

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, FAR Clause 52.212-4 is tailored as follows to reflect special contract terms and conditions that are unique for this contract. This tailored clause supersedes the version of FAR Clause 52.212-4 that was incorporated by reference into the contract.

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ADDENDUM TO FAR CLAUSE 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS, (MAY 97)

(a) Inspection/Acceptance.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Pursuant to Part III.a, paragraph 6.1.4, prior to delivery of any equipment under this contract, the Contractor shall conduct a Government-witnessed demonstration. Additionally, any time equipment is added, upgraded, or substituted under the contract, the Government may, pursuant to Part III.a, paragraphs 6.1.5.c, 6.2.7.e, or 6.7.2.g or paragraph (w)(5) of this provision, require the Contractor to conduct a Government-witnessed demonstration which satisfies the requirements of the applicable paragraph. After acceptance of supplies or services, 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.

(2) A Defense Contract Management Command representative shall inspect and accept supplies at the place of origin. The place of origin is defined as the site where system integration is performed in accordance with Part III.a, paragraph 6.1.2. At the option of the Administrative Contracting Officer (ACO), alternate release procedures, in accordance with Defense Acquisition Regulation Supplement (DFARS) 246.471 (b) and DFARS Appendix F, may be utilized. The using activity representative, as stated on each delivery order, shall inspect and accept services at the place of destination.

(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.** The Government reserves the right to issue unilateral modifications to effect administrative changes to the contract. 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.

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(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, and unusually severe weather. 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.

(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. Unless otherwise provided by an addendum to this contract, the Government shall make

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payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. 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 Government upon delivery of the supplies to the Government at the destination specified in the order, 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 (to include failure to successfully demonstrate that the equipment is capable of successfully executing the respective STAMIS application programs *set forth in* Part III.a, Appendix III and performing in a manner equal to or better than the Contractor's certified benchmark test results submitted at Tab 7 of the Contractor's proposal), 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 and services not accepted or for any portion of the contract minimum guaranteed quantity remaining at the time of the termination, 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 supplies and services delivered hereunder will satisfy the applicable performance requirements as set forth in Appendix III and are merchantable and fit for use for the particular purpose described in this contract and that the equipment is capable of successfully executing the respective STAMIS application programs *set forth in Part III.a, Appendix III* and performing in a manner equal to or better than the Contractor's certified benchmark test results.

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(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, executives 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. 251 related to whistle blower projections; and 49 U.S.C. 40118, Fly American.

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

- (1) executed Contractor's Certification of Requirements (Part IV.g);
- (2) the schedule of supplies/services (i.e., Blocks 19 through 24 of the Standard Form 1449 as set forth at Contract Parts I.a, I.b, and I.c);
- (3) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (4) FAR Clause 52.212-5 (as set forth at Contract Part II.b)
- (5) DFARS Clause 252.212-7001 (as set forth at Contract Part II.c);
- (6) other solicitation provisions if this is a solicitation (i.e., Addendum to FAR Provision 52.212-1, Evaluation - Commercial Items, FAR Provision 52.212-3, DFARS Provision 252.212-7000, DFARS Provision 252.219-7006, and DFARS Provision 252.225-7006, as set forth at Contract Parts IV.a, IV.b, IV.c, IV.d, IV.e, and IV.f, respectively);
- (7) other paragraphs of this clause as tailored;
- (8) the Standard Form 1449, excluding the schedule of supplies/services;
- (9) the Statement of Work (SOW) and Specification (excluding Appendices I and II) (at Part III.a);
- (10) SOW Appendix II (at Part III.a);
- (11) SOW Appendix I (at Part III.a);
- (12) Other documents, exhibits, and attachments; and

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(13) the Contractor's proposal (excluding the executed Contractor's Certification of Requirements).

(t) Postaward Conference. The Contractor agrees to attend a postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(u) Notice To Proceed. The Contractor shall take no actions on this contract, or incur any costs, without the Contracting Officer's official notice to proceed. It is anticipated that this notice to proceed will generally be issued when the Contracting Officer determines that there is no threat of protest. All delivery dates based upon "days after effective date of contract" shall be interpreted as "days after receipt of notice to proceed."

(v) Only New Equipment and Reconditioned Parts. Only new equipment shall be delivered under this contract. The Contracting Officer will not grant approval for used or reconditioned equipment. Components of such equipment may be reconditioned provided such components are drawn from stockage which does not differentiate between new and reconditioned components.

(w) Alternative Sourcing.

(1) An alternative source is another means of supply for a functionally equivalent item for an existing proposed item. Alternative sourcing is a post-award contract activity. Alternative sources will not be considered during the pre-award phase of the contract. It is a means of enabling contractors to overcome market conditions beyond their control.

(2) When an alternate source is proposed, the contractor shall complete the certification found at the end of this provision that the proposed alternate item is equal or better in functionality and performance than the existing proposed item. Acceptability of proposed alternative sources is at the sole discretion of the Contracting Officer and no delivery of items from an alternative source will be allowed without formal modification to the contract.

(3) Normally, the pricing for alternative-sourced items will be the same as the original proposed item for which an alternative source is proposed. However, a downward price adjustment may be required at the time of alternative sourcing if the pricing for the item is no longer comparative to concurrent "street pricing". However, all sources for any one given CLIN/sub-CLIN will be priced the same in the resulting contract modification.

(4) Delivery orders may state a preferred source for an item. However, it will be at the discretion of the contractor which item will be shipped. Also, the contractor shall not mix sources for a given CLIN/sub-CLIN on the individual delivery orders.

(5) Prior to accepting an alternative-source proposal, the Government may require the Contractor to conduct a Government-witnessed demonstration to validate that the basic computer configuration(s) are capable of performing in a manner equal to or better than the Contractor's certified benchmark test results and each of the typical STAMIS configurations (excluding Government-owned equipment) which run on the basic configurations are capable of executing the applicable STAMIS application programs.

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ALTERNATIVE SOURCE CERTIFICATION

Except as expressly identified in writing as part of the alternative-source proposal, I, _____, represent that the additional item offered as an alternative source for an existing item provided under the contract (each identified below) is equal to or better in functionality and performance than the existing item, that it is capable of successfully executing the respective STAMIS application programs and performing in a manner equal to or better than the Contractor’s certified benchmark test results, and that it satisfies all of the requirements set forth in Part III.a of the contract

EXISTING ITEM

ALTERNATIVE SOURCE ITEM

Signature: _____

Date: _____

(x) Licenses.

(1) Software and software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial product license, to the extent the latter is consistent with Federal law and FAR 12.212. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause shall govern.

(2) All software shall be licensed and priced for use on a single computer or for use on any computer at a particular site. The Government shall pay the charge set forth in Part 1.b for each copy of the software which the Government acquires.

(3) The license shall be in the name of the U. S. Government.

(4) The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license).

(5) Software and software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.

(6) The license shall apply to any software changes or new releases.

(y) Continued Performance.

(1) The requirements of this contract have been identified by the U. S. Government as being essential to the mission and operational readiness of the U. S. Army operating world-wide. Therefore, the contractor may be required to perform this contract during crisis situations, including war or a state of emergency, subject to the requirements and this provision.

(2) The contractor shall be responsible for performing all requirements of this contract notwithstanding a crisis situation including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U. S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract by cause. If a crisis situation is determined, an equitable adjustment will be negotiated.

(3) Crisis situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

(4) Contractor personnel and dependents may be integrated into Government contingency plans and afforded the same rights, privileges, protection, and priority as U. S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel and dependents should conditions warrant.

(5) The contractor further agrees to assure that formal company policies and procedures effectively address the obligations in this clause, and that all employees associated with this contract are fully aware of those specified policies, procedures, and obligations.

(z) Clauses Incorporated by Reference. In accordance with FAR 52.252-2, this contract incorporates the following FAR clauses by reference:

52.216-18, Ordering: Paragraph (a)...Such orders may be issued **from the date of the notice to proceed (pursuant to paragraph (u) of this clause) through:**

-- FOR REPORTS, THE WORLDWIDE WEB SITE, TELEPHONIC SUPPORT, MAINTENANCE, AND TECHNICAL SUPPORT: the 96th month and

-- FOR ALL OTHER SUPPLIES AND SERVICES: the 60th month.

52.216-19, Delivery-Order Limitations: (a) Minimum order...less than **\$1,000**,... (b) Maximum order.... (1)**\$50 million**... (2)**...\$100 million** ... (3)**... seven** (d)**...five**...

52.216-22, Indefinite Quantity: (d)**...45 days after expiration of the contract term.**

52.217-9, Option to Extend the Term of the Contract: (a)**...the term of the contract...** (c)**...96 months.**

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52.232-18, Availability of Funds

52.232-19, Availability of Funds for the Next Fiscal Year (The blanks will be completed at the issuance of a delivery order when this clause would be applicable.)

52.247-35, FOB Designation, Within Consignee's Premises

52.247-48, FOB Designation – Evidence of Shipment

(aa) Release of Contract. The contractor agrees that subsequent to issuance of the notice to proceed (pursuant to paragraph (u) above), the Government may post an electronic copy of this contract, on the CECOM Acquisition Center - Washington Operations Office's World Wide Web (WWW) with unlimited access thereto. The Government reserves the right to post all portions of the contract (including prices for the then-current and subsequent year) on the WWW site with the following exceptions:

- (1) Those documents which are incorporated by reference herein;
- (2) Part III.c, Warranty and Maintenance Plan; and
- (3) Prices other than those identified above.

(End Of Clause)

END OF PART II.A

NOTE: A FAR Reference column has been added to the table in paragraphs (b) and (c) for ease of contract administration.

Part II.b

**FAR CLAUSE 52.212-5
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS
(AUG 96)**

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provision of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

	CLAUSE #	CLAUSE TITLE	FAR REFERENCE
X	52.203-6	Restrictions on Subcontractor Sales to the Government, with Alternate 1 (41 U.S.C. 253g and 10 U.S.C. 2402)	3.503-2
X	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423)	3.104-10(c)
X	52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3))	19.708(a)
X	52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4))	19.708(b)(1)
	52.219-14	Limitation on Subcontracting (15 U.S.C. 637 (a)(14))	19.508(e)
X	52.222-26	Equal Opportunity (E.O. 11246)	22.810(e)
X	52.222-35	Affirmative Actions for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212)	22.1308(a)
X	52.222-36	Affirmative Action for Handicapped Workers (29 U.S.C. 793)	22.1408
X	52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)	22.1308(b)
	52.225-3	Buy American Act-Supplies (41 U.S.C. 10)	25.109(d)
	52.225-9	Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582)	25.407(a)(2)

		RESERVED	
	52.225-18	European Union Sanction for End Products (E.O. 12849)	25.1003(a)
	52.225-19	European Union Sanctions for Services (E.O. 12849)	251003(b)
	52.225-21	Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187)	25.408(a)(4)
		Alternate I of 52.225-21	25.408(a)(4)
	52.239-1	Privacy or Security Safeguards (5 U.S.C. 552a)	39.106
X	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241)	47.507(a)

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

(Contracting officer check as appropriate)

	CLAUSE #	CLAUSE TITLE	FAR REFERENCE
	52.222-41	Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq)	22.1006(a)
	52.222-42	Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)	22.1006(b)
	52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.)	22.1006(C)(1)
	52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.)	22.1006(c)(2)
	52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.)	22.1006(d) 22.1012-3(d)(1)

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work

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terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996.)

(End of clause)

END OF PART II.B

NOTE: A DFARS Reference column has been added to the table in paragraph (b) for ease of contract administration.

Part II.c

**DFARS CLAUSE 252.212-7001
 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
 STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
 ACQUISITIONS OF COMMERCIAL ITEMS
 (FEB 97)**

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

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

(Contracting officer check as appropriate)

	CLAUSE #	CLAUSE TITLE	DFARS REFERENCE
X	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)	205.470-2
	252.206-7000	Domestic Source Restriction (10 U.S.C. 2304)	206.302-3-70
	252.219-7001	Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantage Business Concerns (_Alternate I) (Section 9004, Pub.L. 101-165 (10 U.S.C. 2301 (repealed) note))	219.508(d)
	252.219-7002	Notice of Small Disadvantaged Business Set-Aside (_Alternate I) (15 U.S.C. 644)	219.508-70
X	252.219-7003	Small Business and Small Disadvantage Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)	219.708(b)(1)(A)
X	252.219-7005	Incentive for Subcontracting With Small Businesses, Small Disadvantage Businesses, Historically Black Colleges and Universities and Minority Institutions (_Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)) Para (a): one	219.708(c)(1)
X	252.219-7006	Notice of Evaluation Preference for Small Disadvantaged Business Concerns (_Alternate I) (15 U.S.C. 644)	219.7003
X	252.225-7001	Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582)	225.109(d)
X	252.225-7007	Trade Agreements (10 U.S.C. 2501-2582)	225.407(a)(2)

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	252.225-7012	Preference for Certain Domestic Commodities	225.7002-4(a)
	252.225-7014	Preference for Domestic Speciality Metals (10 U.S.C. 2241 note)	225.7002-4(c)
	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)	225.7002-4(d)
	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)	225.7308(a)
	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)	225.7308(b)
	252.225-7029	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3))	225.7016-4
	252.225-7036	North American Free Trade Agreement Implementation Act	225.408(a)(4)
X	252.227-7015	Technical Data—Commercial Items (10 U.S.C. 2320)	227.7102-3
X	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)	227.7102-3(c), 227.7103-6(e)(4),
	252.242-7002	Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726)	242.1404-2-70(a)
	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)	247.573(c)
X	252.249-7001	Notification of Substantial Impact on Employment (10 U.S.C. 2501 note)	249.7002(c)

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

___252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(End of Clause)

END OF PART II.C