

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

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

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 will 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-1507 | 2. (X one) | 3. DATE/TIME RESPONSE DUE 2004 APR 19 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" applies to most solicitations.

1. 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

2. Offerors or quoters must include full, accurate, and complete information in their responses 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.

3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

| | |
|---|--|
| 4. ISSUING OFFICE (Complete mailing address, including Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5770 | 5. ITEMS TO BE PURCHASED (Brief description) MULTIPLE NSNS 10 NSNs |
|---|--|

| | |
|--|--|
| 6. PROCUREMENT INFORMATION (X and complete as applicable) | |
| <input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED | |
| <input type="checkbox"/> b. THIS PROCUREMENT IS _____% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____ | |
| <input checked="" type="checkbox"/> c. THIS PROCUREMENT IS 100 % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS 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 MULTIPLE NSNS CONTRACTOR IS NOT REQUIRED TO PROPOSED ON ALL NSNS PLEASE REMEMBER TO COMPLETE CLAUSE FILL-INS, PROVIDE PRICING, AND PROVIDE SURGE PLAN IF REQUIRED. YOU MAY PROVIDE ADDITIONAL PAST PERFORMANCE INFORMATION. |
|---|

| | |
|--|--|
| 8. POINT OF CONTACT FOR INFORMATION | |
| a. NAME (Last, First, Middle Initial) JANICE RICHARDSON, PZGAD02 | b. ADDRESS (Include Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151 |
| c. TELEPHONE NUMBER (Include Area Code and Extension) (804) 279-6336 | d. E-MAIL ADDRESS Janice.Richardson |

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

| | |
|---|-------------------------------|
| 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 PROCUREMENT OF THE TYPE INVOLVED. | |
| 11a. COMPANY NAME | b. ADDRESS (Include Zip Code) |

| | | | |
|---|-----------|---------------|----------------------------|
| c. ACTION OFFICER | | | |
| (1) Typed or Printed Name (Last, First, Middle Initial) | (2) Title | (3) Signature | (4) DATE SIGNED (yyyymmdd) |

FOLD

FOLD

FROM

**AFFIX
STAMP
HERE**

| | |
|--|------------------------------|
| SOLICITATION NUMBER SP0412-04-R-1507 | |
| DATE (YYMMDD) 2004 APR 19 | LOCAL TIME 2:00 PM |

**TO Defense Supply Center Richmond
ATTN: DSCR-JJC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5860**

| | | | | | |
|---|--|--|---|--------------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) -> | | RATING DOA1 | PAGE OF PAGES 1 22 |
| 2. CONTRACT NO. | 3. SOLICITATION NO. SP0412-04-R-1507 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED 2004 FEB 18 | 6. REQUISITION/PURCHASE NO. LTC03337016562 |
| 7. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151 | | 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, Virginia 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. 33) until 2:00 PM local time 2004 APR 19
 FAX Number(s): (804)279-4165 (Hour) (Date)
 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 JANICE RICHARDSON, PZGAD02 |
| | B. PHONE / FAX (NO COLLECT CALLS) (804) 279-6336 / FAX: (804)279-2418 |
| | C. E-MAIL ADDRESS Janice.Richardson |

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|------------------------------|------|---------------------------------------|---------|--|------|--|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES | 10 |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 6 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | 8 | X | J | LIST OF ATTACHMENTS | 15 |
| X | D | PACKAGING AND MARKING | 8 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 9 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 15 |
| X | F | DELIVERIES OR PERFORMANCE | 9 | | | | |
| | G | CONTRACT ADMINISTRATION DATA | | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 18 |
| | H | SPECIAL CONTRACT REQUIREMENTS | | X | M | EVALUATION FACTORS FOR AWARD | 20 |

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

| | | | | |
|--|--------------------------|--|---|--------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: -> | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NO. (Include area code) | <input type="checkbox"/> | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
| 15D. FAX NO. | 15E. E-MAIL ADDRESS | | | |

AWARD (To be completed by Government)

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

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

The purpose of this solicitation is to provide worldwide support for the National Stock Numbers (NSNs) listed in Attachment 1. The NSNs are from the 4010 Federal Supply Class (FSC) and 332618 NAICS. The NSNs will be evaluated on a NSN-by-NSN basis. Contractors may quote on as many NSNs as they have the capability to perform. 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. The NSNs on this solicitation were chosen based on the World Wide Web Industrial Capabilities Assessment Program (WICAP). WICAP uses the Department of Commerce's North American Industrial Classification System (NAICS), which is based on similar manufacturing processes. The NSNs listed in Attachment 1 identify the items to be included in this solicitation.

The contractor shall function as a source of supply for the NSNs on the contract to consistently deliver parts to the DLA Depots. Delivery Orders will be issued to the contractor through the Paperless Ordering Placement System (POPS). 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 these items on an exception basis.

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. Contractors are encouraged to consider minimum order quantities (MOQ) when setting prices. Contractors are not required to honor delivery orders for quantities less than the MOQ [see Clause I67, 52.216-19]. However, it is important to note that offers 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.

For evaluation purposes, each individual NSN will be evaluated by multiplying the contractor proposed unit price by the estimated ADQ to arrive at the total estimated price for each NSN. In those cases where the ADQ is zero, the Government will use (1) to represent the quantity.

FAR Clause 52.216-22 (I71), Indefinite Quantity: The minimum contract value is defined as the guaranteed monetary value of the aggregate delivery orders issued during the base period only. The minimum contract

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 period.

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:

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

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:

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

Delivery: 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 FOB Destination. The Contractor shall consolidate shipments from the same source to the same destination whenever possible.

First Article Testing applies to 8 NSNs on this solicitation and are listed below: See attachment 3 and PID Data for complete instructions.

FAT NSNs

4010-00-106-9438
4010-00-106-9471
4010-00-106-9472
4010-00-149-5606
4010-00-149-5607
4010-00-149-5614
4010-00-149-5617
4010-00-555-7987

Surge and Sustainment: There are no Surge and Sustainment NSNs in this solicitation.

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 3 includes procurement identification descriptions (PID) obtained from the Contract Technical Data File (CTDF). Refer to individual PIDs for specific packaging requirements.

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 PID 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.

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>.

Attachment 1: Pricing Workbook (Excel Spreadsheet)

Attachment 2: Quality Matrix (Excel Spreadsheet)

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

| PAGE | OF | PAGES |
|------|----|-------|
| 5 | | 22 |

Attachment 3: PID Data (html format)

SEE ATTACHMENTS

SEE ATTACHMENTS

CONTINUATION SHEET

Solicitation Number:

SP0412-04-R-1507

PAGE OF PAGES

8

22

NOTICE TO CONTRACTORS: 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/DPARS 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.

SECTION B

B10 9-3 ALT REQUIREMENT FOR HOLDING FIRST ARTICLE: DSCR (JAN 1996)

B12 9-5 FIRST ARTICLE DELIVERY UNDER INDEFINITE DELIVERY CONTRACTS DSCR (MAR 1999)

B21B 11-9 POPS - PRODUCT INFORMATION: DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

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)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 4 option years. See DSCR Clause 52.217-9G08 (Section I).

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>.

SECTION C

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, 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-OZP, Sandra Moore
 8000 Jefferson Davis Highway
 Richmond, VA 23297-5516
 (Phone: (804) 279-4552)

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

D4I 52.211-9G45 POPS-SPECIAL MARKING INSTRUCTIONS DSCR (OCT 2001)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to
 CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-04-R-1507

PAGE OF PAGES

9

22

the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

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

(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.dsccl.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

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/NCCL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment. DSCR (MAR 2000)

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

E15 QUALITY ASSURANCE PROVISION

Full text of the applicable QAP is available on the DSCR Master Solicitation, Section 2 -- <http://www.dsccl.dla.mil/qap/qaps.htm>.

SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

(b) The permissible variation shall be limited to:

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

This increase or decrease shall apply to the quantity at

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
10 22

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.

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 delivery orders that specify Fast Pay.
DSCR (DEC 1991)

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)
F8 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV C (03290) DSCR (NOV 2003)
F16 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY DSCR (NOV 1996)

F34 52.247-34 F.O.B. DESTINATION (NOV 1991)
F35 52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999)
F40 52.247-58 LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)
F53 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT DSCR (MAR 1998)
F55 52.247-9G11 MANUFACTURER'S LOADING PRACTICES DSCR (JAN 1996)

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

| | | |
|-----------------|------------|------|
| | STOCK | DVD |
| FOB Destination | att 1 days | days |
| FOB Origin | days | days |

SECTION I

I2 52.202-1 DEFINITIONS (DEC 2001)
I4 52.203-3 GRATUITIES (APR 1984)
I5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
I6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
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 2003)
I10 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES DFARS (MAR 1999)
I11 252.203-7002 DISPLAY OF DOD HOTLINE POSTER DFARS (DEC 1991)
I14B 52.204-4 PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
I15A 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS (APR 1992)
I16 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (NOV 2001)

after the order is mailed to or otherwise furnished to the contractor.

F16A 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY ALTERNATE I DSCR (FEB 1996)
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:

[X] 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

(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.ccr.gov>.

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-04-R-1507

PAGE OF PAGES

11

22

| | | | | | |
|------|---|---|------|--------------|---|
| I17 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DFARS (DEC 1991) | I50C | 52.215-8 | ORDER OF PRECEDENCE (OCT 1997) |
| I26 | 52.208-9G01 | NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997) | I50D | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) |
| | | | I50K | 52.215-14 | INTEGRITY OF UNIT PRICES (OCT 1997) ALTERNATE I (OCT 1997) |
| I30 | 52.209-4 | FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) ALTERNATE I (JAN 1997) | I50L | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) |
| | (a) The contractor shall deliver unit(s) of lot/item within calendar days from the date of this contract to the Government at | | I50N | 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) |
| | SEE ATTACHMENTS | | I50P | 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) |
| | for first article tests. | | | | DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been eliminated and are no longer available for use. Offerors must prepare and submit cost or pricing data and supporting attachments as specified in Table 15-2 of FAR 15.408, unless an exception applies or cost or pricing data is required to be submitted on one of the termination forms as specified in FAR Subpart 49.6. When an exception applies, offerors must submit information other than cost or pricing as prescribed in paragraph (a) of clause 52.215-21 above. Submission of information other than cost or pricing data does not preclude the Contracting Officer from requiring cost or pricing data under paragraph (b) of clause 52.215-21 above. |
| | (b) Within calendar days after the Government receives the first article, the Contracting Officer shall notify the contractor, in writing of the conditional approval, approval, or disapproval of the first article. | | | | DSCR (MAR 1999) |
| I31A | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995) | I60 | 252.215-7000 | PRICING ADJUSTMENTS DFARS (DEC 1991) |
| I32 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995) | I61 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS DFARS (OCT 1998) |
| I32C | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998) | 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 AWARD THROUGH: 730 DAYS |
| I35 | 52.211-5 | MATERIAL REQUIREMENTS (AUG 2000) | | | DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by 9-30-2004. The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded. |
| I37A | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990) | I67 | 52.216-19 | ORDER LIMITATIONS (OCT 1995) |
| I37F | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (FEB 2003) | | | (a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than DVD or see att. 1 Stock, 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 DVD or see att. 1 Stock (2) Any order for a combination of items in excess of , or (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above. |
| | (Offeror insert information for each SPI process) | | | | (d) Notwithstanding paragraphs (b) and (c) above, 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 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. |
| | SPI Process: _____ | | | | |
| | Facility: _____ | | | | |
| | Military or Federal Specification or Standard: _____ | | | | |
| | Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____ | | | | |
| I38C | 52.211-9004 | PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS DLAD (MAR 2000) | | | |
| | DSCR NOTE: The DPAS rating will be reflected on the individual delivery order. DSCR (APR 2001) | | | | |
| I50 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION (JUN 1999) | | | |

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-04-R-1507

PAGE OF PAGES

12

22

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

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ 2,084,264.45. 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 after 365 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 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

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

(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 the same as the unit prices offered for the basic contract, or

[] Option period unit prices are as indicated in the schedule.

I92BB 52.217-9G15 FLEXIBLE OPTIONS DSCR (JAN 2000) ALT I

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for the base year. It also includes 3 options for one year each.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 99 % of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

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

(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.

I93D 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

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

I102 52.219-14 LIMITATIONS ON SUBCONTRACTING (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)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
13 22

| | | | | | |
|---|--------------|--|--|------------------------|---|
| I125 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) | I177 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES (APR 2003) |
| I126 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) | I181 | 52.229-9000 | KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984) |
| I127 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) | I187 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991) |
| <p>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.</p> <p>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.</p> <p>Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.</p> <p>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</p> | | | I188 | 52.232-1 | PAYMENTS (APR 1984) |
| <p>DSCR (DEC 2001)</p> | | | 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 ALT I | ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984) |
| | | | I196 | 52.232-25 | PROMPT PAYMENT (OCT 2003) |
| | | | I196B | 52.232-25 DSCR NOTE | POPS - PROMPT PAYMENT NOTICE DSCR (APR 2000) |
| | | | <p>The following deviation is applicable to FAR Clause 52.232-25:</p> <p>Paragraphs (a)(3)(iv) and (v) are deleted and replaced with the following:</p> <p>(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.</p> <p>(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.</p> <p>In addition to the above deviation, the following clarification is added to ensure proper payment of invoice:</p> <p>(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.</p> | | |
| I130 | 52.222-9000 | DAVIS-BACON ACT - PRICE ADJUSTMENT DLAD (NOV 1985) | I196H | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999) |
| I133 | 52.223-6 | DRUG-FREE WORKPLACE (MAY 2001) | <p>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)</p> | | |
| I135 | 252.223-7004 | DRUG-FREE WORK FORCE DFARS (SEP 1988) | I199 | 52.233-1 | DISPUTES (JUL 2002) |
| I138 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) | <p>DSCR NOTE:</p> <p>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.</p> | | |
| I140 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (APR 2003) | | | |
| I140C | 252.225-7004 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (APR 2003) | | | |
| I141 | 252.225-7005 | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES DFARS (APR 2002) | | | |
| I147 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (FEB 2003) | | | |
| I147C | 252.225-7013 | DUTY-FREE ENTRY DFARS (APR 2003) | | | |
| I150D | 252.225-7021 | TRADE AGREEMENTS DFARS (AUG 2003) | | | |
| I157C | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES DFARS (SEP 2001) | | | |
| I158 | 52.227-1 | AUTHORIZATION AND CONSENT (JUL 1995) | | | |
| I159 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) | | | |

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
14 22

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. (99140)

Subparagraphs thereto and APPENDIX D.

I200 52.233-3 PROTEST AFTER AWARD (AUG 1996)

I240 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAY 2002)

I206 52.242-13 BANKRUPTCY (JUL 1995)

I242 52.248-1 VALUE ENGINEERING (FEB 2000)

I208 52.243-1 CHANGES FIXED PRICE (AUG 1987)

I244 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

I211 252.243-7001 PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)

I246 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

I211A 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)

I247 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)

I213A 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

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.

I227 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

I231 52.246-9G01 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)

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

I235 52.246-9G05 WARRANTY PPP&M DSCR (APR 2000)

I237E 52.246-9G33 MISDIRECTED SHIPMENTS DSCR (JAN 1996)

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:

I237G 52.246-9G36 CONFIGURATION CONTROL DSCR (JUN 2003)

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

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

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

<http://www.dscr.dla.mil/qap/qaps.htm>

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

(a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and approved as provided for at (b) below.

- 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)

(b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:

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

(1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.

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.

(2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.

(3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.

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

(4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.

(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.

(5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.

(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.

(6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.

(7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number: SP0412-04-R-1507

PAGE OF PAGES 15 22

I249B 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

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

[X] 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

[X] QUALITY ASSURANCE PROVISION

[X] TECHNICAL DATA TECHNICAL DATA is available at -- http://www.dscr.dla.mil/tdmd

[X] OTHER:

ATT. 1: PRICING WORKSHEET (EXCEL SPREADSHEET)

ATT. 2: QUALITY MATRIX (EXCEL SPREADSHEET)

ATT. 3: PID DATA (HTML FORMAT)

SECTION K

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.

(c) 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): _____

[] TIN has been applied for.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
16 22

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.

(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 Subdivision (a)(1)(i)(D) of this provision.

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

(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 _____

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.

(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.

(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)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR QUOTER.

| OFFEROR RECOMMENDATIONS | | | |
|-------------------------|----------|-----------------|-------|
| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

K15C 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS (NOV 1995)

(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.

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

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

TABLE

| Line Item | NSN | Com'l Item (Y or N) | SOURCE OF SUPPLY | | | Actual Mfg. |
|-----------|-----|---------------------|------------------|---------|----------|-------------|
| | | | Company | Address | Part No. | |
| (1) | (2) | (3) | (4) | (4) | (5) | (6) |

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
17 22

falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American.
- Subcontinent Asian (Asian-Indian), American.
- Individual/concern, other than one of the preceding.

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

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 332618.
- (2) The small business size standard is 1000
- (3) The size standard for non-manufacturers is 500 employees.

(b) Representations.

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

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

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

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

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

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

(i) It is, is not a 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 place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, 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.

(7) (Complete when acquisition value is estimated at greater than \$25,000 and offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership

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.

K24E 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

K29C 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES DFARS (APR 2003)

K31 252.225-7020 TRADE AGREEMENTS CERTIFICATE DFARS (APR 2003)

(2) The following supplies are other nondesignated country end products:

| LINE ITEM NUMBER | COUNTRY OF ORIGIN |
|------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

K31C 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (APR 2003)

DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.670-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Provision 252.225-7031 above.
DSCR (APR 2003)

K34 52.227-6 ROYALTY INFORMATION (APR 1984)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
18 22

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

(b) 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.

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

(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the packaging) will be inspected.

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

(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED: Insert below the location where the packaging/packing will be inspected.

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

SECTION L

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)

L2 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING DFARS (AUG 1999)
L7 52.209-9G04 WAIVER OF FIRST ARTICLE APPROVAL TESTS (GOVERNMENT TESTING) DSCR (JAN 1997)

Prior Government Acceptance

GOV AGENCY CONTRACT NO. DATE NSN SPEC/PART NO.

DECREASE IN PRICE _____ BY _____
ITEM NO. _____
UNIT PRICE DECREASED FROM _____ TO _____

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

[] DX Rated Order; [X] DO Rated Order

L12 252.211-7001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS DFARS (DEC 1991)

DSCR NOTE:

Obtain documents and/or submit requests via the Technical Data Management (TDMD) WEBSITE <http://www.dscr.dla.mil/tdmd>. If the WEBSITE server is down as a result of an overall system failure, you may mail the request to:

Defense Supply Center Richmond
8000 Jefferson Davis Highway
ATTN: DSCR-VABA
Richmond, VA 23297-5604

Include the 13 position National Stock Number, solicitation number, and the title and number of the specification, standard, plan, drawing, or other pertinent document.

Compact disk drawings will be furnished. Aperture cards and hard copies will only be provided when there are no electronic formats available.

Written requests require a minimum seven (7) day processing time from receipt to mailing of the requested document. WEBSITE requests are handled in a real-time environment. Information can be downloaded or, for compact disk requests, mailed to you in as little as two to three days. Request documents sufficiently prior to solicitation closing date so as to permit timely submission of an offer. Keep in mind the Postal Service delivery time. In urgent cases, telephone requests may be made by calling (804) 279-3356 (alternate numbers are 4174, 6129, or 3547) or sending a FAX to (804) 279-4946.

REQUESTS FOR SPECIFICATIONS AND/OR STANDARDS AS REFERENCED IN DSCR PROVISION 52.211-9G13 (SEC L) WILL NOT BE PROCESSED BY DSCR. DSCR (OCT 2000)

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
19 22

surplus' are used interchangeably in this clause.

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

L13 52.211-9G11 COMPLIANCE WITH SPECIFICATIONS DSCR (FEB 1996)

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

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)

(c) Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile equipment:

(804) 279-4165

L48B 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

L50C 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been eliminated and are no longer available for use. Offerors must prepare and submit cost or pricing data and supporting attachments as specified in Table 15-2 of FAR 15.408, unless an exception applies or cost or pricing data is required to be submitted on one of the termination forms as specified in FAR Subpart 49.6. When an exception applies, offerors must submit information other than cost or pricing as prescribed in paragraph (a) of provision 52.215-20 above. Submission of information other than cost or pricing data does not preclude the Contracting Officer from requiring cost or pricing data under paragraph (b) of provision 52.215-20 above.

DSCR (MAR 1999)

L51 52.215-9G01 CLAIMS FOR FACILITIES CAPITAL COST OF MONEY DSCR (JAN 1998)

CLAIM FOR FACILITIES CAPITAL COST OF MONEY:

(a) Offerors claiming Facilities Capital Cost of Money in accordance with FAR Clause 52.215-16 in Section I of this solicitation are required to complete and submit with the proposal Form CASB-CMP. Forms are available from the offeror's cognizant ACO. Instructions for completion of the CASB form are provided at FAR Appendix Cost Accounting Standards, Preambles and Regulations, Subpart 9904.414, Appendix A. In addition, offerors must provide the distribution of facilities capital employed as follows:

LAND _____ %, BUILDING _____ %, EQUIPMENT _____ %.

(b) If the offeror does not include Facilities Capital Cost of Money with the proposal, this provision does not apply.

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.

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-JKDA
8000 Jefferson Davis Highway
Richmond, VA 23297-5316

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
20 22

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 a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

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

(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.

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

M3 52.209-9G05 EVALUATION-FIRST ARTICLE APPROVAL DSCR (JAN 1996)

(a) Estimated costs of Government testing will be a factor in evaluation of offers to the extent that such costs are shown below:

ITEM GOVERNMENT TEST COST
SEE PID DATA, ATTACHMENT 3

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 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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
21 22

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 SPOXXX (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.
- 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-0'Day (JWOD) (52.215-9005)
- Mentoring Business Agreements (MBA) (52.219-9003)
- Socioeconomic Support (52.215-9003)
- Other (specify):

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0412-04-R-1507

PAGE OF PAGES
22 22

regional price(s) are offered and the region is not specified, the bid will not be considered.

(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.

M12 52.216-9G09 EVALUATION - INDEFINITE QUANTITY CONTRACT DSCR (NOV 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation.

If line items for both stock and DVD are included in the schedule offers will be evaluated based on the total extended price for the stock and DVD line items.

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M18 52.217-9G11 EVALUATION OF OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I).

M33 52.247-9G21 BASIS FOR SUBMISSION AND EVALUATION OF OFFERS DSCR (JAN 1996)

(a) Offers are invited on an f.o.b. destination basis for items ALL , , . Bids submitted on any other basis will be rejected as non-responsive.

(b) Offers are invited on the basis of both f.o.b. origin and destination for items N/A , , .

(c) Offers are invited on an f.o.b. origin basis for items N/A , , . When supplies are regionally priced the applicable regions shall be specified below. If

| NSN # | NSN | NOMENCLATURE | UI | Minimum Order Qty | Maximum Order Qty | Estimated Demand Qty Base Period | Pricing Base Period | Estimated Demand Qty Option 1 | Pricing Option 1 | Estimated Demand Qty Option 2 | Pricing Option 2 | Estimated Demand Qty Option 3 | Pricing Option 3 | Required Delivery | Proposed Delivery | Article Testing Price (K unit) |
|-------|---------------|--------------------|----|-------------------|-------------------|----------------------------------|---------------------|-------------------------------|------------------|-------------------------------|------------------|-------------------------------|------------------|-------------------|-------------------|--------------------------------|
| 1 | 4010001069438 | LINK,CHAIN,DETACEA | | 3 | 20 | 8 | | 13 | | 13 | | 13 | | 154 | | |
| 2 | 4010001069471 | LINK,CHAIN,DETACEA | | 8 | 45 | 15 | | 30 | | 30 | | 30 | | 66 | | |
| 3 | 4010001069472 | LINK,CHAIN,DETACEA | | 7 | 42 | 80 | | 28 | | 28 | | 28 | | 104 | | |
| 4 | 4010001495606 | CHAIN,STUD LINK SO | | 1 | 3 | 6 | | 2 | | 2 | | 2 | | 561 | | |
| 5 | 4010001495607 | CHAIN,STUD LINK SO | | 1 | 9 | 11 | | 6 | | 6 | | 6 | | 157 | | |
| 6 | 4010001495614 | CHAIN,STUD LINK SO | | 12 | 72 | 37 | | 48 | | 48 | | 48 | | 93 | | |
| 7 | 4010001495617 | CHAIN,STUD LINK SO | | 12 | 71 | 97 | | 47 | | 47 | | 47 | | 43 | | |
| 8 | 4010001495632 | LINK,CHAIN,DETACEA | | 1 | 6 | 13 | | 4 | | 4 | | 4 | | 190 | | |
| 9 | 4010005557987 | CHAIN,STUD LINK SO | | 9 | 54 | 72 | | 36 | | 36 | | 36 | | 164 | | |
| 10 | 4010008031176 | LINK,CHAIN,DETACEA | | 1 | 2 | 11 | | 1 | | 1 | | 1 | | 252 | | |

| NSN # | NSN | AMC | AMSC | NOMENCLATURE | CSI | PIC | UI | SHELF LIFE CD | CRITICAL ITEM CD | PRECIOUS METALS IND | FLIGHT SAFETY IND | FIRST ARTICLE TESTING | RIGHT DATA QPL CD | COTS IND | QAP | MYLARS | EX COI |
|-------|---------------|-----|------|---------------------|-----|-----|----|---------------|------------------|---------------------|-------------------|-----------------------|-------------------|----------|---------------|--------|--------|
| 1 | 4010001069438 | 1 | G | LINK,CHAIN,DETACHAB | | 1 | EA | 0 | Y | U | | Y | | N | 13873 QAP-002 | | |
| 2 | 4010001069471 | 1 | G | LINK,CHAIN,DETACHAB | | 1 | EA | 0 | Y | A | | Y | | N | 13873 QAP-002 | | |
| 3 | 4010001069472 | 1 | G | LINK,CHAIN,DETACHAB | | 1 | EA | 0 | N | A | | Y | | N | 13873 QAP-002 | | |
| 4 | 4010001495606 | 1 | G | CHAIN,STUD LINK | | 1 | SO | 0 | N | U | | Y | | N | 13873 QAP-002 | | |
| 5 | 4010001495607 | 1 | G | CHAIN,STUD LINK | | 1 | SO | 0 | Y | U | | Y | | N | 13873 QAP-002 | | |
| 6 | 4010001495614 | 1 | G | CHAIN,STUD LINK | | 1 | SO | 0 | Y | U | | Y | | N | 13873 QAP-002 | | |
| 7 | 4010001495617 | 1 | G | CHAIN,STUD LINK | | 1 | SO | 0 | N | U | | Y | | N | 13873 QAP-004 | | |
| 8 | 4010001495632 | 1 | G | LINK,CHAIN,DETACHAB | | 1 | EA | 0 | N | A | | | | N | 13873 QAP-002 | | |
| 9 | 4010005557987 | 1 | G | CHAIN,STUD LINK | | 1 | SO | 0 | Y | A | | Y | | | 13873 QAP-002 | | |
| 10 | 4010008031176 | 1 | G | LINK,CHAIN,DETACHAB | | 1 | EA | 0 | N | A | | N | | N | 13873 QAP-002 | | |

The Procurement Information Description Data can only be retrieved from the Market Basket Website at www.dscr.dla.mil/kd