

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Sep 30, 2000*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

1. SOLICITATION NUMBER SP0412-04-R-1174	2. (X one)	3. DATE/TIME RESPONSE DUE 2004 JAN 12 2:00 PM
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

- NOTE:** The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.
- If you are NOT submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
  - Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
  - Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
  - Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors-Competitive Acquisitions".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) Defense Supply Center Richmond ATTN: DSCR-KDA 8000 Jefferson Davis Highway Richmond, VA 23297-5325	5. ITEMS TO BE PURCHASED (Brief description) Multiple (24) NSNs. Various Insulation Spare Parts FSC 5970
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input checked="" type="checkbox"/> b. THIS PROCUREMENT IS A 100 % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS:	
<input type="checkbox"/> c. THIS PROCUREMENT IS A % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS:	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(A) OF THE SMALL BUSINESS ACT.	

**7. ADDITIONAL INFORMATION**  
The NSNs included in this population are fully competitive items.  
The population of items in the solicitation includes nine (9) NSNs that currently require Surge and Sustainment (S&S) coverage. To ensure that the appropriate items are covered, prior to exercising any option to extend the contract term, the total population of items included in the contract will be re-evaluated. If additions to the S&S population occur, submission of a revised S&S plan will be required.

<b>8. POINT OF CONTACT FOR INFORMATION</b>	
a. NAME (Last, First, Middle Initial) KIRKLAND, MIMI M	b. ADDRESS (Include Zip Code)  Defense Supply Center Richmond ATTN: DSCR-KDA 8000 Jefferson Davis Highway Richmond, VA 23297-5325
c. TELEPHONE NUMBER (Include Area Code and Extension) (804) 279-3508	d. E-MAIL ADDRESS Mimi.Kirkland@dla.mil

9. REASONS FOR NO RESPONSE (x all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED.
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/>	DO <input type="checkbox"/>
DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE INVOLVED.	

11a. COMPANY NAME	b. ADDRESS
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c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE

(3) SIGNATURE	(4) DATE SIGNED
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FOLD

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**FROM**

**AFFIX  
STAMP  
HERE**

<b>SOLICITATION NUMBER</b> SP0412-04-R-1174	
<b>DATE (YYMMDD)</b> 2004 JAN 12	<b>LOCAL TIME</b> 2:00 PM ET

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 of 49
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2. CONTRACT NO.	3. SOLICITATION NO. SP0412-04-R-1174	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2003 NOV 28	6. REQUISITION PURCHASE NO. LTC03314015551
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7. ISSUED BY Defense Supply Center Richmond ATTN: DSCR-KDA 8000 Jefferson Davis Highway Richmond, VA 23297-5325	CODE SP0400	8. ADDRESS OFFER TO (if other than Item 7) BID CUSTODIAN Defense Supply Center Richmond ATTN: DSCR-PROCUREMENT 8000 Jefferson Davis Highway Richmond, VA 23297-5860
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"		

**SOLICITATION**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception Area (BLDG 32) until local time 2:00 Eastern Standard Time (EST) on 2003 August 08.  
Caution – LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME: Mimi Kirkland Mimi.Kirkland@dla.mil	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (804) 279-3508/ (804) 279-3715 FAX
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) ( )      41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES SHOWN IN ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
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IMPORTANT – Award will be made on this form, or Form 26, or by other authorized official written notice.

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214.c

This solicitation proposes to provide support for 24 NSNs. The 24 NSNs incorporate various insulation spare parts identified in the 5970 Federal Supply Class (FSC). The NSNs will be evaluated on an NSN-by-NSN basis and awarded to the apparently successful offeror based on a best value determination. The contractor may offer on as many NSNs or as few NSNs that the contractor has the capability to perform on, as DSCR anticipates making split awards. The contract(s) awarded will be Indefinite Delivery Indefinite Quantity type contract(s). The solicitation contains a two-year base period with three one-year option periods.

**For clarification purposes:** When the term "base year" is cited throughout this solicitation it is to be interpreted as "base period" which consists of 2 years. The resulting contract will have a 2-year base period with three one-year options. The prices for the first two years of the base period will be firm fixed prices. Prices for the three one-year option periods will be priced individually with prices being fixed for the one-year period.

For the purposes of FAR clause 52.216-19, the annual demand quantity (ADQ) is defined as the four-quarter demand quantity. The minimum order quantity (MOQ) and maximum order quantity are defined as 10% and 150% of the value of the ADQ, respectively.

The guaranteed minimum pursuant to FAR Clause 52.216-22 "Indefinite Quantity" (I71) will be established in dollars in lieu of quantities for individual NSNs. The minimum guaranteed dollar value for this solicitation/award is established as 10% of the estimated aggregate value of the ADQ during the base period only. The minimum contract dollar value does not guarantee delivery orders for any particular item or group of items. The Government does not guarantee a minimum contract value for any subsequent option periods. The maximum order quantity for NSNs included in this solicitation/award is 150% of the estimated aggregate value of the ADQ. The contractor shall not be required to make deliveries under this contract after 135 days from the contract expiration date.

In the event of a split award, each contract will include a guaranteed minimum value and a maximum contract value, calculated using the percentages above.

**Delivery Schedules and Locations:**

The contractor shall function as a source of supply for the NSNs on the contract to consistently deliver parts to two (2) DLA Depots. The DLA Depots are located in Tracy, California (AQ5) and New Cumberland, Pennsylvania (SNG). Delivery Orders to be shipped to Tracy, CA will be identified by Contract line item numbers (CLIN) with AA as the suffix. Delivery orders to be shipped to New Cumberland, PA will be identified by Contract line item numbers (CLIN) with AB as the suffix. The contractor shall deliver to the DLA Distribution depot as designated in each individual delivery order. The contractor shall ship ordered items on or before the required contract delivery date specified in each individual delivery order. The required delivery schedule for each NSN is indicated in Attachment 1.

Delivery shall be on a FOB Destination basis. The Contractor shall consolidate shipments from the same source to the same destination whenever possible.

**Delivery Order Transmission:**

Delivery Orders may be issued to the contractor through the Paperless Ordering Placement System (POPS) for orders issued up to \$99,999.99. The contractor shall interface with DoD Information Systems in an Electronic Commerce/ Electronic Data Interchange (EC/EDI) environment as specified in the section entitled "System Interface and Integration" below. Manual delivery orders may be issued for orders with dollar values greater than \$99,999.99 and on an exception basis. The contractor's inability to

interface with DoD Information Systems in an Electronic Commerce/ Electronic Data Interchange (EC/EDI) is not a disqualifier for award.

System Interface and Integration: In accordance with DSCAP Clause 52.211-9G33-POPS- Computer Compatibility, the contractor shall establish interface capability with DLA's Standard Automated Material Management System (SAMMS) and Defense Automated Addressing System (DAAS). These interfaces will be for purposes of sending and receiving EC/EDI transmissions, electronic invoices and/or receipt transactions processing, and establishing two-way communication for logistics and management information. The Contractor shall ensure adequate systems interfaces are used to integrate commercial systems with Government systems for the entire logistics trail.

NOTE: This solicitation includes the attachments listed below which should be downloaded from the following DSCR website: <http://www.dscr.dla.mil/kd>.

**Pricing:**

The Contractor is to provide pricing for the base period and option periods. Attachment 1 identifies the NSNs, and estimated demands for the base period and option periods. The Contractor is required to provide pricing on this spreadsheet. The Contractor is also encouraged to utilize the electronic (Excel Spreadsheet) version of Attachment 1, for use in the electronic submittal of pricing and for Government ease in the evaluation process. Offered prices will be evaluated based on estimated annual demand quantity (ADQ) [see DSCAP Clause M12, 52.216-9G09]. The quantity estimates provided are based on the best projections available at the time of this solicitation and are subject to change. Some of the NSNs may have an ADQ of zero; however, these NSNs may not necessarily have zero demands. They may, in fact, be items recently assigned to DSCR, or items for which historical data is otherwise incomplete or unavailable, or items for which the Government has no recurring demands and therefore, cannot forecast any realistic estimates. Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available.

\*\* Vendors are encouraged to submit pricing in an electronic format (spreadsheet) either through e-mail or on a disk to help expedite the evaluation process.

Surge and Sustainment Requirement: Notice to Offerors: The 6000 Series CLINs identify the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified at Attachment #2. Surge and Sustainment requirements are outlined in clauses 52.217-9G25 and 252.217-9006 in Section I, and in 52.217-9G27 in Section M.

Surplus Offers: Surplus offers will not be considered for award as it is unlikely that offerors will be capable of providing surplus material for the life of the contract.

Packaging Requirements: Attachment 4 includes all pertinent packaging information for each NSN.

Quality: The contractor shall establish, implement, document and maintain a quality system that ensures conformance to all contractual requirements and meets the requirements of ISO 9001:2000. However, the contractor may propose an equivalent quality system model. If the contractor chooses to propose an equivalent quality system, FAR Clause 52.246-11 (E5), Higher Level Quality Requirements must be completed.

See the quality data (Attachment 3) for inspection requirements of individual NSNs. Full texts of Quality Assurance Provisions (QAPs) are available on the DSCR Master Solicitation, Section 2, at <http://www.dscr.dla.mil/qap/qaps.htm>.

Access to Technical Data Packages: Items shall be manufactured in accordance with Government technical data packages, drawings and specifications. The contractor may obtain technical data packages using a combination of the following websites:

<http://www.dscr.dla.mil/tdmd>. Contractors must have a membership number to access technical data. Contractors must follow the instructions provided on this website to obtain a membership number and technical data.

Military Specifications (MIL-SPEC) and Federal Specifications (FED-SPEC) can be downloaded from the following websites: <http://assist.daps.mil> and/or <http://dodssp.daps.mil>.

<http://www.dscr.dla.mil/kd>. Contractors can download the solicitation, related attachments and technical data packages (when available).

The Contractor is responsible for notifying the Government if the drawings or technical data is different from the information cited in the PID.

**Evaluation Criterion: Price and Technical**

***Price:*** Each individual NSN will be evaluated by multiplying the contractor's proposed unit price (s) for each stock location by 50% of the estimated ADQ to arrive at the total estimated price for each NSN. In those cases where the ADQ is zero, the Government will multiply proposed price(s) by 1 for each stock location to represent the evaluation value.

The guaranteed minimum contract values will be determined in accordance with the following formula:

10% of the aggregated extended dollar value of the estimated annual demand quantity (ADQ) for the NSNs on contract, computed as follows:

$$0.1 \times ([\text{NSN1 price} \times \text{ADQ}] + [\text{NSN2 price} \times \text{ADQ}] + [\text{NSN3 etc.}])$$

The maximum contract values will be determined in accordance with the following formula:

150% of the aggregated extended dollar value of the estimated annual demand quantity (ADQ) for the NSNs on contract, computed as follows:

$$1.5 \times ([\text{NSN1 price} \times \text{ADQ}] + [\text{NSN2 price} \times \text{ADQ}] + [\text{NSN3 etc.}])$$

***Technical:***

The technical area will be evaluated on a pass-fail basis. The Government will consider compliance with the delivery schedule (see Section B, Attachment 1) and the Surge and Sustainment Plan (See Clause M19CA 52.217-9G27, Surge & Sustainment Evaluation - Minimum Requirement, DSCR (JUNE 2001)). Offers not meeting required delivery schedules or having inadequate Surge Plans as required in this solicitation package may not be considered for award.

FAR Clause 52.213-9001 "Evaluation Factor For Source Inspection DLAD (May 1999)" only applies when two or more offers are received for an item with inspection and acceptance at destination and one or more contractor(s) offered price(s) are based on inspection and acceptance origin.

**NOTES TO CONTRACTOR:**

This solicitation includes the attachments listed below which should be downloaded from the following DSCR website: <http://www.dscr.dla.mil/kd>.

Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text. Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLs), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference. FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

- Attachment 1: NSNs/Pricing Workbook (Excel Spreadsheet)
- Attachment 2: Surge and Sustainment (Excel Spreadsheet)
- Attachment 3: Quality Matrix (Excel Spreadsheet)
- Attachment 4: Packaging Data (Excel Spreadsheet)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**NOTE : SEE LIST OF ATTACHMENTS FOR NSNs IN SECTION J.**

**B24A 14-1 FACSIMILE BIDS/PROPOSALS DSCR (MAR 1999)**

- (a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.
- (b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.
  - (1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.
  - (2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

**B33 17-5 MANDATORY OPTION REQUIREMENT DSCR (MAR 1999)**

The option clause in Section I of this solicitation is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner.

**B33C 17-13 POPS-GENERAL SOLICITATION NOTICE DSCR (OCT 2001)**

This solicitation will result in an Indefinite Delivery Contract with Electronic Commerce (EC) application. (See Section C, DSCR Clause 52.211-9G33.) All deliveries will be Continental United States. All quantities are estimated quantities. Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18, Section I. The solicitation contains provisions for 8 option years. (See Section I, DSCR Clause 52.217-9G13). Orders under \$99,999.99 will be issued under the computer ordering procedure. All electronic orders are transmitted in numerical sequence. If any are out of sequence, please notify the contract administrator to have missing orders re-transmitted. Orders of \$100,000.00 or over will (unless stated otherwise) be processed and issued manually and will be submitted to the contractor's ordering office. Delivery order numbers for manual orders will commence with 001Z. If you receive duplicate orders (two with the same call order number), PLEASE DO NOT SHIP THE DUPLICATE. Contact the contract administrator to notify him/her of the duplicate orders. Unless stated otherwise, packaging shall be in accordance with ASTM D3951 for direct vendor deliveries and MIL-STD-2073 for stock shipments. DSCR will be the administering office.

**B68 47-3A DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)**

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation <http://www.dscr.dla.mil/procurement/mastersol.htm>.

**SURGE & SUSTAINMENT REQUIREMENT**

Attachment 3 lists the items that require Surge & Sustainment Coverage in accordance with clause I92L of this solicitation, FAR 52.217-9G25, Surge & Sustainment Requirement DSCR (June 2001). The contractor is required to maintain the capability to produce and deliver the quantity of supplies identified in the schedule as the Surge & Sustainment requirement throughout the life of the contract.

**SECTION C - DESCRIPTION/SPECIFICATION**

**C3 52.211-9G33 POPS - COMPUTER COMPATIBILITY DSCR (MAR 2001)**

(a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.

(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set  
856 Ship Notice/Manifest Transaction Set

(d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.

(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to [www.daas.dla.mil](http://www.daas.dla.mil), then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.

(f) Specifics of the POPS System can be obtained from:

Defense Supply Center, Richmond  
Directorate of Planning and Resource Management  
Systems and Procedures Division

ATTN: DSCR-RZP, Chawn Harris,  
8000 Jefferson Davis Highway,  
Richmond, VA 23297-5516,  
(Phone: (804) 279-5953)

(g) The POPS implementation convention can be viewed by going to the DSCR web site at [www.dscr.dla.mil/edi/pops/pops.htm](http://www.dscr.dla.mil/edi/pops/pops.htm). The link for 850 and 856 POPS is: [www.dscr.dla.mil/edi2/pops1.htm](http://www.dscr.dla.mil/edi2/pops1.htm).

(h) The following vendor EDI/Y2K information applies (vendor fill-in):

EDI/Y2K Point(s) of Contact: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Value Added Network (VAN): \_\_\_\_\_

ISA07 Qualifier: \_\_\_\_\_

ISA08 identifier: \_\_\_\_\_

GS03 Identifier: \_\_\_\_\_

#### **SECTION D - PACKAGING AND MARKING**

##### **D4H 52.211-9G44 PREPARATION FOR DELIVERY DSCR (OCT 2001)**

(a) **COMMERCIALY PACKAGED ITEMS.** Preservation, packaging and packing shall be in accordance with ASTM D3951, Standard Practice for Commercial Packaging.

(b) **DELIVERABLES - DATA AND MATERIAL.**

(1) Unclassified data shall be prepared for shipment in accordance with the contractor's commercial practices, which shall afford protection from damage during shipment from source to receiving activity.

(2) Classified data or material shall be prepared for shipment in accordance with DoD 5520.22-M, Defense Industrial Security Manual for Safeguarding Classified Information.

(3) Classified data or material, if transmitted by mail, shall be transmitted in accordance with DoD 5220.22-R, Industrial Security Regulation. All matter transmitted by mail shall be suitably packed and marked -- REGISTERED MAIL, RETURN RECEIPT REQUESTED.

(c) **PROHIBITED PACKING MATERIALS.** The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**D4K 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS DSCR (JUL 2002)**

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments

FMS shipments

Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: [www.dscc.dla.mil/downloads/packaging/dlai4145\\_3.pdf](http://www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf).

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material

through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E3 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)**

**E5 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT  
(FEB 1999)**

The Contractor shall comply with the applicable higher-level contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03 is included.

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ISO/ANSI/ASQC standard indicated above.

Specify \_\_\_\_\_

Other process control system that is equivalent to or better than the applicable ISO/ANSI/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-I-45208 or MIL-Q-9858 systems which have been augmented to be equivalent to ISO 9002 or ISO 9001 respectively.

An existing system modeled after  MIL-I-45208 or  MIL-Q-9858 and not previously determined insufficient for the Government's purpose.

**THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC STANDARDS.**

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system. ISO 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSS Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment. DSCR (MAR 2000)

**E6 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)**

**E7 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)**

**E14 52.246-9G16 INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)**

Inspection point:  Destination  Origin

Acceptance point:  Destination  Origin

Inspection and Acceptance will take place at:

Origin - First Shipment Only

Destination - Subsequent Shipments

**NOTE: The inspection acceptance point is as designated in the Place of Inspection (PIC) field on the NSN lists.**

#### **SECTION F - PERFORMANCE & DELIVERY SCHEDULE**

**F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)**

- (a) The permissible variation shall be limited to:  
0% (Percent) Increase 0% (Percent) Decrease

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

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

**F1BB 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**

**F2 52.211-9G01 SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS**  
**DSCR (MAY 2002)**

- (a) This clause applies when shelf-life restrictions are cited in the Procurement Item Description.
- (b) Products delivered under this contract shall be manufactured/cured/assembled to ensure that a minimum of 85% (allowing for rounding to whole months) shelf-life is remaining at time of receipt by the Government.
- (c) Marking or labeling shall reflect these data.

(d) Supplies received by the Government with less than 85% shelf-life remaining will be considered to be nonconforming within the meaning of the Inspection Clause.

**F8 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH  
D001450000 REVISION B (01290) DSCR (JUL 2002)**

**F16 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY DSCR (NOV 1996)**

Delivery orders will be issued by DSCR, DSCC, and DSCP and shall specify date of delivery which will not be less than

	STOCK	DVD
FOB Destination	PLT days	N/A days
FOB Origin	N/A days	N/A days

after the order is mailed to or otherwise furnished to the contractor. However, if first article approval is required, the delivery date of the first delivery order will not be less than the time specified above plus that authorized by FAR Clause 52.209-3 or 52.209-4 (Sec I) for submission of approval of the first article.

**F28B 52.242-15 STOP WORK ORDER (AUG 1989)**

**F28BB 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

**F31 252.246-7000 MATERIAL INSPECTION AND RECEIVING  
REPORT DFARS (DEC 1991)**

DSCR NOTES: In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[ ] Defense Supply Center Richmond 1 CY

8000 Jefferson Davis Highway,  
Directorate of Business Operations  
ATTN: Inventory Control Manager  
Richmond, VA 23297-5862

[ ] OTHER: NO. CY(s)

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.  
EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250. This option applies only to those orders that specify Fast Pay. DSCR (DEC 1991)

**F40 52.247-58 LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)**

**F55 52.247-9G11 MANUFACTURER'S LOADING PRACTICES DSCR (JAN 1996)**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H8C 252.223-7001 HAZARD WARNING LABELS DFARS (DEC 1991)**

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

MATERIAL (If None, Insert 'None.') ACT

\_\_\_\_\_

**H8E 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS DLAD (MAR 1992)**

**H9B 52.223-9G05 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA FOR MATERIALS USED AT DSCR DSCR (JAN 1996)**

**SECTION I - CONTRACT CLAUSES**

**I2 52.202-1 DEFINITIONS (DEC 2001)**

**I4 52.203-3 GRATUITIES (APR 1984)**

**I5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

**I7 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

**I8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I9A 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**

**I10 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD  
OR OTHER DEFENSE CONTRACT RELATED FELONIES DFARS  
(MAR 1999)**

**I14B 52.204-4 PRINTED/COPIED DOUBLE-SIDED ON RECYCLED  
PAPER (AUG 2000)**

**I14C 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**  
As prescribed in [204.404-70](#)(a), use the following clause:

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**I15A 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK  
PRODUCT DFARS (APR 1992)**

**I16 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION  
DFARS (NOV 2001)**

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

DSCR NOTE: For obtaining DUNS refer to 52.204-6 for non-commercial items or 52.212-1 for commercial items.  
DSCR (MAY 1998)

**I17 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE  
AGREEMENT HOLDERS DFARS (DEC 1991)**

**I26 52.208-9G01 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED  
PRODUCTION PHASEOUT (DEC 1997)**

**I31A 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST  
WHEN SUBCONTRACTING WITH CONTRACTORS  
DEBARRED, SUSPENDED OR PROPOSED FOR  
DEBARMENT (JUL 1995)**

- I32C 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)**
- I35 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)**
- I37A 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**
- I37F 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (FEB 2003)**
- I38C 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS DLAD (MAR 2000)**

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700) which requires contractors to utilize the assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. Because this contract does not have a specified delivery date, the basic contract is not rated; however, orders placed against it that include a delivery date are considered rated orders as of the date of receipt by the supplier. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract Management Agency (DCMA) representative or the appropriate Defense Supply Center DPAS officer through the cognizant Administrative Contracting Officer or procuring contracting officer. The DPAS officer or the DCMA plant representatives will provide necessary assistance or the necessary instructions to complete Department of Commerce (DoC) BXA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the DoC who will review and take action to make the needed supplies available to the applicant when deemed appropriate.

**DSCR NOTE:** The DPAS rating will be reflected on the individual delivery order.  
DSCR (APR 2001)

**I38DC 52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS DLAD (DEC 2001)**

(a) Definitions.

"Actual manufacturer" means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

"Approved source" means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

"Critical safety item" (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

"Design control activity" means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

"Exact product" and "alternate product" are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

"Prime contractor" means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

"Rebranding" means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This provision applies only to offers of "exact product." Offers of "alternate product" will be evaluated in accordance with the clause at DLAD 52.217-9002.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum:

- (1) If offered item(s) are "not in stock" or "not yet manufactured" --
  - (a) A copy of Offeror's Request for Quotation to approved source cited in AID; and
  - (ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)
- (2) If offered item(s) are "shipped" or "in stock" --
  - (i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or
  - (ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); and
  - (iii) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)
- (3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --
  - (i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or
  - (ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or
  - (iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacturer or distribute the exact item cited in the AID for an approved source cited in the AID.

- (4) When the AID specifies a revision number --
  - (i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this provision already establishes that offered item was (or will be) made to the revision cited in the AID); or
  - (ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.
- (e) By the submission of this offer, the Offeror represents that --
  - (1) The item(s) to be provided to the Government -
    - (i) Is (or will be) in full compliance with all requirements specified in the solicitation; and
    - (ii) Is not (or will not be) --
      - (A) A factory second;
      - (B) Changed, mutilated, or rebranded;
      - (C) A manufacturer's overrun;
      - (D) A rejected item; or
      - (E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).
  - (2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.
  - (3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).
- (f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

**I38DD 52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS DLAD (JUL 2002)**

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer(ACO).

(b) The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

- (1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;
- (2) Changes in the manufacturing process;
- (3) A change in the approved source's manufacturing location; or
- (4) A transfer of manufacturing facilities by the approved source since last manufacture.

**I38DE 52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY – CRITICAL SAFETY ITEMS DLAD (JUL 2002)**

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DSCR Technical Oversight Office (TOO) Web site at <http://www.dscr.dla.mil/vg/CriticalPartReview.htm>.)

**I50 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 1999)**

**I50C 52.215-8 ORDER OF PRECEDENCE (OCT 1997)**

**I66 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: **Date of contract award**

THROUGH: 730 days

**I67 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of 150% of ADQ;
- (2) Any order for a combination of items in excess of N/A; or
- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I67A 52.216-19 POPS - MINIMUM ORDER QUANTITY DSCR (AUG 1990)**  
**DSCR NOTE**

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of 1 each. Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the QUP.

**I71 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 135 days from the date of contract expiration.

**I88 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **60** days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

**I89F 252.217-9006 LIMITATIONS ON SURGE AND SUSTAINMENT (S&S)  
INVESTMENTS DLAD (JUL 1999)**

I89F 52.217-9006 LIMITATIONS ON SURGE AND DLAD (JUL 1999) SUSTAINMENT (S&S INVESTMENTS) The contractor shall limit investment in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:

(a) These investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.

(b) Investments shall not be made when substitute items or alternate manufacturing processes are available.

(c) Investments must be the most cost-effective means of ensuring S&S capability.

(d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.

(e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.

(f) Investments shall not be made for MILSVC-managed items. (g) S&S investments made shall not be used as safety stock (i.e., to meet peacetime spikes in demand).

(g) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paragraph a, unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their

S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.

**I91 52.217-9G08 OPTION TO EXTEND THE TERM DSCR (JUL 2000)**  
**OF THE CONTRACT - SUPPLIES**

(a) If the Government exercises the option to extend the term of the contract as allowed by Clause 52.217-9 Section I, the extended contract shall be considered to include this option provision. Each exercise of the option, if any, will extend the term of this contract by 12 months.

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

Option unit prices are same as the unit prices offered for the basic contract,

or

Option period unit prices are as indicated in the schedule.

**I92BA 52.217-9G15 FLEXIBLE OPTIONS DSCR (NOV 1996)**

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for one year, the base year. It also includes 3 options for one year each. Each option year is also for an indefinite quantity with a guaranteed minimum. Each year also has a stated maximum, which applies to that year. In the event the Government orders up to the stated maximum prior to the end of any current contract year, the Government reserves the right, with the notice prescribed below, to exercise the next option year before the expiration of the current contract year. In the event the Government exercises this right, the remaining option years will be moved forward to coincide with the exercise of the option year.

(b) For example, the base year is from January 1996 until December 1996. The first option year is from January 1997 until December 1997, and so on for the remaining option years. The Government reaches the maximum quantity for the base year in August 1996. The Government provides the prescribed notice of intent to exercise Option Year 1 in August. During September the Government exercises Option Year 1 effective October 1 1996. Option Year 1 now is from October 1996 until September 1997, with each subsequent option year also being moved forward to coincide with the exercise of the option.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 90% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity. The option shall be exercised no more than sixty days after written notice of intent is provided to the contractor. Exercising this right shall be at no additional cost to either party. Failure to exercise this right shall have no effect on the remaining option years, which shall remain available for exercise in accordance with the terms stated elsewhere in this contract.

**I92F 52.217-9G20 ADDITION/DELETION OF ITEMS DSCR (DEC 2000) ON CONTRACT**

- (a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.
- (b) The Government reserves the right to bilaterally add to the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.
- (c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice of such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.
- (d) If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources of supply for a comparable item.

**I92K 52.217-9G25 SURGE & SUSTAINMENT REQUIREMENT DSCR (JUN 2001)**

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

(1) 'Surge and Sustainment (S&S) Capability' means the ability of the contractor and base suppliers to meet increased quantity/accelerated delivery requirements, using production and supplier base capabilities, in support of a broad spectrum of possible Department of Defense contingencies. This capability includes both the ability to ramp-up to meet early requirements (i.e., surge), as well as to sustain an increased production and delivery pace throughout the contingency(ies) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations.

(2) 'Surge and Sustainment (S&S) Quantity' means the quantity beyond peacetime level requirements necessary to support contingency operations. The quantity and required delivery are identified on an NSN basis, representing that needed to support two separate contingency operations for a specified time period, generally a year unless otherwise specified in the schedule.

(b) Scope of Requirement. The Contractor agrees to maintain the capability to produce and deliver the quantity of supplies or services identified in the schedule as the S&S requirement throughout the life of the contract. This capability shall be maintained in addition to peacetime level requirements and other existing Government contracts.

(1) Notification of S&S Capability Changes.  
Changes that negatively impact S&S capability shall be reported in writing to the Contracting Officer within ten working days after the contractor becomes aware of such impact. Such notification shall include the Contractor's proposed corrective action plan.

(2) Changes and Additions. The Government reserves the right to revise, reassess, or update S&S requirements during the life of the contract.

(3) Agreement to Participate in S&S Validation/Testing. By submission of an offer for the S&S requirement, the contractor agrees to participate in S&S testing as required by the Government to validate the S&S capability. Testing/validation may include, but not be limited to, participation in live exercises,

participation in Commander-in-Chiefs or Joint Chiefs of Staff exercises approved in the DLA Joint Training Plan, paper exercises, simulations, or command post exercises. The Government reserves the right to require tests using other methodologies when deemed appropriate.

(c) Ordering. Any S&S designated supplies or services to be furnished under this contract will be ordered in accordance with the ordering clause by issuance of delivery orders or task orders specifically identified as 'S&S Orders.'

(1) Effective Date for S&S Capability. Orders for the S&S quantity may be issued immediately after award unless the contractor has identified during negotiations, and the Government has approved, an alternate date for the contractor to attain the required S&S capability. The contractor's capability assessment shall clearly support the alternate date for attaining full S&S capability.

(2) Limitations. The order limitations clause applicable to the peacetime level requirements shall not apply to the S&S quantity to the extent that it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the total phased quantity specified for each S&S delivery. The Government may order in excess of each phased delivery quantity provided the contractor shall accept the excess quantity. Multiple orders for the same NSN may be issued to support multiple contingencies provided the total quantity ordered does not exceed the total S&S quantity for all phases of delivery.

(3) Contract Ceiling. The Government reserves the right to increase the contract ceiling as necessary to accommodate the S&S quantity to the extent such quantity was not considered when establishing the initial contract ceiling.

(e) Options to Extend the Contract Term: The Government may consider the contractor's performance of the S&S requirements in determining whether exercise of the option is the most advantageous method of meeting the Government's needs. Factors that may be considered include maintenance of the S&S capability; results of validation/testing; Performance during an actual contingency; and other pertinent information related to the S&S requirement

**I94 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)**

**I96 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS  
(OCT 2000)**

**I102 52.219-16 LIMITATION ON SUBCONTRACTING PLAN  
(DEC 1996)**

**I118 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES  
(FEB 1997)**

**I120M 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND  
REMEDIES (SEP 2002)**

**I121 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)**

**I121A 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or

dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I122 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

**I125 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**

**I126 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

**I127 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

|DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.

Contact the VETS-100 Reporting System via e-mail at [verify@vets100.com](mailto:verify@vets100.com) with questions concerning Veterans' employment emphasis under Federal contracts.

Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website: <http://www.vets100.cudenver.edu>  
DSCR (DEC 2001)|

**I131A 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

**NOTE:** Use for all GROUP I FSCs: 6810, 6820, 6830, 6840, 6850, and packaged petroleum products in FSCs 9110, 9130, 9135, 9140, 9150, and 9160.

Use for GROUP II FSCs when it is known or it is uncertain whether the item is hazardous: 1560, 3433, 3439, 3610, 3655, 3680, 4240, 5970, 5975, 6135, 6140, 6220, 6230, 6240, 6260, 6350, 6605, 6665, 6675, 6685, 6740, 6750, 6780, 7360, 7530, 9330, 9390, and 9930.



- I187 252.231-7000 SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)**
- I188 52.232-1 PAYMENTS (APR 1984)**
- I189 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- I190 52.232-11 EXTRAS (APR 1984)**
- I193 52.232-17 INTEREST (JUN 1996)**
- I195 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) ALT I ALTERNATE I (APR 1984)**
- I196 52.232-25 PROMPT PAYMENT (FEB 2002)**
- I196B 52.232-25 POPS -P ROMPT PAYMENT NOTICE DSCR (APR 2000)**  
**DSCR NOTE: DSCR (APR 2000)**

The following deviation is applicable to FAR Clause 52.232-25:

Paragraphs (a)(3)(iv) and (v) are deleted and replaced with the following:

(a)(3)(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic Commerce (EC/EDI) contract.

(a)(3)(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms),except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading.

In addition to the above deviation, the following clarification is added to ensure proper payment of invoice:

(a)(3)(iv) The invoice price shall correspond to the unit of issue price specified in the contract. For example, if 12 each(EA) equals 1 box (BX) and the contract specifies EA, but you sell the item by BX, the invoice must be submitted on an EA price basis.

**I196H 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

**I199 52.233-1 DISPUTES (JUL 2002)**

DSCR NOTE: DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. §§ 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation.

Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. DSCR (MAY 1999)

- I200 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I206 52.242-13 BANKRUPTCY (JUL 1995)**
- I208 52.243-1 CHANGES FIXED PRICE (AUG 1987)**
- I211 252.243-7001 PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)**
- I211A 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)**
- I213A 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)**
- I227 52.246-23 LIMITATION OF LIABILITY (FEB 1997)**
- I235 52.246-9G05 WARRANTY PPP&M DSCR (APR 2000)**
- I237E 52.246-9G33 MISDIRECTED SHIPMENTS DSCR (JAN 1996)**
- I240 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAY 2002)**
- I242 52.248-1 VALUE ENGINEERING (FEB 2000)**
- I244 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)**
- I246 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- I247 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)**

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**I248 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation organized as follows: <http://www.dscr.dla.mil/procurement/mastersol.htm>

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.

Section 2: Full text Quality Assurance Provisions (QAPs)

Section 3: Shipping/scheduling information for freight shipments destined for stock Locations (DSCR Form P41 reference for freight shipments).

Section 4: Procurement Automated Contract Evaluation (PACE) Instructions

Section 5: Full text of Contract Data Requirements List (CDRLs)

Section 6: Special Packaging Instruction (SPIs) Drawings

Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all <http://www.procregs.hq> of the above <http://www.dla.mil/icps.htm>

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

**I249 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

**I249B 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER**

**J2 LIST OF DOCUMENTS AND EXHIBITS**

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.

FORM NO/TITLE ATTACHMENT NO

DD 346 RAW (BASIC PROCESSED) AND  
SEMI-FAB STOCK FORM

DD 347 BILL OF MATERIAL FOR  
SUBCONTRACTED PARTS PURCHASED

DD 1423 CONTRACT DATA REQUIREMENTS  
CDRL is available at --<http://www.dscr.dla.mil/qap/CDRLs.htm>

DD 1664 DATA ITEM DESCRIPTION  
DID is available at --<http://www.dscr.dla.mil/qap/CDRLs.htm>

DD 1949-1 LSAR DATA SEL SHT

DD 1949-2 PROV RQMT STATEMENT

DD 2345 TECHNICAL DATA AGREEMENT

Form is available at --<http://web1.whs.osd.mil/icdhome/DDEFORMS.htm>

DSCR 2375 TECHNICAL MANUAL DISTRBN

DSCR P-41 FREIGHT SHIPPING INFO for shipments

destined for a stock location is available in Section 3 of the DSCR Master Solicitation at --  
<http://www.dscr.dla.mil/procurement/mastersol.htm>

QUALITY ASSURANCE PROVISION

TECHNICAL DATA

TECHNICAL DATA is available at --<http://www.dscr.dla.mil/tdmd>

OTHER:

**Attachment 1: NSNs/Pricing Workbook (Excel Spreadsheet)**

**Attachment 2: Surge and Sustainment (Excel Spreadsheet)**

**Attachment 3: Quality Matrix (Excel Spreadsheet)**

**Attachment 4: Packaging Data (Excel Spreadsheet)**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO  
BIDDERS**

**K2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION (APR 1985)**

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above; or

(2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above . . .

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

(ii) As an authorized agent, does certify that the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.

(c) If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K4A 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(a) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(d) Taxpayer Identification Number (TIN).

TIN (9 Digit Number):

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TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government Entity (Federal, State, or local);

Foreign Government;

International organization per 26 CFR 1.6049-4;

Other. State Basis.

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(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_ TIN \_\_\_\_\_

**K6 52.207-4 ECONOMIC PURCHASE QUANTITY –SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisition in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate, that different quantities should be acquired.

**K7A 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (a) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K8 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE  
GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)**

**K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

**intends,**  **does not intend**

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**PLACE OF PERFORMANCE: (STREET ADDRESS, CITY, COUNTY, STATE  
ZIP CODE)**

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**NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR**

**FACILITY IF OTHER THAN OFFEROR OR QUOTER.**

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-----  
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**K16A 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(APR 2002) ALT I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [*insert NAICS code*].

(2) The small business size standard is \_\_\_\_\_ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o 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 for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(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 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 in this solicitation 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, HUBZone small, small disadvantaged, or women-owned small 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

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

*Alternate I (Apr 2002).*

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific

Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

**K17A 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM**

As prescribed in 19.1008(c), insert the following provision:

Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)

*[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]*

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

<b>No. of Employees</b>	<b>Avg. Annual Gross Revenues</b>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**K23 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that –

(a) It [  ] **has**, [  ] **has not** participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this solicitation;

(b) It [  ] **has**, [  ] **has not** filed all required compliance reports

**K24 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that—

(a) 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

(b) It  has not previously had contracts subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

**K27C 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING**

As prescribed in 23.906(a), insert the following provision:

Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

**K29 252.225-7000 BUY AMERICAN-ACT BALANCE OF PAYMENTS PROGRAM**

**CERTIFICATE DFARS (APR 2003)**

**K37A 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY  
SEA DFARS (AUG 1992)**

(c) Representation. The Offeror represents that it—

**Does anticipate** that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**Does not anticipate** that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**K38 52.247-9G17 PRODUCTION FACILITIES DSCR (AUG 2000)**

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. **DO NOT** put all location information into one paragraph.

**(a) SHIPPING LOCATION:** Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

ITEM NUMBER	PLANT NAME	ADDRESS COUNTY,	(STREET, CITY, STATE, ZIP CODE)	PHONE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED:**

Insert below the location where the end items (not the packaging) will be inspected.

ITEM NUMBER	PLANT NAME	ADDRESS COUNTY,	(STREET, CITY, STATE, ZIP CODE )	PHONE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED:**

Insert below the location where the packaging/packing will be inspected.

ITEM NUMBER	PLANT NAME	ADDRESS COUNTY,	(STREET, CITY, STATE, ZIP CODE)	PHONE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER  
(JUN 1999)**

**DSCR NOTE:**

(a) The Offeror is required to provide their Data Universal Numbering System (DUNS) Number or (DUNS+4) Number used for verification of registration in the DoD Central Contractor Registration (CCR) database in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701).

DUNS Number: \_\_\_\_\_

(b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet.  
DSCR (DEC 2000)

**L10C 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE  
USE (SEP 1990)**

DX Rated Order;  DO Rated Order

**L12G 52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL  
DLAD (APR 2002)**

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

**L15 52.211-9G13 AVAILABILITY OF SPECIFICATIONS OR STANDARDS DSCR (APR  
2003)**

(a) Requests for copies of Military and Federal Specifications and Standard, Qualified Products Lists, Military Handbooks, and other standardization documents may be obtained via the Internet or by submitting a written request to the supply point listed below. Written requests must contain the title of the specification, the complete document number, date, applicable amendment(s), and the solicitation or contract number. When requesting a data item description, the request should also cite the applicable data item number set forth in the solicitation. Copies of the DODISS and the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L, may also be ordered.

(1) Internet Addresses: <http://assist.daps.mil>  
<http://www.dodssp.daps.mil>

**CONTINUATION SHEET**  
**SOLICITATION NUMBER SP0412-04-R-1174**

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Most documents are available in an Adobe PDF format. Users may search using ASSIST - QUICK Search and, in most cases, download the documents using standard browser software. Documents not available from ASSIST can be ordered from the DODSSP using ASSIST Shopping Wizard, after establishing a DODSSP Customer Account by following the registration procedures or by phoning the DODSSP Special Assistance Desk at (215)697-2179/2667.

(2) Users not having access to the Internet may contact DODSSP via:

**MAIL:**

DEPARTMENT OF DEFENSE SINGLE STOCK POINT  
(DODSSP)  
ATTN: CUSTOMER SERVICE  
BUILDING 4, SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094

Facsimile: (215)697-1462

(3) Customer Service number for assistance with special inquiries about services available or status on orders previously placed is (215)697-2179/2667.

(b) Copies of Commercial Item Descriptions (CIDs) are available from the supply point listed above. Patterns, Drawings, Deviation Lists, Purchase Descriptions, etc. are not stocked at the DODSSP.

(c) Voluntary standards, which are not available to offerors and Contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication. Should this solicitation cite a standard or specification identified to any of the following agencies, such document is copyrighted and can be obtained only through purchase from the respective agency:

AMERICAN NAT'L STANDARDS INSTITUTE, INC. (ANSI)  
11 WEST 42ND ST 13TH FLOOR  
NEW YORK, NY 10036  
PHONE: (212)642-4900

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)  
UNITED ENGINEERING CENTER  
3 PARK AVE  
NEW YORK, NY 10016  
PHONE: (212)591-7000

AMERICAN SOCIETY FOR TESTING & MATERIALS (ASTM)  
100 BARR HARBOR DR  
WEST CONSHOHOCKEN, PA 19428-2959  
PHONE: (610)832-9500  
FAX: (610)832-9555

AMERICAN WATER WORKS ASSOCIATION  
6666 W QUINCY AVE

**CONTINUATION SHEET**  
**SOLICITATION NUMBER SP0412-04-R-1174**

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DENVER, CO 80235  
PHONE: (303)794-7711

AMERICAN WELDING SOCIETY (AWS)  
550 N.W. 42ND AVE FL 4  
MIAMI, FL 33126-5671  
PHONE: (305)443-9353

ELECTRONICS INDUSTRIES ASSOCIATION (EIA)  
2500 WILSON BLVD.  
ARLINGTON, VA 22201-3834  
PHONE: (703)907-7500

INSTITUTE OF ELECTRICAL & ELECTRONICS ENGINEERS (IEEE)  
445 HOES LANE  
P.O.BOX 1331  
PASCATAWAY, NJ 08855  
PHONE: (800)678-4333

NATIONAL AEROSPACE STANDARDS AEROSPACE INDUSTRIES  
ASSOCIATION OF AMERICA, INC.  
1250 EYE ST. N.W., SUITE 1200  
WASHINGTON, D.C. 20005  
PHONE: (202)371-8431

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)  
1300 17TH ST. N, NO. 1847  
ROSSLYN, VA 22209-3801  
PHONE: (703)841-3200

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)  
1 BATTERYMARCH PARK  
QUINCY, MA 02269-9101  
PHONE: (617)770-3000

MATERIAL HANDLING INDUSTRY (MHI)  
8720 RED OAK BLVD., SUITE 201  
CHARLOTTE, NC 28217  
PHONE: (704)522-8644

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)  
400 COMMONWEALTH DR  
WARRENDALE, PA 15096-0001  
PHONE: (724)776-4841

UNDERWRITERS LABORATORIES, INC. (UL)  
333 PFINGSTEN RD  
NORTHBROOK, IL 60062-2002  
PHONE: (847)272-8800  
FAX: (847)272-8129

**L37B 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE  
(APR 1991)**

**L37C 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

**L39E 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE  
ACQUISITION (MAY 2001)**

**DSCR NOTES FOR FAR CLAUSE 52.215-1**

In accordance with paragraph (b), the offeror hereby acknowledges receipt of solicitation amendment(s) by listing the amendment number and date below.

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractors are reminded of the requirements of paragraph (c)(1). The Government will automatically reject and will not consider any submission marked or that appears to be only a quote, whether submitted electronically or in paper media. DSCR (OCT 2001)

**L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)**

(d) Facsimile receiving data and compatibility characteristics are as follows: Telephone number of receiving facsimile equipment:

(804) 279-4165

**L53 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a

FIRM FIXED PRICE

FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

**L55 52.217-9003 MANUFACTURING OR PRODUCTION INFORMATION DLAD  
(FEB 1996)**

**L59DA 52.217-9G26 SURGE & SUSTAINMENT CAPABILITY  
ASSESSMENT DSCR (JUNE 2001)**

(a) Proposals submitted in response to this solicitation shall include a proposed approach to meeting the Surge & Sustainment (S&S) requirement identified in the schedule. The proposed approach shall include the initial ramp up (surge) and subsequent production and delivery (sustainment) of supplies to support

simultaneous contingencies. The contractor's proposed approach shall be supported by a production capability assessment, as an attachment to the proposal, containing, but not limited to, the following areas:

- (1) The contractor's methodology enabling visibility of supplier base resources on a continuing basis.
- (2) Identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, a description of S&S strategies for all items.
- (3) Identify 'problem' items for which S&S cannot be easily met, proposed solutions for these items, and any significant investments (dollars or otherwise) needed to implement these solutions, including investments by the Government.
- (4) Describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.
- (5) The contractor's agreements with suppliers and service providers that reflect access to S&S resources.
- (6) Clearly identify any significant investments (dollars or otherwise) required to resolve the problem areas identified under subparagraph (3), or other subparagraphs above, needed to develop S&S capability, including, but not limited to, the following information:
  - (i) Why the investment is needed;
  - (ii) what will be purchased with the investment;
  - (iii) basis for the investment cost;
  - (iv) the S&S capability to be gained from the investment; and,
  - (v) for investments needed to affect strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.
- (7) If the S&S requirements can be easily met with current levels of production, the following information may be provided in lieu of the detailed assessment requested above:

- (i) The contractor's rationale for concluding the required S&S resources are readily available; and,
- (ii) the contractor's ability to meet the S&S requirements through access to these resources. (Note: The commercial nature of an item, in and of itself, is not an adequate rationale for concluding the item is readily available. The information submitted shall include a description of access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.)

**L75 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the –

Contracting Officer  
Defense Supply Center Richmond  
ATTN: DSCR-J  
8000 Jefferson Davis Highway  
Richmond, VA 23297-

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

**L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)**

Companies protesting this procurement may file a protest

1. with the contracting officer,
2. with the General Accounting Office, or
3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

**DSCR NOTE:**

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in mediation, the Agency-level protest should state that the protesting party does not wish to participate in mediation and would like a decision on the written record.

**L75BC 52.233-9001 DISPUTES: AGREEMENT TO USE DLAD (JUN 2001)**  
**ALTERNATIVE DISPUTE RESOLUTION**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here (\_\_\_\_). Alternate wording may be negotiated with the contracting officer.

(DSCR NOTE - When quoting via the Internet Quoting System - see instructions at DLAD 52.213-9004, Offeror Representations, Certifications, and Fill-in Information - Electronic Commerce, Section M below for completing the fill-in [paragraph 14 of that provision].)

**L82 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**  
**(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation organized as follows: <http://www.dscr.dla.mil/procurement/mastersol.htm>

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices. Section 2: Full text Quality Assurance Provisions (QAPs)

Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).

Section 4: Procurement Automated Contract Evaluation (PACE) Instructions

Section 5: Full text of Contract Data Requirements List (CDRLs)

Section 6: Special Packaging Instruction (SPIs) Drawings

Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all of the above <http://www.procregs.hq.dla.mil/icps.htm>

**DSCR NOTE:** Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

**L83 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of '(Deviation)' after the date of the provision.

(b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M5 52.213-9001 EVALUATION FACTOR FOR SOURCE INSPECTION DLAD (MAY 1999)**

**M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)**

**M10F 52.215-9G05 AUTOMATED BEST VALUE SYSTEM DSCR (JUL 2002)**

(a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.

(1) ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.

(2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date. The 30 and 60 day offset periods are NOT grace periods.

(3) BUSINESS SYSTEMS MODERNIZATION.

(i) THE DEFENSE LOGISTICS AGENCY IS DEVELOPING AND INSTALLING A NEW SUITE OF COMMERCIAL BUSINESS SOFTWARE WE CALL BUSINESS SYSTEMS MODERNIZATION (BSM). BSM WILL REPLACE THE OLD MATERIAL MANAGEMENT SYSTEMS WITH THE BEST OF TODAY'S BUSINESS APPLICATIONS. THE FIRST PHASE OF BSM THAT WILL AFFECT BOTH DLA AND OUR BUSINESS PARTNERS IS CALLED THE CONCEPT DEMONSTRATION. THIS CONCEPT DEMONSTRATION WILL USE ACTUAL BSM SOFTWARE, REAL TIME DATA AND ACTUAL TRANSACTIONS SUCH AS SOLICITATIONS AND AWARDS. BUT BECAUSE OF THE NEW SOFTWARE BEING TESTED, CERTAIN PROCESSES WILL CHANGE DURING THE TEST AND ONE OF THE MOST IMPORTANT IS THE

CHANGE IN ABVS. THE COLLECTION OF PAST PERFORMANCE INFORMATION FOR CERTAIN NSNS IN ABVS HAS BEEN CHANGED BY THE NEW SOFTWARE AND WILL BE AFFECTED BY THIS CONCEPT DEMONSTRATION BEGINNING IN AUGUST 2002.

(ii) BEGINNING IN AUGUST 2002, ABVS WILL NOT COLLECT PERFORMANCE INFORMATION ON NSNS THAT ARE INCLUDED IN THIS BSM TEST. THE PERFORMANCE DATA FOR QUALITY AND DELIVERY PERFORMANCE FROM NEW CONTRACT AWARDS FOR THESE NSNS WILL NOT BE USED IN THE CALCULATION OF FSC SCORES. THE CONTRACT LINE ITEMS WILL ALSO NOT BE INCLUDED IN THE TOTAL NUMBER OF CONTRACT LINE ITEMS ON WHICH THE FSC SCORE IS BASED. SUBSEQUENTLY, THE DLA SCORE, WHICH IS A COMPILATION OF THE FSC SCORES, WILL NOT INCLUDE PERFORMANCE DATA FROM NEW AWARDS ON THESE NSNS. FOR NSNS, WHICH ARE NOT IN THE BSM TEST, ABVS WILL CONTINUE TO WORK AS IT DOES TODAY.

(iii) IN ORDER TO DETERMINE IF A NSN OR FSC IS INCLUDED IN THIS BSM TEST, GO TO THE BSM SUPPLIER INFORMATION RESOURCE CENTER, <http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm>. AWARDS NOT INCLUDED IN THE ABVS PERFORMANCE DATA WILL BE IDENTIFIED BY CONTRACT NUMBERS BEGINNING WITH SPMXXX OR SPEXXX IN LIEU OF SP0XXX (THIS DOES NOT APPLY TO ORDERS ISSUED AGAINST NON-DLA BASIC ORDERING AGREEMENTS OR CONTRACTS).

(iv) THIS CHANGE ALSO MEANS THAT YOUR ABVS SCORE IN BSM WILL BE YOUR DLA SCORE ONLY; THE FSC SCORE WILL NOT BE VISIBLE. THIS INITIAL RELEASE WILL PROVIDE AN OPPORTUNITY FOR DLA, OUR CUSTOMERS, AND OUR SUPPLIERS TO USE THE NEW TECHNOLOGY AND PROCESSES TO IMPROVE OUR SUPPLY CHAIN EFFECTIVENESS. FURTHER INFORMATION IS FOUND AT THE BSM VENDOR INFORMATION CENTER AT <http://131.70.202.70/j%2D6/bsm/test/vic.htm>.

(4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The "Center" field will identify the appropriate focal point. For those identified as "DSCR," send challenges to:

Defense Supply Center Richmond  
Attn: DSCR-OZP (ABVS)  
8000 Jefferson-Davis Highway  
Richmond, VA 23297-5516

Telephone (804) 279-6881  
FAX (804) 279-5042

(5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's

challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.

(6) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.

(b) Using the ABVS score for evaluation.

(1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a "999.9" in the ABVS. A "999.9" is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.

(2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

**M10G 52.215-9G06 EVALUATION AND AWARD DSCR (FEB 2000)**

(a) **AWARD.** The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

(b) **RELATIVE IMPORTANCE AND TRADE-OFFS.** The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

[ ] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.

[X] approximately equal to cost or price; or

[ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application

Delivery schedule and current inventory status

Historical delivery or quality problems

Concerns over limited supply sources and industrial base Benefits from obtaining new sources

(c) **COST OR PRICE.** The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price

evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

- (d) **PAST PERFORMANCE EVALUATION FACTORS.** The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- ABVS Score (52.215-9G05)
- Quality History
- Delivery Schedule Compliance
- Javits-Wagner-O'Day (JWOD) (52.215-9005)
- Mentoring Business Agreements (MBA) (52.219-9003)
- Socioeconomic Support (52.215-9003)
- Other (specify):

- (e) **PAST PERFORMANCE.** Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.

(i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

(ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

(iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9G05).

(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

**M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

**M19CA 52.217-9G27 SURGE & SUSTAINMENT EVALUATION - MINIMUM REQUIREMENT DSCR (JUNE 2001)**

- (a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are deficient may be rejected. The S&S capability

assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.

- (b) Acceptable Standard. Acceptable proposals must:
- (1) describe a methodology which enables visibility of supplier base resources on a continuing basis;
  - (2) identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, provide a description of S&S strategies for all items;
  - (3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;
  - (4) describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements; and
  - (5) provide information regarding agreements with subcontractors, suppliers and service providers, if applicable, that reflect access to S&S resources;
  - (6) identify any significant investment (dollars or otherwise) under (3) or other subparagraphs above, needed to develop S&S capability, with the following information:
    - (i) An explanation of why the investment is needed.
    - (ii) A description of what items or materials will need to be purchased with the investment.
    - (iii) Provide a justification/basis for the investment cost.
    - (iv) Identify the S&S capability to be gained from the investment.
    - (v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.
- (c) Acceptable Standard Commercial. The following standard shall apply in lieu of paragraph (b) for commercial items that are readily available and accessible in sufficient quantities to meet the S&S requirements. Adequate proposals shall:
- (1) provide information to support the rationale for concluding that the S&S items are readily available;
  - (2) describe how access to these resources will provide the ability to meet S&S requirements; and
  - (3) identify a plan for coordinating distribution and transportation services for meeting S&S requirements
- (d) Deficient Proposals. Proposal revisions to correct deficiencies in S&S capability may be addressed during negotiations with offerors determined within the competitive range.
- (e) Price. Price(s) associated with S&S items will be evaluated for reasonableness and realism in accordance with proposal analysis techniques specified in FAR 15.404. The total evaluated price associated with a proposal will include S&S prices/costs only to the extent such prices/costs represent:
- (1) the dollar amount that must be obligated or reserved at time of award to implement and or maintain the S&S capability and
  - (2) the dollar amount associated with a confirmed requirement to support an actual contingency.
- (f) Materially Unbalanced Offers. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract lines is significantly overstated or understated as indicated by

application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that lack of balance poses an unacceptable risk to the Government.

**ATTACHMENT 1 - SCHEDULE B - LIST OF SUPPLIES/ PRICING WORKBOOK**

CLIN	NSN	ICP	AMC	AMSC	REQD Del DAYS	NOMENCLATURE	UI	Est. Base Period Demand (YRs 1-2)	Base Period U/P for AQ5 (Sub CLIN AA)	Base Period U/P for SNG (Sub CLIN AB)	Demand YR 3	Option Period 1 U/P for AQ5 (Sub CLIN AA)	Option Period 1 U/P for SNG (Sub CLIN AB)	Demand YR 4	Option Period 2 U/P for AQ5 (Sub CLIN AA)	Option Period 2 U/P for SNG (Sub CLIN AB)	Demand YR 5	Option Period 3 U/P for AQ5 (Sub CLIN AA)	Option Period 3 U/P for SNG (Sub CLIN AB)
0001	5970000236246	S9G	1	G	30	INSULATOR,PLATE	EA	263			404			404			404		
0002	5970000549147	S9G	1	G	99	INSULATION SLEEVING	FT	48			32			32			32		
0003	5970000891881	S9G	1	G	30	TAPE,INSULATION,ELE	RO	320			159			159			159		
0004	5970001173704	S9G	1	G	34	TAPE,INSULATION,ELE	RO	507			348			348			348		
0005	5970001395157	S9G	1	G	34	TAPE,INSULATION,ELE	RO	1328			1678			1678			1678		
0006	5970001448099	S9G	1	G	47	INSULATOR,WASHER	EA	135			226			226			226		
0007	5970001590102	S9G	1	G	135	INSULATOR,WASHER	EA	215			100			100			100		
0008	5970001943071	S9G	1	G	60	INSULATOR,STANDOFF	EA	0			0			31			40		
0009	5970004217446	S9G	1	G	50	INSULATOR,ELECTRICA	EA	0			0			0			0		
0010	5970007056639	S9G	1	G	49	INSULATOR,ELECTRICA	EA	565			377			377			377		
0011	5970007558982	S9G	1	G	31	TAPE,INSULATION,ELE	RO	190			96			96			96		
0012	5970008106003	S9G	1	G	30	INSULATION SLEEVING	FT	0			0			0			38		
0013	5970008195147	S9G	1	G	30	INSULATOR,WASHER	EA	0			3404			3475			3475		
0014	5970009058336	S9G	1	G	41	INSULATION SHEET,EL	SH	44			75			75			75		
0015	5970009121909	S9G	1	G	30	INSULATION SHEET,EL	SH	65			43			43			43		
0016	5970009327758	S9G	1	G	53	INSULATOR,WASHER	EA	0			1091			1234			1234		
0017	5970010583657	S9G	1	G	80	INSULATION SHEET,EL	SH	3			3			3			3		
0018	5970010991640	S9G	1	G	105	INSULATOR,WASHER	EA	65			100			100			100		
0019	5970011046804	S9G	1	G	110	INSULATOR,WASHER	EA	119			100			100			100		
0020	5970011258451	S9G	1	G	62	INSULATOR,FIRING PI	EA	364			571			571			571		
0021	5970012103272	S9G	1	G	30	INSULATION SLEEVING	FT	1051			1193			1193			1193		
0022	5970012252921	S9G	1	G	48	INSULATOR,CLEAT	EA	35			40			40			40		
0023	5970012781232	S9G	1	G	75	INSULATOR,WASHER	EA	16			48			48			48		
0024	5970012816014	S9G	1	G	33	INSULATOR,WASHER	EA	159			232			232			232		

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**ATTACHMENT 2 – SURGE & SUSTAINMENT REQUIREMENTS**

ITEM	NSN	Base Period U/P (Yrs 1&2)	Option Period 1 U/P (YR 3)	Option Period 2 U/P (YR 4)	Option Period 3 U/P (YR 5)								
6001	5970000236246												
6003	5970000891881												
6005	5970001395157												
6006	5970001448099												
6013	5970008195147												
6016	5970009327758												
6018	5970010991640												
6020	5970011258451												
6024	5970012816014												

ITEM	NSN	D1	Delivery D1	D2	Delivery D2	D3	Delivery D3	D4	Delivery D4	D5	Delivery D5	D6	Delivery D6	WR
6001	5970000236246	74	30 Days	2	60 Days	2	90 days	2	120 Days	2	150 Days	2	180 Days	84
6003	5970000891881	0	30 Days	0	60 Days	2	90 days	2	120 Days	2	150 Days	2	180 Days	8
6005	5970001395157	10	30 Days	10	60 Days	10	90 days	10	120 Days	10	150 Days	10	180 Days	60
6006	5970001448099	2	30 Days	1	60 Days	2	90 days	0	120 Days	0	150 Days	0	180 Days	5
6013	5970008195147	4	30 Days	4	60 Days	4	90 days	4	120 Days	4	150 Days	4	180 Days	24
6016	5970009327758	8	30 Days	8	60 Days	6	90 days	0	120 Days	0	150 Days	0	180 Days	22
6018	5970010991640	16	30 Days	0	60 Days	0	90 days	0	120 Days	0	150 Days	0	180 Days	16
6020	5970011258451	20	30 Days	0	60 Days	0	90 days	0	120 Days	0	150 Days	0	180 Days	20
6024	5970012816014	15	30 Days	12	60 Days	15	90 days	0	120 Days	0	150 Days	0	180 Days	42

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**ATTACHMENT 3 – QUALITY DATA**

NSN	ICP	NOMENCLATURE	ALRE	IRPOD	CSI	FMS	CONFIGURATION MANAGEMENT	PIC	UI	SHELF LIFE CD	HAZARDOUS	CRITICAL ITEM CD	QA REV CD	PRECIOUS METALS IND	TECH MNL REQD CD	FLIGHT SAFETY IND
5970000236246	S9G	INSULATOR,PLATE						C	EA	0		Y	N	A		
5970000549147	S9G	INSULATION SLEEVING						C	FT	0		Y	N	A		
5970000891881	S9G	TAPE,INSULATION,ELE						C	RO	5		Y	N	A		
5970001173704	S9G	TAPE,INSULATION,ELE						C	RO	5		Y	N	A		
5970001395157	S9G	TAPE,INSULATION,ELE						C	RO	4		Y	N	A		
5970001448099	S9G	INSULATOR,WASHER						C	EA			Y	N	A		
5970001590102	S9G	INSULATOR,WASHER						C	EA	0		Y	N	U		
5970001943071	S9G	INSULATOR,STANDOFF						C	EA	0		Y	N	U		
5970004217446	S9G	INSULATOR,ELECTRICA						2	EA	0		Y	Y	A		
5970007056639	S9G	INSULATOR,ELECTRICA						1	EA	0		N	N	A		
5970007558982	S9G	TAPE,INSULATION,ELE						1	RO	5		N	N	A		
5970008106003	S9G	INSULATION SLEEVING						C	FT	9		Y	N	A		
5970008195147	S9G	INSULATOR,WASHER						C	EA	0		Y	N	A		
5970009058336	S9G	INSULATION SHEET,EL						C	SH	0		Y	N	U		N
5970009121909	S9G	INSULATION SHEET,EL						C	SH	0		Y	N	A		
5970009327758	S9G	INSULATOR,WASHER						C	EA	0		Y	N	A		
5970010583657	S9G	INSULATION SHEET,EL						C	SH	0		Y	N	A		
5970010991640	S9G	INSULATOR,WASHER						C	EA	0		Y	N	A		
5970011046804	S9G	INSULATOR,WASHER						C	EA	0		Y	N	A		
5970011258451	S9G	INSULATOR,FIRING PI						C	EA	0		Y	N	A		
5970012103272	S9G	INSULATION SLEEVING						C	FT	7		Y	N	A		
5970012252921	S9G	INSULATOR,CLEAT						C	EA	0		Y	N	A		N
5970012781232	S9G	INSULATOR,WASHER						C	EA	0		Y	N	A		
5970012816014	S9G	INSULATOR,WASHER						C	EA	0		Y	N	A		

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NSN	LIFE SUPPORT EQUIPMENT	FIRST ARTICLE TESTING	GOV FRNSH TLING	GFM IND	GOV FRNSH PROP	RIGHT DATA QPL CD	HIGHER LEVEL QUALITY	PRODUCT VERIFICATION TESTING	MFG CONTROLS & IN-PROCESS INSPECTION	GOVT FIT VERIFICATION TESTING	MEASURE AND TESTING EQUIPMENT	COTS IND
5970000236246												
5970000549147		N										N
5970000891881		N										N
5970001173704		N										N
5970001395157		N										N
5970001448099		N										N
5970001590102												Y
5970001943071		N										N
5970004217446												
5970007056639		N										N
5970007558982		N										N
5970008106003		N										N
5970008195147		N										N
5970009058336	N	Y										N
5970009121909		N										N
5970009327758		N										N
5970010583657		N										N
5970010991640		N										N
5970011046804		N										N
5970011258451		N										N
5970012103272		N										N
5970012252921	N	N										N
5970012781232		N										N
5970012816014		N										N

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NSN	BOEING RIGHTS GUARD DATA IND	QCC	QAP	MYLARS	EXPORT CONTROL	SMS DSCR	SMS DSCC	SMS DSCP
5970000236246			13873 QAP-002			Y		
5970000549147			13873 QAP-002			Y		
5970000891881			13873 QAP-002			Y		
5970001173704			13873 QAP-002			Y		
5970001395157			13873 QAP-002			Y		
5970001448099			13873 QAP-002			Y		
5970001590102			13873 QAP-002			Y		
5970001943071			13873 QAP-002			Y		
5970004217446			13873 QAP-001			Y		
5970007056639			13873 QAP-002			Y		
5970007558982			13873 QAP-002			Y		
5970008106003			13873 QAP-002			Y		
5970008195147			13873 QAP-002			Y		
5970009058336			13873 QAP-001			Y		
5970009121909			13873 QAP-002			Y		
5970009327758			13873 QAP-001			Y		
5970010583657			13873 QAP-002			Y		
5970010991640			13873 QAP-002			Y		
5970011046804			13873 QAP-002			Y		
5970011258451			13873 QAP-002			Y		
5970012103272			13873 QAP-002			Y		
5970012252921			13873 QAP-002			Y		
5970012781232			13873 QAP-002			Y		
5970012816014			13873 QAP-002			Y		

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**ATTACHMENT 4 – PACKAGING DATA ( 5 Pages)**

NSN	NEEDS REVIEW	COMBINED PACKAGING DATA	QUANTITY PER UNIT PACK	METHOD OF PRESERVATION CODE	CLEANING AND DRYING PROCEDURE CODE	PRESERVATION MATERIAL CODE	WRAPPING MATERIAL CODE	CUSHING AND DUNNAGE CODE	CUSHING AND THICKNESS CODE	UNIT CONTAINER CODE	HAZARDOUS MATERIAL CODE	INTERMEDIATE CONTAINER CODE
5970000236246		00110100GBNAXBDPXXXXXEQO	001	10	1	00	GB	NA	X	BD	P	XX
5970000549147		20010100XXXXXZZPE5AAAEQO	200	10	1	00	XX	XX	X	ZZ	P	E5
5970000891881		011101XXXXXXXXZZPD3ZZZEQO	011	10	1	XX	XX	XX	X	ZZ	P	D3
5970001173704		00110100XXXXXE5PXXXXXEQO	001	10	1	00	XX	XX	X	E5	P	XX
5970001395157		00110100XXXXXBDPXXAAAEQO	001	10	1	00	XX	XX	X	BD	P	XX
5970001448099		025101XXXXXXXXA1PXXAAAEQO	025	10	1	XX	XX	XX	X	A1	P	XX
5970001590102		01010100XXXXXBDPXXAAAEQO	010	10	1	00	XX	XX	X	BD	P	XX
5970001943071		00110100XXXXXA1PD3AAAEQO	001	10	1	00	XX	XX	X	A1	P	D3
5970004217446		025101XXXXXXXXA1PXXAAAEQO	025	10	1	XX	XX	XX	X	A1	P	XX
5970007056639		050101XXXXXXXXA1PD3AAAEQO	050	10	1	XX	XX	XX	X	A1	P	D3
5970007558982		00110100XXXXXBDPXXAAAEQO	001	10	1	00	XX	XX	X	BD	P	XX
5970008106003		20010100XXXXXZZPE5AAAEQO	200	10	1	00	XX	XX	X	ZZ	P	E5
5970008195147		025101XXXXXXXXA1PXXAAAEQO	025	10	1	XX	XX	XX	X	A1	P	XX

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5970009058336	040101XXCAXXXZZPXXXXXEQO	040	10	1	XX	CA	XX	X	ZZ	P	XX
5970009121909	001101XXXXXXXXZZPXXAAAEQO	001	10	1	XX	XX	XX	X	ZZ	P	XX
5970009327758	01010100XXXXXBDPXXAAAEQO	010	10	1	00	XX	XX	X	BD	P	XX
5970010583657	001101XXCAXXXZZPXXAAAEQO	001	10	1	XX	CA	XX	X	ZZ	P	XX
5970010991640	001101XXXXJBXA1PD3AAAEQO	001	10	1	XX	XX	JB	X	A1	P	D3
5970011046804	02510100XXXXXBDPXXXXXEQO	025	10	1	00	XX	XX	X	BD	P	XX
5970011258451	001101XXXXXXXXA1PXXAAAEQO	001	10	1	XX	XX	XX	X	A1	P	XX

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5970012103272	40010100XXXXXE5PXXAAAEQO	400	10	1	00	XX	XX	X	E5	P	XX
5970012252921	00110100XXXXXBDPXXXXXEQO	001	10	1	00	XX	XX	X	BD	P	XX
5970012781232	001101XXXXXXA1HXXAAAEQO	001	10	1	XX	XX	XX	X	A1	H	XX
5970012816014	025101XXXXXXA1HXXAAAEQO	025	10	1	XX	XX	XX	X	A1	H	XX

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NSN	INTERMEDIATE CONTAINER CODE QUANTITY PER UNIT PACK	PACKAGING REQUIREMENT CODE LEVEL OF PACK A	PACKAGING REQUIREMENT CODE LEVEL OF PACK B	OPTIONAL PROCUREMENT INDICATOR CODE	SMS DSCR	SMS DSCC	SMS DSCP	SUPPLEMENTAL INSTRUCTIONS	ADDITIONAL INSTRUCTIONS
5970000236246	XXX	E	Q	O	Y				
5970000549147	AAA	E	Q	O	Y				MATERIAL SHALL BE SUPPLIED ON A REEL OR SPOOL. EACH REEL OR SPOOL SHALL BE MARK IAW MIL-STD-129. CONTRACTOR SHALL SEAL EACH TAPE IN WATERPROOF POLYFILM BAG. MARK EACH ROLL IAW MIL-STD 129 AND PACK 10 OR 12 ROLLS PER INTERMEDIATE CONTAINER WITH MIL-STD 129 MARKINGS.
5970000891881	ZZZ	E	Q	O	Y				
5970001173704	XXX	E	Q	O	Y				
5970001395157	AAA	E	Q	O	Y				
5970001448099	AAA	E	Q	O	Y				
5970001590102	AAA	E	Q	O	Y				
5970001943071	AAA	E	Q	O	Y				
5970004217446	AAA	E	Q	O	Y				
5970007056639	AAA	E	Q	O	Y				
5970007558982	AAA	E	Q	O	Y				
5970008106003	AAA	E	Q	O	Y				MATERIAL SHALL BE SUPPLIED ON A REEL OR SPOOL. EACH REEL OR SPOOL SHALL BE MARK IAW MIL-STD-129.
5970008195147	AAA	E	Q	O	Y				

**CONTINUATION SHEET**  
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SHEETS SHALL BE INDIVIDUALLY WRAPPED OR INTERLEAVED WITH KRAFT PAPER. CONTAINER SHALL CONFORM TO TABLE I, APPENDIX F OF MIL-STD-2073-1(LEVEL A-WEATHER RESISTANT LEVEL C-DOMESTIC CLASS) SEE MIL-I-24768.

SHEETS SHALL BE INDIVIDUALLY WRAPPED OR INTERLEAVED WITH KRAFT PAPER TO PROTECT SHEETS FROM ABRASION. PAPER USED SHALL WEIGH NOT LESS THAN 30 LBS FOR A 500 SHEET REEM OF 24X36 INCH SHEET.

SHEETS SHALL BE INDIVIDUALLY WRAPPED OR INTERLEAVED WITH KRAFT PAPER. CONTAINER SHALL CONFORM TO TABLE I, APPENDIX F OF MIL-STD-2073-1(LEVEL A-WEATHER RESISTANT LEVEL C-DOMESTIC CLASS) SEE MIL-I-24768.

5970009058336	XXX	E	Q	O	Y
5970009121909	AAA	E	Q	O	Y
5970009327758	AAA	E	Q	O	Y
5970010583657	AAA	E	Q	O	Y
5970010991640	AAA	E	Q	O	Y
5970011046804	XXX	E	Q	O	Y
5970011258451	AAA	E	Q	O	Y
5970012103272	AAA	E	Q	O	Y
5970012252921	XXX	E	Q	O	Y
5970012781232	AAA	E	Q	O	Y
5970012816014	AAA	E	Q	O	Y