will be additional costs incurred by the customer to cover any freight, special packaging, import fees, etc.

v. Delivery for all non-priority OCONUS orders will be within 20 days after receipt of order. Delivery on priority orders will be within seven (7) days after receipt of order.

11. Contractor shall submit a rebate check based on the following sliding scale:

- a. 1% Rebate for annual sales between \$1,000,000.00 and \$1,999,999.99
- 2% Rebate for annual sales between \$2,000,000.00 and \$2,999,999.99
- 3% Rebate for annual sales between \$3,000,000.00 and \$3,999,999.99
- 4% Rebate for annual sales between \$4,000,000.00 and \$4,999,999.99
- 5% Rebate for annual sales above \$5,000,000.00
- b. Annual sales will be based on fourth quarter sales times four (4) to establish a rebate percentage.
- c. Rebates will be paid on qualified NAPA product lines only, and will exclude cores, pick-ups from outside vendors, and labor charges.
- d. The rebate check shall be addressed and payable to the Defense Supply Center Columbus, ATTN: DSCC-RF, and must reference the BOA number.
- e. The contractor shall provide a copy of the rebate check and supporting data to the contracting office. At a minimum, the supporting data shall include the applicable period wherein the rebate amount was calculated and the total amount of the orders/sales.

12. Section E: Inspection and Acceptance

Rejected supplies shall be processed in accordance with Government Wide Purchase Card procedures.

13. Section F: Deliveries or Performance

Partial Shipments are acceptable if authorized by the cardholder who will provide special instructions.

Consolidated shipments are acceptable to all destinations. When consolidating shipments, an additional copy of the consolidated packing list shall be placed in an envelope attached to the outside of the shipping container and the shipping container shall be marked "CONSOLIDATED SHIPMENT".

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8 16A04D01 52.204-9C06 DSCC Part 52 - SOLICITATION  
PROVISIONS AND CONTRACT CLAUSES STATEMENT (JUN 2006)

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Part 52 - Solicitation Provisions and Contract Clauses, current version found at [http://www.dscclia.mil/library/provisions\\_clauses/dscclia/](http://www.dscclia.mil/library/provisions_clauses/dscclia/). Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dia.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between text found in DSCC Part 52 and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

A12A01 52.212-4 CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS (FEB 2007) FARA12A02 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED  
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL  
ITEMS (MAY 2008) FAR

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

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
[Contracting Officer check as appropriate.]
- ( ) (1) 52.201-6, Restrictions on Subcontractor Sales to the Government (Sep 06), 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 (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ( ) (4) [Reserved]
- ( ) (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ( ) (ii) Alternate I (OCT 1995) of 52.219-6.
- ( ) (iii) Alternate II (MAR 2004) of 52.219-6
- ( ) (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ( ) (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 (APR 2008) (15 U.S.C. 637(d)(4)).
- ( ) (ii) Alternate I (OCT 2001) of 52.219-9.
- ( ) (iii) Alternate II (OCT 2001) of 52.219-9.
- ( ) (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ( ) (10) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ( ) (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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 (JUN 2003) of 52.219-23.
- ( ) (12) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).
- ( ) (13) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ( ) (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).
- ( ) (15) 52.219-28, Post Award Small Business Program Representation (JUN 2007) (15 U.S.C. 632(a)(2)).
- (x) (16) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (x) (17) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (x) (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)
- (x) (19) 52.222-26, Equal Opportunity (MAR 2007)

- (E.O. 11246).
- ( ) (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212)
- (x) (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ( ) (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ( ) (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (x) (24) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ( ) (ii) Alternate I (AUG 2007) of 52.222-50
- ( ) (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA - Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(i)).
- ( ) (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ( ) (ii) Alternate I (AUG 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ( ) (26) 52.223-5, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ( ) (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- ( ) (ii) Alternate I (DEC 2007) of 52.223-16
- ( ) (28) Omitted
- ( ) (29) Omitted
- ( ) (30) Omitted
- (x) (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ( ) (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ( ) (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
- ( ) (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ( ) (35) 52.232.30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ( ) (36) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ( ) (37) 52.232-34, Payment by Electronic Funds Transfer Other Than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ( ) (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ( ) (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ( ) (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 1241 and 10 U.S.C. 2631).
- ( ) (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:

- [Contracting Officer check as appropriate.]
- ( ) (1) 52.222-41, Service Contract Act of 1965, as Amended (NOV 2007) (41 U.S.C. 351, et seq.).
  - ( ) (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ( ) (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
  - ( ) (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - ( ) (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, et seq.)
  - ( ) (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (NOV 2007) (41 U.S.C. 351, et seq.)
  - ( ) (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor  
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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 (1) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

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

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

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

(viii) 52.247-64, 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.

A12A04 52.213-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2008) FAR

A12A06 52.213-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAY 2008) FAR

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(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.)

(3) Taxpayer Identification Number (TIN) (Vendor Fill-in).

( ) TIN: 36-2406483 (Vendor Fill-in)

( ) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign

government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization (Vendor Fill-in).

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

(Vendor Fill-in).

(5) Common Parent.

( ) Offeror is not owned or controlled by a common parent:

( ) Name and TIN or common parent:

Name: \_\_\_\_\_ (Vendor Fill-in)

TIN: \_\_\_\_\_ (Vendor Fill-in)

(c) Check all that apply. (Vendor Fill-in)

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

(2) Veteran-owned small business concern.

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

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

(3) Service-disabled veteran-owned small business concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision] The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete

only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision]. The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

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

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision] The offeror represents that it ( ) is a women-owned business concern.

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

(Vendor Fill-in)

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

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

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

(Check one of the following):

NUMBER OF EMPLOYEES: (Vendor Fill-in)

( ) 50 or fewer

( ) 51 - 100

( ) 101 - 250

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- ( ) 251 - 500
- ( ) 501 - 750
- ( ) 751 - 1,000
- ( ) Over 1,000

AVERAGE ANNUAL GROSS REVENUES: (Vendor Fill-in)

- ( ) \$1 million or less
- ( ) \$1,000,001 - \$ 2 million
- ( ) \$2,000,001 - \$ 3.5 million
- ( ) \$3,500,001 - \$ 5 million
- ( ) \$5,000,001 - \$10 million
- ( ) \$10,000,001 - \$17 million
- ( ) Over \$17 million

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

- (1) General. The offeror represents that either --
  - (A) It ( ) is, (X) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net) and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)
  - (2); or
  - (B) It ( ) has, (X) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) ( ) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (9) (i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(Vendor Fill-in).]

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

The offeror represents as part of its offer that--

- (1) It ( ) is, (X) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, (X) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c) (10) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

(Vendor

Fill-in).]

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

- (d) (1) Previous contracts and compliance. The offeror represents that --
  - (i) It (X) has, ( ) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It (X) has, ( ) has not, filed all required

compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

- (1) It (X) 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.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

- (1) ( ) are, (X) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ( ) Have, (X) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ( ) are, (X) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ( ) Have, (X) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i) (1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.  
Listed End Product/Listed Countries of Origin

(Vendor Fill-in)  
Various products will be provided under this BOA  
(Vendor Fill-in)  
Which are made in other countries.  
(Vendor Fill-in)

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i) (1) of this provision, then the offeror must certify to either (1) (2) or (1) (2) (ii) by checking the appropriate block.]
  - (i) ( ) The offeror will not supply any end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
  - (ii) (X) The offeror may supply and end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

- (1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) (X) Outside the United States.

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(k) Certificates regarding exemptions from the application of the Service Contract Act (APPLICABLE ONLY TO SERVICE CONTRACTS). (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.

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

( ) does ( ) does not certify that --  
(Vendor fill-in)

\*\*\*  
( ) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

( ) does ( ) does not certify that --  
(Vendor fill-in)

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

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

[Offeror to identify the applicable paragraphs at (b) through (1) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

**A12B01 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008) DFARS**

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

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

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

( ) (1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

( ) (2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637)

( ) (3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(x) (4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

( ) (5) 252.225-7012, Preference for Certain Domestic Commodities. (MAR 2008) (10 U.S.C. 2533a).

( ) (6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (DEVIATION) (10 U.S.C. 2533a).

( ) (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

( ) (8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations

acts).

( ) (9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

( ) (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

( ) (11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(x) (12) (i) 252.225-7036, Buy American Act-Free Trade Agreements -Balance of Payments Program (MAR 2007)

(x) (ii) Alternate I (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

( ) (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3))

( ) (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

( ) (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)

( ) (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)

( ) (17) 252.232-7003, Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227).

( ) (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

( ) (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

( ) (20) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)

( ) (ii) Alternate I (MAR 2000)

( ) (iii) Alternate II (MAR 2000)

( ) (iv) Alternate III (MAY 2002) (10 U.S.C. 2631)

( ) (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

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

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

(2) DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

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

**A12C01 52.212-9000 CHANGES MILITARY READINESS (MAR 2001) DLAD**

## SECTION D

**D11E03 252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007) DFARS**

(a) Definitions. As used in this clause--  
'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

'Electronic Product Code (EPC)' means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient

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The following statement applies to A12B01 (b) (4), (b) (12 i), (b) (12 ii), and (c) (1):

Various products will be provided under this BOA which are made in other countries.

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reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

'EPCglobal' means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

'Exterior container' means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

'Palletized unit load' means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

(1) Until February 28, 2007, the acceptable tags are-

(i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

(ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

'Radio Frequency Identification (RFID)' means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

'Shipping container' means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b) (1) Except as provided in paragraph (b) (2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that-

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA:

DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA:

DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA:

DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL:

DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA:

DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC:

DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH:

DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX:  
DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT:

DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL:

DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK:

DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA:

DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA:

DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX:

DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA:

DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA:

DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA:

DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA:

DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base,

Charleston, SC:

Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station,

Norfolk, VA:

Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base,

Fairfield, CA:

Air Terminal Identifier Code SUU.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of paragraph (b) (1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Past Payment Procedures.

(c) The Contractor shall-

(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC: Tag Data Standards in effect at the time of contract award. The EPC: Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal: subscriber and possesses a unique EPC: company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC: Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS -  
MIL-STD-129P (MAY 2006) DLAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS -  
MIL-STD-129P (MAY 2006) ALT I (AUG 2005)

D11C04 52.211-9013 SHIPPER'S DECLARATION OF DANGEROUS  
GOODS (AUG 2005) DLAD

Contractors shall complete and attach a prescribed Shipper's Declaration of Dangerous Goods Form and an Air Waybill for each TP1 or TP2 shipment containing dangerous or hazardous goods or materials. Dangerous goods and/or hazardous materials are those items defined or classified as such in Title 49, Code of Federal Regulations, and the International

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Air Transport Association (IATA) Dangerous Goods Regulations. Generally, dangerous goods are those items containing any dangerous material or substance which is flammable, corrosive, combustible, explosive, poisonous, toxic, radioactive, unduly magnetic, contains oxidizing agents or is otherwise hazardous.

Contractors shall not offer dangerous or hazardous goods or materials for transportation by military air until properly packaged, marked, and labeled in accordance with MIL-STD-129P and military publication, Preparing Hazardous Materials for Military Air Shipments, AFMAN 24-204/TM 38-250/NAVSUP FUB 505/MCO P4030.19H, DLAI 4145.3. This publication also contains instructions on how to properly complete the Shipper's Declaration for Dangerous Goods. Blank forms may be purchased through commercial means and can be viewed on the Internet at <http://www.iata.org/ps/publications/9065.htm>.

D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS  
(MAR 2006) DSCC

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Additional information concerning requirements for palletization can be found at: <http://www.dacc.dia.mil/Offices/Packaging/epi.html>

D11D02 52.211-9C15 EXPEDITED HANDLING SHIPMENTS  
(FEB 2004) DSCC

D11D04 52.211-9C17 PACKING LIST/INVOICE/SHIPPING DOCUMENTS (SEP 2005) DSCC

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.  
(b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or part Number if NSN is not available; Shipment Number, Quantity; and Unit of Issue.  
(c) In addition, for all DIRECT SHIPMENTS to overseas and domestic consignees, including shipments to Consolidation and Containerization Points, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility).

D46D02 52.246-9C40 PACKAGING AND MARKING REQUIREMENTS  
(FEB 2004) DSCC

Packaging requirements for Direct Delivery Shipments. All items under and resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAW ASTM D3951, marking in accordance with MIL-STD-129P.  
NOTE: (Applicable to negotiated solicitation (RFPs). Offers that do not comply with the packaging and marking requirements as specified in Section B of this solicitation may be subject to rejection as being technically unacceptable.

D46D03 52.246-9C41 PACKAGING AND MARKING REQUIREMENTS  
(FEB 2004) DSCC

Packaging and marking requirements for items being procured shall be accomplished as stated herein (See Section B). The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129P.

D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.  
(b) Definition.  
Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSB).  
(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary

Measures (ISPM) 15, 'Guidelines for Regulating Wood Packaging Materials in International Trade.' DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

## SECTION E

E11C01 52.211-9022 SUPERSEDED PART-NUMBERED ITEMS (AUG 2007) DLAD

a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:

The offeror represents that the P/N requested in the solicitation has been changed from

CAGE (Vendor Fill-in),

P/N (Vendor Fill-in), to

P/N (Vendor Fill-in) and that this is a part number change only. The reason for the change is

(Vendor Fill-in).  
\*\*\*\*

E11C02 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (AUG 2007) DLAD

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

E46A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2006) DFARS

E46C05 52.246-9007 INSPECTION AND ACCEPTANCE AT DESTINATION (AUG 2007) DLAD

E46D00 52.246-9C00 ADDENDUM TO DFARS 252.246-7000, MATERIAL INSPECTION AND RECEIVING REPORT (JUN 2004) DSCC

When submitting a Material Inspection and Receiving Report, DD Form 250, electronically through Wide Area Workflow (WAWF-RA), contractors must print and provide a copy of the DD Form 250 with the material shipment.

E46D25 52.246-9C28 COMMERCIAL WARRANTY (APR 1994) DSCC

The Contractor agrees that the supplies or services furnished under this contract ( ) (Vendor Fill-in) shall ( ) (Vendor Fill-in) shall not be covered by the most

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\*E11C01 and E11C02 do not apply to credit card purchases or GWPC purchases.

See page 4 for further information.

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favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

Set-up ( ) (Vendor Fill-in),  
Nested ( ) (Vendor Fill-in),  
Other (specify) \_\_\_\_\_

(Vendor Fill-in)

(Vendor Fill-in)

(iii) Size of container:  
\_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ (Width)  
(Length) (Vendor Fill-in) x \_\_\_\_\_ (Width)  
(Vendor Fill-in) x \_\_\_\_\_ (Height) (Vendor Fill-in) =  
(Cubic  
Ft.) (Vendor Fill-in)

(iv) Number of items per container \_\_\_ each (Vendor Fill-in)

(v) Gross weight of container and contents \_\_\_ Lbs (Vendor Fill-in);

(vi) Palletized/skidded \* ( ) (Vendor Fill-in) Yes  
\* ( ) (Vendor Fill-in) No;

(vii) Number of containers per pallet/skid \_\_\_\_\_ (Vendor Fill-in);

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ (Vendor Fill-in)Lbs;

(ix) Size of pallet/skid and content \_\_\_\_\_ Lbs Cube (Vendor Fill-in);

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ (Vendor Fill-in) \*  
Size of railcar \_\_\_\_\_ (Vendor Fill-in)

Type of railcar \_\_\_\_\_ (Vendor Fill-in)

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ (Vendor Fill-in)\*  
Size of trailer \_\_\_\_\_ Pt (Vendor Fill-in)

Type of trailer \_\_\_\_\_ (Vendor Fill-in)

\* Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation

(ii) Tender/Tariff

(iii) Item

**W46D31 52.246-9C36 REPACKAGING BEFORE VENDOR NOTIFICATION (AUG 1999) DSCC**

**SECTION F**

**F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

**F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

**F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

**F47A01 52.247-29 F.O.B ORIGIN (FEB 2006) FAR**

**F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR**

**F47A06 52.247-48 F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR**

**F47A12 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR**

(1) To be completed by the offeror:

(i) Type of container:

Wood Box ( ) (Vendor Fill-in),  
Fiber Box ( ) (Vendor Fill-in),  
Barrel ( ) (Vendor Fill-in),  
Reel ( ) (Vendor Fill-in),  
Drum ( ) (Vendor Fill-in),  
Other (Specify) \_\_\_\_\_

(Vendor Fill-in)

(Vendor Fill-in)

(ii) Shipping configuration:  
Knocked-down ( ) (Vendor Fill-in),

**F47D01 52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2004) DSCC**

**F47D02 52.247-9C03 SHIPPING INSTRUCTIONS (EXPORT) (JUL 2003) DSCC**

**F47D03 52.247-9C04 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (MAY 2004) DSCC**

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders: Contact the Defense Distribution Center (DDC), New Cumberland, PA. Shipping instructions should be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. The DSCC Master Solicitation is located at: <http://DIRBS.dsc.dia.mil/refs/provclauses/>.

Requests should be made by facsimile to 717-770-2701 or via email to [dolivery@tdia.mil](mailto:dolivery@tdia.mil). A return fax number must be included with your faxed request. The DDC's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 9:00 a.m. to 4:30 p.m. excluding holidays.

Questions may be directed to the DDC at 1-800-456-5507.

**F47D06 ADDENDUM TO FAR 52.247-29, F.O.B. ORIGIN**

( ) Same as Offeror  
( ) Other (City and State):

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(Vendor fill-in)

**SECTION H**

**H23B01 252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

\*\*\*  
(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert 'None.')

Various automotive products which may contain  
(Vendor Fill-in)

**ACT**  
hazardous materials will be provided under  
(Vendor Fill-in)

MATERIAL (If None, Insert 'None.')

this BOA.  
(Vendor Fill-in)

**ACT**  
(Vendor Fill-in)

MATERIAL (If None, Insert 'None.')

(Vendor Fill-in)

**ACT**  
(Vendor Fill-in)

MATERIAL (If None, Insert 'None.')

(Vendor Fill-in)

**ACT**  
(Vendor Fill-in)

MATERIAL (If None, Insert 'None.')

(Vendor Fill-in)

**ACT**  
(Vendor Fill-in)

**SECTION I**

**I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (APR 2008) FAR**

**I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**

**I04B04 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS**

**I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) FAR**

**I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

SPI Process: \_\_\_\_\_ (Vendor Fill-in)

Facility: \_\_\_\_\_ (Vendor Fill-in)

Military or Federal Specification or Standard: \_\_\_\_\_ (Vendor Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_ (Vendor Fill-in)

**I15A20 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALT IV (OCT 1997) FAR**

\*\*\*\*\*  
(b) Provide information described below:  
Commercial sales invoices, previous procurement history, production information, informal cost breakdowns.

**\*\*The following applies to Clause I23C01\*\***

In order to obtain Material Safety Data Sheets, (MSDS) the following process shall be used:

1. Go to [www.napaonline.com](http://www.napaonline.com)
2. Select "PARTS" from the upper menu bar, and using the drop down menu select "PartsPRO SE Catalog"
3. Enter the desired part number or item description
4. Select the appropriate product
5. Scroll to the bottom of the item description and select "MSDS Detail"
6. A PDF document with the MSDS data will open

**I22A16 52.223-20 WALSH-HEALTY PUBLIC CONTRACTS ACT (DEC 1996) FAR**

**I23A01 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR**

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material \_\_\_\_\_ (Vendor Fill-in) (If none, insert 'None')

Identification No. \_\_\_\_\_ (Vendor Fill-in)

Various products which may contain hazardous materials will be provided. See Clause I23C01 for instructions for obtaining Material safety data sheets.

**I23A09 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR**

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_  
(Vendor Fill-in), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

**I23C01 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD**

\*\*See below for further information on MSDS.

**I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS**

**I25B06 252.225-7013 DUTY-FREE ENTRY (OCT 2006) DFARS**

**I25B16 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUN 2005) DFARS**

**I27C02 52.227-9002 DATA-ENGLISH LANGUAGE (AUG 2007) DLAD**

**I33A01 52.233-1 DISPUTES (JUL 2002) FAR**

**I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR**

**I33A05 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004) FAR**

**I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD**

(c) If you wish to opt out of this clause, check here ( ) (Vendor Fill-in).

**I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD**

**I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS**

**I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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):

<http://www.dla.mil/j-3/j-336/icps.htm>

**I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.