

**MARKET BASKET FOR CONTRACT C -  
CORNING**

OFFEROR: \_\_\_\_\_

NO.	CATALOG NUMBER	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	PRICING CATEGORY OR
							% DISCOUNT
1)	4021	2ML SEROLOGICAL PIPET	1000/CS	200	\$_____	\$_____	_____
2)	4051	5ML SEROLOGICAL PIPET	200/CS	180	\$_____	\$_____	_____
3)	4050	5ML SEROLOGICAL PIPET	500/CS	140	\$_____	\$_____	_____
4)	4101	10ML SEROLOGICAL PIPET	200/CS	150	\$_____	\$_____	_____
5)	4100	10ML SEROLOGICAL PIPET	500/CS	140	\$_____	\$_____	_____
6)	4011	1ML SEROLOGICAL PIPET	1000/CS	200	\$_____	\$_____	_____
7)	430199	TISSUE CULTURE FLASK,75 CM2	100/CS	42	\$_____	\$_____	_____
8)	3150	TISSUE CULTURE FLASK,162 CM2	25/CS	190	\$_____	\$_____	_____
9)	3598	TISSUE CULTURE FLASK 96 WELL	100/CS	50	\$_____	\$_____	_____
10)	4251	SEROLOGICAL PIPET,DISP. COTTON-PLUGGED,25ML IN 2/10, 50/BAG	200/CS	115	\$_____	\$_____	_____

**MARKET BASKET FOR CONTRACT C -  
NALGE NUNC**

OFFEROR: \_\_\_\_\_

NO.	CATALOG NUMBER	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	PRICING
							CATEGORY OR % DISCOUNT
1)	121-0045	FILTER, DISP., STERILE, .45 MICRON MEMBRANE	12/BX	30	\$_____	\$_____	_____
2)	121-0020	FILTER, DISP.,STERILE,.20-.22 MICRON MEMBRANE	12/BX	30	\$_____	\$_____	_____
3)	450-0020	FILTER UNIT, STERILE, DISP., .20-.22 MICROMETER POROSITY,	12/CS	50	\$_____	\$_____	_____
4)	450-0045	FILTER UNIT,DISP.STERILE .45 MICROMETER POROSITY	12/CS	20	\$_____	\$_____	_____
5)	446612	NUNC-IMMUNO MAXISORP PLATES	60/CS	2	\$_____	\$_____	_____
6)	2302-0005	CARBOYS WITH HANDLES LOW-DENSITY POLYETHYLENE	6/CS	3	\$_____	\$_____	_____
7)	54102-0005	TANKS, POLYETHYLENE,H.D.	EA	5	\$_____	\$_____	_____
8)	8000-5120	NALGENE 180 CLEAR PVC TUBING, 500 FT COIL LENGTH	EA	1	\$_____	\$_____	_____
9)	132867	NUNCLON TRIPLE FLASK	32/CS	3	\$_____	\$_____	_____
10)	2105-0008	LABORATORY BOTTLES,WIDE MOUTH, PP, 250ML	12/PK	4	\$_____	\$_____	_____

**MARKET BASKET FOR CONTRACT C -  
MALLINCKRODT BAKER**

OFFEROR: \_\_\_\_\_

NO.	CATALOG NUMBER	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	PRICING CATEGORY OR % DISCOUNT
1)	JT0414-1	TRICHLOROACETIC ACID	500GM	15	\$_____	\$_____	_____
2)	JT3629-7	SODIUM CHLORIDE,PYROGEN TESTED	12KG	13	\$_____	\$_____	_____
3)	JT4028-1	FORMAMIDE,UPR BIO-REAG	500ML	14	\$_____	\$_____	_____
4)	JT5655-1	BUFFER,COLOR CODED PH10	500ML	8	\$_____	\$_____	_____
5)	JT9017-3	ACETONITRILE,HPLC	4L/CS	5	\$_____	\$_____	_____
6)	MK278814	PHOSPHORIC ACID 80% NF	500ML	6	\$_____	\$_____	_____
7)	MK510004	GLYCERIN U.S.P TAC	500ML	4	\$_____	\$_____	_____
8)	MK607012	MAGNESIUM SULFATE ANHYDROUS	500G	4	\$_____	\$_____	_____
9)	MK772704	EDETATE DISODIUM,USP	500G	6	\$_____	\$_____	_____
10)	MK285610	ACETONITRILE CHROM AR	4L/CS	2	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

NO.	CATALOG NUMBER	DESCRIPTION	IDENTICAL/ EQUAL/ SUBSTITUTE	UNIT	QTY	UNIT PRICE	EXTENSION	PRICING CATEGORY OR % DISCOUNT
1)	VWR IB8294985	BIOMAX MS FILM 8X10 50 SHT/BX, KODAK  _____ (offeror cat #)	_____	50/BX	5	\$_____	\$_____	_____
2)	VWR	TRYPTICASE SOY AGAR BBL4322207  _____ (offeror cat #)	_____	10/PK	2	\$_____	\$_____	_____
3)	VWR 53106-220	PIPETTEMAN FALCON/BD  _____ (offeror cat #)	_____	EA	2	\$_____	\$_____	_____
4)	VWR 15714-500	MULTIPURPOSE SHIPPER #355,POLYFOAM PACKER  _____ (offeror cat #)	_____	EA	2	\$_____	\$_____	_____
5)	VWR 36425-027	RAINBOW PACK TAPE TIMEMED  _____ (offeror cat #)	_____	PK	4	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

6)	VWR	INLET ADAPTOR, KIMBLE/ KONTES KT276000-0000 _____ (offeror cat #)	EA	3	\$_____	\$_____	_____
7)	VWR 58949-196	EGG-SHAPED STIRRING BARS, BEL-ART _____ (offeror cat #)	EA	3	\$_____	\$_____	_____
8)	VWR 53498-103	PIPET AID DRUMMOND _____ (offeror cat #)	EA	3	\$_____	\$_____	_____
9)	VWR 10280-586	STERILE SYRINGE FILTER WHATMAN _____ (offeror cat #)	CS	8	\$_____	\$_____	_____
10)	VWR EM-CX1055-6	CHLOROFORM, ACS GRADE, _____ (offeror cat #)	EA	4	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

- |     |                    |   |        |    |         |         |       |
|-----|--------------------|---|--------|----|---------|---------|-------|
| 11) | VWR<br>12577-027   | WEIGH BOAT, DISP<br>_____<br>(offeror cat #)                          | 500/PK | 6  | \$_____ | \$_____ | _____ |
| 12) | VWR<br>28143-558   | FILTER GELMAN ACRO 50<br>.2UM<br>_____<br>(offeror cat #)             | EA     | 2  | \$_____ | \$_____ | _____ |
| 13) | VWR<br>F13166-0000 | AUTOClave BAG 8X12<br>BEL-ART<br>_____<br>(offeror cat #)             | EA     | 8  | \$_____ | \$_____ | _____ |
| 14) | VWR<br>14672-200   | PASTEUR PIPET, 5 3/4"<br>SODA-LIME<br>_____<br>(offeror cat #)        | EA     | 10 | \$_____ | \$_____ | _____ |
| 15) | PGC<br>29-0570-11  | SPECTRAPOR 3 DIALYSIS<br>TUBING, SPECTRUM<br>_____<br>(offeror cat #) | EA     | 2  | \$_____ | \$_____ | _____ |

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

16)	PGC 18-3623-16	TRANSILLUMINATOR VARIABLE  _____ (offeror cat #)	_____	EA	1	\$_____	\$_____	_____
17)	VWR DF0140-01	BACTO AGAR, 1 LB. DIFCO  _____ (offeror cat #)	_____	EA	3	\$_____	\$_____	_____
18)	VWR 52205-070	OVEN/INCUBATOR 120 V THERMOLYNE  _____ (offeror cat #)	_____	EA	2	\$_____	\$_____	_____
19)	VWR 28148-750	PVDF TRANSFER MEM- BRANES,PALL GELMAN 66542, 20X20  _____ (offeror cat #)	_____	PK	5	\$_____	\$_____	_____
20)	VWR 25501-050	HAMILTON SYRINGE, DIGITAL, #DS80700  _____ (offeror cat #)	_____	EA	2	\$_____	\$_____	_____

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OFFEROR: \_\_\_\_\_

21)	VWR 21908-812	PREVACARE HANDWASH J & J #31250 _____ (offeror cat #)	_____	4/CS	5	\$_____	\$_____	_____
22)	VWR IB1502-822	FILM HANGER, KODAK, 14X17 _____ (offeror cat #)	_____	EA	4	\$_____	\$_____	_____
23)	VWR	VACUUM GAUGE, KONTES KT923530-0115 _____ (offeror cat #)	_____	EA	4	\$_____	\$_____	_____
24)	VWR 27579-004	VORTEX-EVAPORATOR LABCONCO #4322000 _____ (offeror cat #)	_____	EA	2	\$_____	\$_____	_____
25)	VWR 53516-750	FINNPIPETTE PIPETTORS LABSYSTEMS 0004500000 _____ (offeror cat #)	_____	EA	10	\$_____	\$_____	_____



**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

26)	VWR 41446-546	FIBER OPTIC LIGHT SOURCE LEICA 8012977  _____ (offeror cat #)	_____	EA	5	\$_____	\$_____	_____
27)	VWR 23198-236	AUTO-STIR BOD PROBE, ORION 086020  _____ (offeror cat #)	_____	EA	6	\$_____	\$_____	_____
28)	VWR 27372-846	PAGE-ONE GELS OWL SCIENTIFIC OG-0010A  _____ (offeror cat #)	_____	5/PK	24	\$_____	\$_____	_____
29)	PGC 71-6295-46	OXFORD ADJUSTABLE PIPETTOR  _____ (offeror cat #)	_____	EA	4	\$_____	\$_____	_____
30)	VWR GRP0617799	TYPE 667 B&W FILM,TWIN PACK = 20 EXP. POLAROID  _____ (offeror cat #)	_____	25/CS	1	\$_____	\$_____	_____

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OFFEROR: \_\_\_\_\_

31)	VWR 28151-788	GLASS FIBER FILTERS,2.4 S&S 06390  _____ (offeror cat #)	_____	100/PK	36	\$_____	\$_____	_____
32)	VWR 36433-424	FLAMMABLE WARNING LABELS, TIME-MED,WTF-412  _____ (offeror cat #)	_____	125/PK	24	\$_____	\$_____	_____
33)	VWR 53495-330	BIOHIT PROLINE PIPETTOR VANGARD 720-120  _____ (offeror cat #)	_____	EA	2	\$_____	\$_____	_____
34)	VWR 28455-063	FILTER PAPER, 7.0 CM WHATMAN 1002-070  _____ (offeror cat #)	_____	100/PK	30	\$_____	\$_____	_____
35)	VWR 66014-403	SAMPLE VIALS, BOROSILI- CATE, WHEATON 224831  _____ (offeror cat #)	_____	200/CS	10	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

36)	PGC 62-6016-04	GENTRA PUREGENE DNA ISOLATION KIT,BLOOD _____ (offeror cat #)	EA	2	\$_____	\$_____	_____
37)	PGC 81-6412	TIME SWITCH, 12 HR _____ (offeror cat #)	EA	6	\$_____	\$_____	_____
38)	PGC	BUNSEN BURNER,8-8140 _____ (offeror cat #)	EA	2	\$_____	\$_____	_____
39)	VWR GC21835-032	POWDER DETERGENT ALCONOX, INC., 4 LB _____ (offeror cat #)	EA	12	\$_____	\$_____	_____
40)	VWR 15704-212	SHARPS CONTAINER SAGE, RED, TRANS.LID _____ (offeror cat #)	5/CS	2	\$_____	\$_____	_____
41)	PGC 42-0050-02	MULTI-BLOK HEATER LAB-LINE _____ (offeror cat #)	EA	1	\$_____	\$_____	_____

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OFFEROR: \_\_\_\_\_

42)	PGC 71-6320-38	FINNPIPETTE DIGITAL PIPETTE TIPS _____ (offeror cat #)	_____	960/PK	12	\$_____	\$_____	_____
43)	VWR 13272-031	CLEAR BATH ALGICIDE POLYSCIENCES _____ (offeror cat #)	_____	EA	2	\$_____	\$_____	_____
44)	PGC 79-2395	ACRYLIC PIPET RACK _____ (offeror cat #)	_____	EA	5	\$_____	\$_____	_____
45)	VWR 48367-037	MICRO COVER GLASSES ERIE #3305, 18X18 _____ (offeror cat #)	_____	10/CS	2	\$_____	\$_____	_____
46)	VWR 11215-857	BENCHTOP BIOHAZARD BAG BEL-ART F13166-0000 _____ (offeror cat #)	_____	100/PK	48	\$_____	\$_____	_____
47)	VWR 52878-120	SUPERFROST MARKER II PRECISION DYNAMICS _____ (offeror cat #)	_____	10/PK	5	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

48)	AMERICAN PRECISION FB1906	DISP.PETRI DISH,POLYSTY. 100X15MM, 25/SLEEVE _____ (offeror cat #)	_____	500/CS	48	\$_____	\$_____	_____
49)	VWR 36436-507	SATIN CLOTH LABELS SHAMROCK,5/8X1",SHEETS _____ (offeror cat #)	_____	PACK	6	\$_____	\$_____	_____
50)	PGC 36-8710-24	KIMAX POWDER FILLING FUNNELS,KIMBLE 29020 _____ (offeror cat #)	_____	EA	6	\$_____	\$_____	_____
51)	PGC 36-6429-24	FAST-FREEZE FLASKS 150ML LABCONCO _____ (offeror cat #)	_____	EA	3	\$_____	\$_____	_____
52)	VWR 62400-595	DOUNCE TISSUE GRINDER 1ML,WHEATON 357538 _____ (offeror cat #)	_____	2/CS	5	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

53)	VWR BJ015-4	ACETONITRILE BURDICK & JACKSON _____ (offeror cat #)	_____	4/4L/CS	2	\$_____	\$_____	_____
54)	VWR	STERILE FIBER-TIPPED BB4320690 B-D _____ (offeror cat #)	_____	100/CS	4	\$_____	\$_____	_____
55)	VWR TWTX3009	FABWIPE CLEANROOM WIPERS, TEXWIPE _____ (offeror cat #)	_____	100/PK	3	\$_____	\$_____	_____
56)	VWR 35751-204	INSULATED ICE BUCKETS NICER _____ (offeror cat #)	_____	EA	4	\$_____	\$_____	_____
57)	VWR 55704-556	STORAGE RACKS FOR REVCO FREEZER,6113 _____ (offeror cat #)	_____	EA	8	\$_____	\$_____	_____
58)	VWR 62505-007	TONGUE DEPRESSORS PURITAN _____ (offeror cat #)	_____	500/PK	6	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

59)	VWR 19758-020	STAINLESS STEEL CART LAKESIDE 526  _____ (offeror cat #)	_____	EA	4	\$_____	\$_____	_____
60)	VWR 52848-078	SIGHT SAVERS LENS CLEANERS,BAUSCH & LOMB  _____ (offeror cat #)	_____	100/PK	12	\$_____	\$_____	_____
61)	VWR 13490-020	DIGITAL WATER BATHS PRECISION 51220054  _____ (offeror cat #)	_____	EA	5	\$_____	\$_____	_____
62)	VWR 26396-508	GLASS BEADS, SODA LIME 1-LB PACKAGE,3M  _____ (offeror cat #)	_____	PACK	8	\$_____	\$_____	_____
63)	VWR 62695-149	PIPET DRAWER/GANIZER SPECTRUM 144585  _____ (offeror cat #)	_____	2/PK	3	\$_____	\$_____	_____
64)	VWR 60905-309	STAINLESS STEEL BASKET 22 GA TYPE 304, 5X5X4"  _____ (offeror cat #)	_____	EA	5	\$_____	\$_____	_____

**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

65)	VWR 33000-390	DUST AND MIST RESPIRATOR _____ (offeror cat #)	210/CS	1	\$ _____	\$ _____	_____
66)	VWR 33924-107	LABORATORY HOT PLATE LINDBERG/BLUE M HP53013A (offeror cat #)	EA	2	\$ _____	\$ _____	_____
67)	VWR 53511-926	EPPENDORF PIPET TIPS BRINKMANN 22-34-160-0 (offeror cat #)	100/CS	5	\$ _____	\$ _____	_____
68)	VWR 21742-000	BEAKER TONGS (offeror cat #)	EA	4	\$ _____	\$ _____	_____
69)	VWR 33995-530	ULTRASONIC CLEANER BRANSON B1510-MT (offeror cat #)	EA	1	\$ _____	\$ _____	_____



**MARKET BASKET FOR  
CONTRACTS A & B**

OFFEROR: \_\_\_\_\_

70)	VWR 57952-286	MICRO-SPOON,TEFLON COATED, 9"	_____	EA	18	\$_____	\$_____	_____
		_____						
		(offeror cat #)						

# AMENDMENT OF SOLICITATION/MODIFICATION OF SUBCONTRACT

AMENDMENT/MODIFICATION NO: <b>1</b>		EFFECTIVE DATE: <b>7-24-00</b>	
SUBCONTRACTOR NAME AND ADDRESS:		ISSUED BY: <b>Donna M. Follin</b> SAIC Frederick NCI-FREDERICK CANCER RESEARCH & DEVELOPMENT CENTER P.O. BOX B FREDERICK, MARYLAND 21702-1201	
AMENDMENT OF SOLICITATION NO: <b>M01-001</b> DATED: <b>6-29-00</b>		MODIFICATION OF SUBCONTRACT (File No. _____) NO: _____      DATED: _____	
THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <u>X</u> The above-numbered solicitation is amended as set forth below. The hour and date specified for receipt of Offers ____ is extended, <u>X</u> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by signing and returning <u>1</u> copies of this amendment; by acknowledging receipt of this amendment on each copy of the offer submitted; or by separate letter referencing the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b>			
WRITTEN AMENDMENT INSTRUCTIONS  <u>X</u> Subcontractor ____ Is not required <u>X</u> Is required to sign this document and return <u>1</u> copy(s) to issuing office no later than 3:00 on 8-10-00.			
DESCRIPTION OF AMENDMENT/MODIFICATION Amend the solicitation as follows:  1. The completed representations and certifications listed in Section B.2 will not be submitted with the proposal due 7-31-00. Offerors will download the representations and certifications with the market basket and will submit with the market basket pricing packet.  2. Delete the manufacturer Nalgene from the Contract A and B section of Attachment A.  3. The due date for proposals remains 7-31-00.   (as posted in the CBD on 7-24-00)			
OFFEROR/SUBCONTRACTOR		SAIC Frederick	
BY		BY:	
PRINT NAME AND TITLE OF SIGNER	DATE SIGNED	PRINT NAME AND TITLE OF SIGNER	DATE SIGNED
		Steven W. Warrington Manager, Purchasing	

# SAIC – FREDERICK

## FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

### ACQUISITION OF COMMERCIAL ITEMS

#### 52.212-1

##### INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (MAR 2000)

(a) **Standard industrial classification (SIC) code and small business size standard.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) **Submission of offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show –

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgement of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) **Multiple offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **Late submissions, modifications, revisions, and withdrawals of offers.** (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is

## 52.212-1

received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

**(g) Contract award (not applicable to Invitation for Bids).** The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

**(h) Multiple awards.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

**(i) Availability of requirements documents cited in the solicitation.**

- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, telephone (202) 619-8925, facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, telephone (215) 697-2667/2179, facsimile (215) 697-1462.
  - (i) Automatic distribution may be obtained on a subscription basis.
  - (ii) Order forms, pricing information, and customer support information may be obtained –
    - (A) By telephone at (215) 697-2667/2179; or
    - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

## 52.212.1

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **Data Universal Numbering System (DUNS) Number, (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

## 52.212-4

### CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 1999)

(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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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.** 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 –

- (1) Name and address of the Contractor;
- (2) Invoice date.
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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**(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.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52-212-5(b) for the appropriate EFT clause. 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.

**(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 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 a 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 or implied 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; and (9) the specification.

**EQUAL OPPORTUNITY (FEB 1999)**

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

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- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

## 52.222-35

### **AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**

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

“All employment openings” includes all positions except executive and top management, those positions that will be filled from within the contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days’ duration, and part-time employment.

“Appropriate office of the State employment service system,” means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which no consideration will be given to persons outside the Contractor’s organizations (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Veteran of the Vietnam era” means a person who – (1) served on active duty for a period or more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or (2) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) **General.**

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans’ status in all employment practices such as -
  - (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer,
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans’ Readjustment Assistance Act of 1972 (the Act), as amended.



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### (c) *Listing openings.*

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
- (3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

**(d) *Applicability.*** This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, Virgin Islands,

### (e) *Postings.*

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

**(f) *Noncompliance.*** If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

**(g) *Subcontracts.*** The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

## 52.222-36

### **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

#### (a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as?
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

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- (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classification, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

**(b) Postings.**

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

**(c) Noncompliance.** If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

**(d) Subcontracts.** The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

