

**BASIC AGREEMENT FOR DLA INVENTORY LOCATOR NETWORK  
(DILNet)**

**ISSUED BY:**

DLA Troop Support (DLA-TS)  
700 Robbins Avenue  
Philadelphia, PA 19111-5096

**CONTRACTOR NAME AND ADDRESS:**

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

**NOTE: THIS AGREEMENT CONTAINS TERMS, CONDITIONS, AND PROVISIONS THAT SHALL APPLY TO ANY UNILATERAL PURCHASE ORDER ISSUED BY DLA-TS UNDER THIS AGREEMENT. THIS AGREEMENT IS NOT A CONTRACT, AND DLA-TS SHALL NOT BE OBLIGATED TO ISSUE ANY ORDERS UNDER THIS AGREEMENT.**

**NAME AND TITLE OF SIGNER:**

\_\_\_\_\_  
(TYPE OR PRINT)

\_\_\_\_\_  
(AUTHORIZED CONTRACTOR REPRESENTATIVE)

\_\_\_\_\_  
(DATE SIGNED)

**CONTRACTING OFFICER:**

\_\_\_\_\_  
(TYPE OR PRINT)

\_\_\_\_\_  
(CONTRACTING OFFICER)

\_\_\_\_\_  
(DATE SIGNED)

**February 2012**

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## DLA BASIC AGREEMENT FOR DILNet

### 1. Definitions

For purposes of this Agreement, the following definitions shall apply:

a. **Contractor** - the recipient of a unilateral purchase order from DLA Troop Support (DLA-TS), DLA LAND AND MARITIME, DLA AVIATION, or other DLA Activity, (sometimes referred to herein as “the Government”) for supplies, based upon the terms, conditions, and provisions incorporated from this Basic Agreement.

b. **DILNet** - the DLA Inventory Locator Network, a central database listing the availability of off-the-shelf supplies of any DLA Activity managed item from vendors who hold a Basic Agreement.

c. **Customer Direct Delivery** - delivery by the contractor directly to the military service or other DLA-TS, DLA LAND AND MARITIME, DLA AVIATION, or other DLA Activity customer as identified in the purchase order. The term may be referred to as “DVD” or abbreviated as “direct delivery.” Customer Direct acquisitions are those where the “ship-to” location is anything *other than* a DLA depot.

d. **DLA Direct** - delivery by the contractor to a Defense Logistics Agency (DLA) depot for stockage as identified in the purchase order.

e. **Off-the-Shelf** - routinely available from inventory which is generally stocked to fill orders on demand.

f. **Unilateral Purchase Order** - the offer for a unilateral contract issued by a DLA Activity for supplies covered by, and on terms, conditions and provisions incorporated by reference from, this Basic Agreement.

g. **FOB** - “Free on Board”, referring to the point at which delivery of supplies is offered.

h. **DLA** - the Defense Logistics Agency, the parent agency for DLA Troop Support (DLA-TS), DLA AVIATION, DLA LAND AND MARITIME, the Defense Depots, and the Defense Finance and Accounting Service (DFAS).

i. **Mark For/Transportation Control Number (M/F: (TCN))** - in Customer Direct acquisitions for all supplies covered by this Agreement, the customer’s requisition number that appears on purchase orders. The first six digits of this number usually constitute the customer’s DOD Activity Address Code (DODAAC).

## 2. Description of Agreement

a. This Agreement is a Basic Agreement for items of supply over which each of the three (3) Defense Logistics Agency (DLA) Inventory Control Points (ICPs) have management and acquisition responsibility. Therefore, this Agreement establishes the terms, conditions, and provisions that shall apply during the effective period hereof to any unilateral purchase order issued by DLA Troop Support (DLA-TS), DLA AVIATION, or DLA LAND AND MARITIME which refers to this Agreement. Purchase orders issued hereunder may be for “off the shelf” delivery of supplies to a DLA depot (“DLA Direct”) or for “off the shelf” delivery directly to a DLA-TS/DLA AVIATION/DLA LAND AND MARITIME customer (a Customer Direct buy). This is a Commercial Agreement for DLA-TS, DLA AVIATION, and/or DLA LAND AND MARITIME purchases at or below the Simplified Acquisition Threshold. Purchase orders issued in accordance with this Agreement shall contain the statement: “TERMS, CONDITIONS, AND PROVISIONS OF THE DILNet BASIC AGREEMENT ARE INCORPORATED BY REFERENCE”. Each of the above Centers will be responsible for maintenance of the technical data files of items which are under its cognizance: **each of the above Centers will remain responsible for the issuance of Purchase Orders for items which are under its cognizance, as well as contract administration and payment with regard to such orders.** Specific conditions relative to each DLA center are described/set forth under their applicable attachments. When purchase orders are issued by the cognizant DLA center, the Ordering Officer shall cite all particulars in reference to their DLA center.

b. **THIS AGREEMENT IS NOT A CONTRACT!** The Government will not be obligated to issue orders which bear reference to this Agreement, or which incorporate any of the terms hereof. This Agreement does not constitute an expressed or implied contract for the acquisition and storage of supplies by the Contractor for, or on behalf of, the Government.

c. The DILNet system will be updated daily. Therefore, all prospective suppliers must provide DLA-TS a snapshot of current available inventory of “off the shelf” items. **Daily data shall show items with inventory/availability greater than zero only!** The daily data should contain the fields listed below. The fields preceded by asterisks (\*\*) are mandatory fields. Vendors have thirty (30) days from the date the DLA-TS Contracting Officer signs this Agreement to provide the data called for in the mandatory fields. **THE GOVERNMENT MAY ISSUE AN ORDER WITHOUT PRIOR CONTACT WITH THE PROSPECTIVE SUPPLIER. THEREFORE, THE PROSPECTIVE SUPPLIER’S BEST INTERESTS DICTATE THAT IT PROVIDE AS MUCH INFORMATION AS POSSIBLE** (i. e., the manufacturing cage code for a sole source/acceptable source item).

- \*\* National Stock Number (NSN), 13 characters, no dashes or spaces;
- \*\* Manufacturer’s Part Number, open field, maximum length 20 alphanumeric characters. If material is not to the Government approved CAGE Code and part number, the CAGE Code and part number offered **must** be annotated in the comments field;
- \*\* Quantity On Hand, maximum length 6 characters, no comma, right-justified;
- \*\* Unit of Issue (UI), 2 alpha characters; the contractor **MUST** comply with the UI listed on the DILNet Part Number/NSN Cross-Reference file on the web page for each NSN;

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- \*\* Unit Price (UP), no comma, up to 4 places to the left of the decimal point and at least 2 but no more than 3 places to the right of the decimal point, provided for the following Quantity Ordered ranges:

- 1 - 24
- 25 - 99
- 100 - 249
- 250 - 499
- 500 - 999
- 1000 - 2499
- $\geq$  2500

- Quantity Due-In within 30 days, maximum length 6 characters, no comma, right-justified;

- Latest Revision (if applicable), 2 alphanumeric characters. If material is not to the latest revision, the revision offered **must** be annotated in the comments field;

- Manufacturer's CAGE Code, 5 alphanumeric characters;

- Special Comments (e.g., notification of surplus material; additional price breaks; special packaging costs; shelf-life; etc.), 30 alphanumeric characters.

The data must be submitted to DLA-TS as a ASCII file or an uncompressed ASCII text file. The choice of format (compressed or uncompressed) is left with the vendor. However, once a determination has been made, the file should be consistently sent in that format. The fields shall be pipe-delimited. The file name shall be the Contractor's 5-character Commercial and Government Entity (CAGE) code with a .txt extension. The file shall be submitted via email to dscpdilnet@dla.mil.

d. The Government may purchase supplies from the Contractor by means of a unilateral purchase order which invokes this Agreement. Such orders may be issued without prior contact with the Contractor on the basis of information furnished by the Contractor in accordance with Subparagraph 2.c. above. The purchase order will represent the Government's offer for a unilateral contract, which the Contractor may accept by making timely delivery of conforming supplies in accordance with the terms and conditions of the order and this Agreement. **The Contractor may refuse the order by notifying the contracting officer or his/her representative no later than close of business (5:00 P.M. Eastern Time) on the next business day following its receipt of the offer.** Absent such notice, failure by the Contractor to deliver supplies in accordance with the order shall constitute a failure of performance on a Government contract for purposes of Contractor performance record purposes. Further, once the Contractor undertakes performance in accordance with the purchase order, the Government's offer will be a "firm offer", and shall be irrevocable until the contract delivery date. However, upon failure of the Contractor to deliver the supplies within the time prescribed in the order, the offer for a unilateral purchase order will expire. Once the offer has expired, no further performance is authorized unless a Modification has been executed by both the Contractor and the Government reinstating the order, extending the period of performance. Repetitive refusals of orders may be grounds for cancellation of the Basic Agreement.

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e. For those items with NSNs covered by a QSL, all QSL requirements apply unless specifically waived by the Contracting Officer. Purchase orders will reflect any waiver granted by the Contracting Officer. Only

f. Purchase orders issued in conjunction with this Agreement shall be in accordance with the simplified acquisition procedures set forth in Part 13 of the Federal Acquisition Regulation (FAR). FAR 52.213-1, entitled "Fast Payment Procedures" (May 2006), applies to all Customer Direct purchase orders (only). Stock purchases remain under the procedures listed in FAR Subpart 32.9, Prompt Payment.

### g. **INSPECTION, ACCEPTANCE, AND RISK OF LOSS.**

(1) Inspection and Acceptance: Except as may be provided otherwise by the order, inspection and acceptance will be performed at destination by the receiving activity. Examples of orders which might provide otherwise are:

- (i) Orders which specify Government Source Inspection (GSI);
- (ii) Orders which specify "Fast Payment Procedures".

Notwithstanding any provision herein regarding quality assurance, **except for orders which specify "Fast Payment Procedures"**, the Government reserves the right, at any time and at any place, to inspect supplies tendered/delivered pursuant to any purchase order incorporating the terms of this Agreement. In such instances, FAR Clause 52.246-2, "Inspection of Supplies - Fixed Price (AUG 1996)" shall apply.

(2) Risk of Loss: Except for those orders which are subject to the clause entitled "Fast Payment Procedures" or, unless the order 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:

- (i) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (ii) Delivery of the supplies to the Government at the destination specified in the order, if transportation is f.o.b. destination.

h. Simplified Acquisitions at or below the micro-purchase dollar threshold of \$3,000.00 are unrestricted. However, unless the contracting officer predetermines that no reasonable expectation exists that prices will be quoted by two or more responsible small business concerns that will be competitive in terms of market prices, acquisitions in excess of \$3,000.00 are reserved exclusively for small business concerns, as defined in the Small Business Act (15 USC 1531) and FAR 19.001, and which meet the criteria and size standards in 13 Code of Federal Regulations (CFR) 121. Purchase orders issued under this Agreement which are in excess of \$3,000.00 will indicate whether a set-aside is applicable.

i. Acquisitions at or below \$3,000.00 are unrestricted as related to the requirement for "Domestic End Products" as defined in the Buy American Act (41 USC 10 a-d) and Executive Order 10582. For any purchase order issued under this Agreement which is in excess of \$3,000.00, the Contractor agrees to deliver "Domestic End Products", as defined therein.

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### **3. Modification or Termination of Agreement**

a. All modifications to this Agreement shall be in writing, and shall be signed by the contracting officer and may be required to be signed by the authorized officer, official or representative of the Contractor.

b. This Agreement may be terminated either by the Contractor or by the Government upon thirty (30) days written notice to the other party. The Government may terminate this Agreement without giving the Contractor notice whenever the Government decides to issue a revised Agreement with new terms and conditions to all Contractors rather than to modify the obsolete terms of the existing Agreements.

c. The Government may terminate this Agreement immediately for cause shown, including, but not limited to, any of the following:

(i) Debarment or suspension of the Contractor.

(ii) Failure of the Contractor to attain and/or maintain a satisfactory record of performance, with respect to both delivery and quality, as contemplated by this Agreement.

(iii) Failure by the Contractor to agree to any deletion, addition, revision, or other modification required by statute, Executive Order, the Federal Acquisition Regulation (FAR) or the DoD Far Supplement (DFARS).

(iv) Failure of the Contractor to furnish accurate and current inventory availability data to DLA-TS. Modifications to or cancellations of orders due to inaccurate data supplied by the Contractor will constitute a failure.

(v) Repetitive refusals of orders may be grounds for cancellation of the Basic Agreement.

d. Unless otherwise mutually agreed to by the Parties, and incorporated in the appropriate Modification, no deletion, cancellation, addition, revision, or partial/total termination, of this Agreement shall affect any order issued prior to such deletion, cancellation, addition, revision or termination. All purchase orders issued during the effective period of this Agreement, and which incorporate the terms, conditions and provisions hereof, shall be governed by the terms, conditions and provisions of this Agreement at the time the order was issued.

### **4. Record - Audit Rights**

Supplier agrees to maintain accurate business, books and account information relating to the products purchased by the Government under this Basic Agreement, including records relating to shipping, billing and payments and to retain the same for a period of at least seven (7) years from the date of the last invoice for the applicable products. All such records, books and account information, and any inventory of products produced and/or supplied exclusively for this Agreement may be audited or inspected by the Contracting Officer or his/her authorized representative upon reasonable notice at all reasonable times. The DLA-TS, DLA LAND AND MARITIME, DLA AVIATION, or other DLA Activity Contracting Officer or his/her authorized representative may use audit software to access any such records, books or account information maintained by the supplier in electronic form.

### **5. Eligibility and Performance Criteria.**

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- a. To retain this Basic Agreement, the Contractor must:
  - 1) provide accurate and timely data and
  - 2) maintain a record of on-time delivery of items and
  - 3) items must conform to the requirements of the applicable specification and purchase order requirements.
  - 4) repetitive refusals of orders may be grounds for cancellation of the Basic Agreement.

Failure to comply may result in termination of this Agreement.

b. In the event the Contractor encounters difficulty in meeting performance requirements, or when such difficulty is anticipated in complying with any Contract Delivery Date, the Contractor shall immediately notify the Contracting Officer (telephonically or by email) provided that this data shall be informational only and that this provision shall not be construed as a waiver by the Government of any Contract Delivery Date, or any rights or remedies provided by this Agreement.

### 6. Pricing and Standing Quotations

a. Prices charged by the Contractor for supplies ordered under this Agreement must be full and complete prices and must include all applicable federal, state, and local taxes, all costs for preservation, packaging, packing, and marking, and all shipping or transportation costs to destination. Prices must be net prices which reflect any and all volume and/or trade discounts.

b. The Contractor warrants that the prices to the Government under this Agreement shall be as low as, or lower than, those charged to the Contractor's most favored customer, in addition to any discount for prompt payment.

c. Since orders may be issued hereunder without prior contact with the Contractor, the price(s) provided by the Contractor in accordance with Subparagraph 2.c. will be considered standing quotation(s) which will remain valid until either of the following occurs:

- (i) The Contractor changes the information posted in DILNet; or,
- (ii) The Contractor rejects an order by close of business the day following the issuance of the order, as provided by Subparagraph 2.d. hereof.

d. The buyer may verify a price if it appears excessive.

e. A fifty dollar (\$50.00) minimum order applies to all orders issued under this Agreement. [Exception: On an individual order basis, the contracting officer and the Contractor may mutually agree upon a different minimum order value.]

f. **The required Unit of Measurement (UOM), formerly UI, unit of issue, associated with each NSN is posted on the DILNet WebPages. The contractor must comply with the listed UOM.** The contractor risks not receiving an award if the UOM it intends to provide does not agree with the UOM listed on the DILNet WebPages.

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### **7. Delivery**

a. The standard delivery for orders placed under this Agreement is fifteen (15) days. In the event an earlier delivery is required, the Contracting Officer will contact the contractor prior to issuing the order.

b. When Government Source Inspection applies to an order, the standard delivery for orders placed under this Agreement is thirty (30) days. In the event an earlier delivery is required, the Contracting Officer will contact the contractor prior to issuing the order.

c. The Contractor who is issued the order shall deliver the supplies to the destination(s) specified *on or before* the specified CDD.

d. In situations where two or more Contractors have material on hand to fulfill a requirement, the Government reserves the right to use any best value determination in issuing an order.

### **8. FOB Point**

All orders will call out FOB Destination. The Contractor shall bear all charges to the specified point of delivery.

### **9. Special Requirements for Foreign Military Sales (FMS) Purchases**

a. Purchases on behalf of FMS country customers can be identified by a statement on the order reading "THIS IS AN FMS REQUIREMENT" and by a statement under the Freight Shipping Address reading "FMS REQ'T - CONTACT TRANS OFFICER AT ADMIN OFF PRIOR TO SHIPMENT."

b. FMS requirements must be awarded on an FOB Origin basis, i.e., the price will not include transportation charges. Government Inspection and Acceptance at origin will apply. The recipient country is responsible for the cost of transportation from the Contractor's place of shipment to the freight forwarder assigned to receive the material.

c. Unless otherwise specified in the FMS Purchase Order, the Contractor must contact the transportation officer at the cognizant Contract Administration Office for shipping instructions at least ten (10) days prior to shipment of material. This information is provided in Block 7 of the DD Form 1155.

d. Eight (8) copies of the Material Inspection and receiving Report (DD 250) shall be forwarded to the FMS representative. This information can be obtained from the cognizant Contract Administration Office if it is not indicated in the Purchase Order.

e. When invoicing FMS requirements, the Contractor must show material costs separately from transportation costs. Transportation charges should be listed separately on the invoice as "Additional Charges - FMS Shipment - Transportation Costs" when freight charges have been prepaid.

f. DFARS 252.225-7027, "Restriction on Contingent Fees for Foreign Military Sales" applies to FMS Purchase Orders for the following foreign governments (the first two positions of the "Mark for" code identify the country):

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Australia (AT)	Taiwan (TW)	Egypt (EG)
Greece (GR)	Israel (IS)	Japan (JA)
Jordan (JO)	Kuwait (KU)	Republic of Korea (KS)
Pakistan (PK)	Philippines (PI)	Saudi Arabia (SR)
Turkey (TK)	Thailand (TH)	Venezuela (Air Force) (VE)

**10. DILNet Orders.**

a. DILNet Orders are Purchase Orders which are issued incorporating the terms and conditions of this Basic Agreement --

(i) may be issued in writing, electronically, or verbally. DILNet Orders issued verbally will be confirmed by the issuance of a written order.

(ii) shall constitute the Government's offer to enter into a unilateral contract which the Contractor may accept by performance in accordance with the terms of the order as issued.

(iii) shall not exceed \$150,000.00 in value.

(iv) may be placed on behalf of the Government by a DLA contracting officer.

b. The Contractor need not acknowledge receipt of a DILNet purchase order. However, if the Contractor has elected to refuse a DILNet order, it must do so no later than close of business (5:00 P.M. Eastern Time) on the business day following receipt of the DILNet order. The term, "business day", excludes Saturdays, Sundays, and Federal Holidays. The refusal may be transmitted electronically, by telex, telegram, Western Union Mailgram, or in writing, addressed to the attention of the person who issued the purchase order. **FAILURE OF A CONTRACTOR TO MAKE DELIVERY OF CONFORMING SUPPLIES UNDER A DILNet ORDER WHICH HAS NOT BEEN REFUSED WILL BE TABULATED AS A FAILURE TO PERFORM FOR PURPOSES OF RETENTION OF DILNet QUALIFICATION STATUS, AND FOR PURPOSES OF PAST PERFORMANCE ON GOVERNMENT CONTRACTS GENERALLY.**

## 11. Distribution of DILNet Awards

### a. Notice of Distribution to Contractor of DILNet Award Documents (MAR 2000)

Automated DILNet Purchase Orders issued under this Agreement normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by ANSI-X12 and the Department of Defense (DoD) Implementation Guidelines (additional information listed in 11.B). The Defense Logistics Agency (DLA) will be using a Distribution Point with connections to several Value Added Networks (VANs) for passing data to vendors in ANSI-X12 format. **Additionally, for all awards it will be the responsibility of the awardee (not having EDI connectivity) to retrieve the award document from the DLA Internet Bid Board (DIBBS). NO HARD COPY WILL BE PROVIDED. Access to the DIBBS is through the web page at <https://www.dibbs.bsm.dla.mil/>.** Contractors will need to be registered to obtain the full benefit of the DIBBS, which includes email notification of solicitations and awards based on a User profile, advance search capabilities based on solicitation number, nomenclature, NSN, solicitation issue date, buyer code, etc.

### b. Electronic Data Interchange (EDI) -

*The following section on EDI applies to those vendors who elect to use a VAN for their receipt of electronic DILNet Purchase Orders.*

(1) Guidelines on EDI Transaction formats are available from the points of contact listed in (h) below for those awards issued where the Contractor utilizes EDI. The Contractor is advised that the Defense Logistics Agency will be using an Electronic Commerce Collection Point located in Dayton, OH with connections to several Value Added Networks (VAN) for interchanging EDI formatted data with vendors

(2) The Contractor shall acquire and maintain the following minimum requirements for receiving and transmitting EDI transactions:

- (i) a mailbox with an approved Department of Defense VAN connected to the Collection Point in Dayton, OH prior to participating in EDI transactions with the DLA-TS – General and Industrial DILNet Directorate.
- (ii) translation and communication software which is commercially available and capable of receiving and transmitting EDI data in accordance with (a) above.

(3) The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission,

- (i) caused by the Contractor's personnel or the Contractor's equipment;
- (ii) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;
- (iii) caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative. When such events occur, the Contractor shall contact the Contracting Officer or appropriate center associates within twenty four (24) hours

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or the next business day, of first notice of the error or malfunction to arrange for re-transmission.

(4) In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Office or appropriate center associate shall immediately notify the Contractor and arrange for re-transmission of the data.

(5) Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.

(6) In the event of an interruption in EDI transmission capabilities, hard copy documents may be used for conducting business until such time as EDI transmission capabilities are restored.

(7) The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.

(8) Copies of the EDI Transaction formats can be downloaded directly from the DLA-TS-General and Industrial Commodity Directorate World Wide Web Home Page located at <http://www.troopsupport.dla.mil/CE/edi/>.

(9) Disputes. Any disagreement which arises in connection with the minimum requirements for EDI transmission or fault as to error or malfunction of EDI transmissions shall constitute a dispute under the "Disputes" clause of this BA.

### **12. Warranty**

The Contractor agrees that nonconforming supplies furnished under purchase orders referencing this agreement shall be covered by the most favorable warranty and credit return policy that the Contractor gives to any customer or business for such supplies and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government in this agreement including the warranty under the Fast Payment Procedure.

### **13. Marking of Products and Exterior Containers**

Marking will be in accordance with the requirements cited in the individual purchase orders issued under this Agreement. The packing list for Direct Vendor Deliveries must include the required bar-coding.

### **14. Packaging**

Each product shall be packaged and otherwise prepared in accordance with the requirements called out in the individual purchase order.

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### 15. Invoicing

The Contractor will prepare a separate invoice for each Purchase Order. As a minimum, three (3) copies are required (original plus two copies). The Contractor shall mark the first copy of each invoice "Original Invoice."

a. DLA DIRECT BUYS: FAR 52.232-25, "Prompt Payment" (Oct 2008), applies to all stock buys. Invoices shall be submitted to the payment office indicated on each purchase order in block 15 of DD Form 1155.

b. Customer Direct: purchase orders are issued on a FAST PAY basis. FAR 52.213-1, "Fast Payment Procedure" (May 2006), applies. In addition:

(1) The Contractor shall not submit an invoice for the partial delivery of supplies specified in the purchase order.

(2) The Contractor agrees to retain shipping receipt documents provided to the carrier by the consignee(s) for a period of three (3) years and to furnish these documents to the Government if required for audit purposes.

(3) The following data shall be included in Customer Direct invoices:

**"FAST PAY, NO RECEIVING REPORT REQUIRED"**

**Invoice Number and Date**

**Name and Address of Contractor**

**Remit-to Address if different from above**

**Purchase Order Number**

**National Stock Number**

**Item Nomenclature including UMS code**

**Ship-To Address**

**TCN Number, M/F, and SUP ADD**

**Quantity to Destination**

**Unit of Measurement**

**Unit Price and Price Extension**

**Any Additional Charges**

**Discount Terms i.e. .5% net 30**

**Date Shipped**

**Mode of Shipment**

**For "Pre-Pay and Add":**

**Name of Carrier**

**Bill of Lading No. or other**

**Shipment Document Number**

### 16. Payment and Electronic Fund Transfer

a. Federal Acquisition Regulation (FAR) provision 52.213-1, "FAST PAYMENT PROCEDURES" (May 2006), applies to all Customer Direct purchase orders only, issued under this agreement. DLA Direct purchase orders remain under FAR Subpart 32.9, the Prompt Payment Act.

b. Payment will be made by the Finance Office as specified in the applicable order.

c. The period of any discount will commence from the date of a correctly submitted invoice or voucher, in the correct format, (and in the correct office specified, for manual invoices). Payment is deemed to be made for the purpose of earning the discount on the date of the Government's transmittal of funds (mailing of the

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Government check), notwithstanding FAR Clause 52.232-8, entitled "Discounts for Prompt Payments (FEB 2002)."

d. The Government may pay the Contractor by means of Electronic Funds Transfer. FAR Clause 252.232-33, "Payment by Electronic Funds Transfer-Central Contractor Registration" (Oct 2003), applies. The Government reserves the right to cancel or suspend this Agreement in the event that the Contractor denies, or fails to establish, secure account access procedures and a responsible person within the Contractor's business establishment for the receipt of payments.

### 17. Quantity Variation

Unless otherwise set forth in the purchase order, the permissible variation in quantity shall be limited to:

a. DLA Direct BUYS: Increase **0%** Decrease **10%** This increase or decrease shall apply separately by item to the issue quantity to be delivered or shipped to each destination.

b. Customer Direct's: Increase **0%** Decrease **0%** This increase or decrease shall apply separately by item to the quantity to be delivered or shipped to each destination.

c. Nothing herein shall be construed to vary, alter or modify any specification or dimensional requirements, specification tolerances, or unit-pack of the products described in the purchase order. Accordingly, no variation in the quantity of any item called for within a purchase order under this Agreement will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing process.

### 18. DPAS Certification

a. Unless the order specifies otherwise, a DO rating of C-9, certified for national defense under 15 CFR 700, applies to each purchase order referencing this Basic Agreement. This rating has been authorized by the DMS Officer. In all cases, the rating on the order prevails.

b. The Contractor shall follow the provisions of Defense Priorities and Allocations System (DPAS) and other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill Purchase Orders issued under this agreement. Further guidance and definitions may be found in Federal Acquisition Regulation (FAR) Section 11.6, "Priorities and Allocations."

### 19. Contractor Certifications and Representations

***(NOTICE TO OFFERORS: Check or complete all applicable boxes or Blocks).***

The Contractor makes the following representations and certifications under this Basic Agreement, which shall apply to all orders except as noted below.

a. **SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) - FAR 52.219-1** [Applies to orders exceeding \$3,000.00]

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(a) The Standard Industrial Classification (SIC) codes associated with any DLA-TS-managed items are listed at FAR 19.102.

(b) *Representations.*

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUB Zone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUB Zone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUB Zone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUB Zone small business concern participating in the joint venture shall submit a separate signed copy of the HUB Zone representation.

(c) Definitions:

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

### (d) Notice

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

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(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**b. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) - FAR 52.222-22** [Applies to orders exceeding \$10,000.00]

The offeror represents that:

(a) It  has,  has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It  has,  has not, filed all required compliance reports.

(c) Representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained before subcontract awards.

**c. AFFIRMATIVE ACTION COMPLIANCE (APR 1984) - FAR 52.222-25**  
*[Applies to orders exceeding \$10,000.00; reporting requirements apply to orders exceeding \$50,000.00]*

The offeror represents that:

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 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.

**NOTE: OFFEROR REPRESENTS THAT IT  HAS,  HAS NOT 50 OR MORE EMPLOYEES.**

**d. SURPLUS MATERIALS - CERTIFICATION AND INFORMATION**

The Contractor certifies that the supplies to be furnished under purchase orders referencing this agreement shall be new material and must identify which items, if any, are surplus material.

U. S. Government surplus material **must** be evaluated and accepted by the Contracting Officer in advance of a purchase order for supplies. **The Contractor shall not provide surplus material unless the purchase order specifies that such material is acceptable. If the Contractor plans to supply surplus material, he must specify this in the Special Comments field when submitting his data.**

The Contractor agrees to contact the Contracting Officer in advance of any quotations, and provide information required for evaluation, if the Contractor desires to offer U.S. Government surplus material in quotations under this agreement.

**e. CENTRAL CONTRACTOR REGISTRATION SYSTEM**

The Contractor must be registered with the Central Contractor Registration (CCR), which is the single registration for all contractors who conduct business with the Department of Defense. The information required by CCR includes the type of goods a company can provide and its geographical performance preferences. To register, obtain a registration application by calling the Fax-on-Demand system at 1-703-696-0504. You may mail the completed application to:

Department of Defense  
ATTN: Central Contractor Registration Assistance Center  
1700 N. Moore Street, Suite 1425  
Arlington, VA 22209

Telephone: 1-888-CCR-2423

Or you may fax your application to CCR at 1-703-696-0213.

You may also input your information directly into CCR through the World Wide Web at:

<https://www.bpn.gov/ccr/>

If you require additional registration information, you may call 1-800-334-3414, send electronic mail to [dodedi@acq.osd.mil](mailto:dodedi@acq.osd.mil) or visit the CCR Home Page at the URL noted above.

**f. REPRESENTATION OF AFFILIATIONS**

The Contractor, by entering into this Agreement, certifies as follows:

- (1) the Contractor is not affiliated with any firm except as listed and described below; and
- (2) its owners and officers are not affiliated with any other firm, by ownership, control, family relationship, or other means, except as listed and described below; and
- (3) all other firms, if any, with which the Contractor, its owners and officers are affiliated are herein listed and described:

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**20. Clauses Incorporated by Reference**

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

a. The following provisions and clauses are incorporated in purchase orders by referencing this Agreement. They shall apply to purchase orders 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.

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b. The full text of the clauses can be found in the following reference documents: Federal Acquisition Regulation (FAR), and the DoD FAR Supplement (DFARS).

c. The following Clauses/Provisions are applicable to ALL purchase orders:

FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)
FAR 52.204-7	Central Contractor Registration (FEB 2012)
FAR 52.204-08	Annual Representations and Certifications (FEB 2012)
FAR 52.209-06	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
FAR 52.211-2	Availability of Specifications, Standards and Data Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (JAN 2006)
FAR 52.211-5	Material Requirements (Aug 2000)
FAR 52.211-15	Defense Priorities and Allocation Requirements (APR 2008)
FAR 52.211-16	Variation in Quantity (APR 1984)
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.215-8	Order of Precedence-Uniform Contract Format (OCT 1997)
FAR 52.222-3	Convict Labor (JUNE 2003)
FAR 52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2001)
FAR 52.222-19	Child Labor Cooperation with Authorities and Remedies (AUG 2009)
FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
FAR 52.222-25	Affirmative Action Compliance (APR 1984)
FAR 52.232-01	Payments (APR 1984)
FAR 52.232-8	Discount for Prompt Payment (FEB 2002)
FAR 52.232-11	Extras (APR 1984)
FAR 52.232-33	Payment by Electronic Funds Transfer-Central Contracting Registration (OCT 2003)
FAR 52.233-3	Protest After Award (AUG 1996)
FAR 52.233-04	Application of Law for Breach of Contract Claim (OCT 2004)
FAR 52.242-15	Stop Work Order (AUG 1989)
FAR 52.242-17	Government Delay of Work (APR 1984)

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FAR 52.243-1	Changes - Fixed Price (AUG 1987)
FAR 52.246-16	Responsibility for Supplies (APR 1984)
FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alteration to FAR 52.204-7 – Alternate A (SEP 2007)
DFARS 252.243-7001	Pricing of Contract Modifications (DEC 1991)
DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002) Alternate III (MAY 2002)
DLAD 52.211-9000	Government Surplus Material (NOV 2011) (Applicable when surplus material is offered.)
DLAD 252.211-9003	Conditions for Evaluation of Offers of Government Surplus Material (AUG 2008) (Applicable when surplus material is offered.)
DLAD 52.211-9010	Military Documentation – MIL-STD-129P (NOV 2011)
DLAD 52.213-9001	Evaluation Factor for Source Inspection (NOV 2011)
DLAD 52.214-9002	Trade Discounts (JUNE 1983)
DLAD 52.247-9010	FOB Destination Price Quoting Instructions – Shipment to Depot (NOV 2011)

d. The applicability of the following Clauses/ Provisions is specified as indicated:

FAR 52.211-14	Notice of Priority Rating for National Defense , Emergency Preparations, and Energy Program Use (APR 2008) (applicable to rated items.)
FAR 52.213-1	Fast Payment Procedures (MAY 2006.) (Applies only to DVD buys.)
FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011) (Applicable to Purchase Orders over \$10,000.00)
FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JULY 2005) (Applicable to Purchase Orders which may exceed \$2,500 unless exempt under FAR 22.305)
FAR 52.222-20	Walsh-Healey Public Contracts Act (OCT 2010) (Applicable to Purchase Orders which may exceed \$10,000)
FAR 52.222-26	Equal Opportunity (MAR 2007) (Applicable to Purchase Orders which may exceed \$10,000 if the aggregate value of all orders received in any 12-month period exceeds \$10,000)
FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2010) (Applicable to Purchase Orders which may exceed \$10,000)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010) (Applicable to Purchase Orders over \$15,000)

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FAR 52.232-23	Assignment of Claims (JAN 1986) (Applicable to Purchase Orders equal to \$1000 or greater)
FAR 52.232-25	Prompt Payment (OCT 2008) (Applicable to FMS and non-DVD buys)
FAR 52.233-1	Disputes (Alternate I) (JULY 2002) (Applicable unless the conditions of FAR 33.203 are met)
FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010) (Applicable to awards for other than commercial items.)
FAR 52.246-11	Higher Level Contract Quality Requirement (FEB 1999) (Applicable when a higher level quality requirement applies.)
FAR 52.246-15	Certificate of Conformance (APR 1984) (Applicable where the Contracting Officer determines that the inclusion is in the best interest of the Government.)
FAR 52.246-2	Inspection of Supplies - Fixed Price (AUG 1996) (Does not apply to orders that do not require source inspection.)
FAR 52.246-23	Limitation of Liability (FEB 1997) (Applicable to Purchase Orders when requested by the Contractor)
FAR 52.247-34	FOB Destination (NOV 1991) (Applicable to Purchase Orders with FOB Destination prices.)
FAR 52.247-52	Clearance and Documentation Requirements for Shipments to DOD Terminal Transshipment Points (FEB 2006) (Applicable to Purchase Orders when shipments will be consigned to DoD air or water terminal transshipment points.)
DFARS 252.211-7005	Substitution for Military or Federal Specifications and Standards (NOV 2005) (Applicable to orders above the micro-purchase threshold that include a military or federal specification or standard for the item and/or packaging and marking.)
DFARS 252.211-7006	Radio Frequency Identification (FEB 2007)
DFARS 252.225-7001	Buy American Act (BAA) and Balance of Payments Program (OVT 2011) (Applies to procurements exceeding \$2500 if no other BAA clause applies.)
DFARS 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (Applicable to FMS buys for countries specified in Section 9 of this Agreement)
DFARS 252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003)
DFARS 252.225-7035	Buy American Act – Free Trade Agreements – Balance of Payments Program (DEC 2010) (Applies when DFARS 252.225-7036 is applicable.)

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DFARS 252.225-7036	Buy American Act – Free Trade Agreements – Balance of Payments Program (OCT 2011) ALT I (Applies to the items where the estimated value is between \$25,00 and \$58,550, the items are listed at DFARS 225.401-70, and the Trade Agreements Act (TAA) does not apply)
DFARS 252.242-7003	Application for U.S. Government Shipping Documentation/ Instructions (DEC 1991) (Applicable to Purchase Orders which contain FAR 52.242-10, FOB Origin - Government Bill of Lading or Prepaid Postage)
DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2008) (Applicable to FMS buys and source inspected buys)
DLAD 52.211-9002	Priority Rating (NOV 2011)
DLAD 52.211-9005	Conditions for Evaluation and Acceptance of Offers for Critical Safety Items (NOV 2011) (Applicable to Critical Safety Items)
DLAD 52.211-9006	Changes in Contractor Status, Item Acquired, and/or Manufacturing Process/Facility – Critical Safety Items (JULY 2002) (Applicable to Critical Safety Items.)
DLAD 52.211-9007	Withholding of Material Review Board (MRB) Authority – Critical Safety Items (NOV 2011) (Applicable to Critical Safety Items.)
DLAD 52.213-9009	Fast Payment Procedure (NOV 2011)
DLAD 52.217-9002	Conditions for Evaluation and Acceptance of Offers for Part Numbered Items (DEC 2011) (Applicable to Purchase Orders for items described by a manufacturer's CAGE and part number (P/N) or non-competitive drawing where there is no reference to "Brand Name or Equal" or to a competitive drawing, specification or standard.)
DLAD 52.225-9002	FMS Shipping Instructions (NOV 2011)

Contractors are advised that acquisitions referencing this Basic Agreement may also reference other provisions and clauses from the DLA Master Solicitation for Automated Simplified Acquisitions (Part 13). They should refer to the DLA Master Solicitation for Automated Simplified Acquisitions (Part 13), for an explanation of any provisions or clauses cited by number in a purchase order. Clauses contained in the the Master Solicitation for Automated Simplified Acquisitions (Part 13) when referenced in a purchase order, apply with the same force and effect as if they were given in full text. Contractors may access the Master Solicitation for Automated Simplified Acquisitions (Part 13) on <http://www.dla.mil/Acquisition/Pages/Automaster.aspx>.

The Contractor is advised to review these documents for additions, deletions, or updates to all possible applicable clauses.