

**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-4639	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input 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.

- 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
- 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.
- 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.
- 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) 1560-00-075-3840 FITTING,SECTOR
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input checked="" type="checkbox"/> b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: <u>336413</u>	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % 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. Offeror is not required to propose an offer 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) MCKENLEY MASON, PZGKDB2	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) 279-5458	d. E-MAIL ADDRESS McKenley.Mason@dla.mil

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

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE 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-4639	
DATE (YYMMDD)	LOCAL TIME
2004 SEP 23	

**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 26
2. CONTRACT NO.	3. SOLICITATION NO. SP0412-04-R-4639	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2004 AUG 05	6. REQUISITION/PURCHASE NO. RK04155002000
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 2004 SEP 23 local time (Hour) (Date)

FAX Number(s): (804)279-4165

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 MCKENLEY MASON, PZGKDB2
	B. PHONE / FAX (NO COLLECT CALLS) (804) 279-5458 / FAX: (804)279-2419
C. E-MAIL ADDRESS McKenley.Mason@dla.mil	

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (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.

43 NSNs - AC Struct Det 1

NOTE: Clause 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside applies to this solicitation.

The purpose of this solicitation is to provide worldwide support for the National Stock Numbers (NSNs) listed in Attachment 1. The NSNs on this solicitation were chosen based on the fact that they fall into the same World Wide Web Industrial Capabilities (WICAP) grouping. WICAP uses the Department of Commerce's North American Industrial Classification System (NAICS) to group items based on similar manufacturing processes. The NSNs are from the 1560, 1620, & 1680 Federal Supply Class (FSC) and NAICS 336413.

The Government anticipates split awards under this solicitation.

For clarification purposes: When the term 'base year' is cited throughout this solicitation it is to be interpreted as 'base period' which consists of two years. The resultant contract(s) will have a two-year base period with three one-year option periods.

I. CONTRACT PERFORMANCE REQUIREMENTS:

A. Contract Type:

The contract(s) awarded will be Indefinite Delivery Indefinite Quantity type contract(s).

FAR Clause 52.216-22 (I71), Indefinite Quantity: The guaranteed minimum contract value is defined as 10% of the estimated value of the base period. 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.

For each award, the Government will compute a different guaranteed minimum contract value and maximum contract value for each contract awarded under this solicitation.

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

10% of the estimated demand quantity (EDQ) for the NSNs on contract (base period only), computed as follows:

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

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

150% of the aggregated extended dollar value of the estimated demand quantity (EDQ) for the NSNs on contract. This calculation will apply to

the base period as well as each option period, computed as follows:

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

B. Delivery Order Transmission:

Delivery Orders (DO) will be issued to the contractor either through the Paperless Ordering Placement System (POPS), Automated Delivery Order (ADO) System or by the issuance of Manual Delivery Orders.

1. POPS

If the Paperless Order Placement System is selected as the automation method to be utilized, 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.

The following three EDI transactions are required for the purposes of transmitting the DOs and Tracking Performance:

850 Purchase/Delivery Order
856 Shipment Notice Manifest
997 Functional Acknowledgement

The Purchase/ Delivery Order (850) will be processed through Defense Supply Center Richmond. The Functional Acknowledgement (997) will show that the contractor has received the delivery order and will establish the order issue date. The Shipment Notice (856) will identify the order shipment date of the total quantity. The Functional Acknowledgement and Shipment Notice will be used to track contractor performance.

2. ADO System

The utilization of the ADO System would require Internet capability to receive email notification that the delivery order was available on the Procurement Gateway.

3. Manual Delivery Orders

Manual delivery orders would be issued for contractors unable to utilize POPS or ADO. Manual orders will also be issued for any delivery order containing a first article testing requirement, government furnished tooling, or for other special or unique requirements.

C. Technical Requirements for Items Delivered:

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

<http://www.dscr.dla.mil/tdmd>. Contractors must have a membership number to access technical data packages. 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.dla.mil/online/start/> <http://assist.daps.mil> and/or <http://dodssp.daps.mil>.

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

D. Quality Requirements:

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.

A Quality Matrix is included at attachment 3. The quality matrix provides information to supplement the requirements stated in the PID, and in the event that a conflict exists between these documents, the PID data shall be the prevailing requirement.

E. Packaging Requirements:

Attachment 4 includes procurement identification descriptions (PID) obtained from the Contract Technical Data File (CTDF). Refer to individual PIDs for specific packaging requirements.

F. Inspection Requirements:

The PID data in Attachment 4 contains the inspection requirements for each individual NSN. 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>.

G. 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 contract delivery date which will also be specified

in each individual delivery order. Delivery shall be FOB Destination. The Contractor shall consolidate shipments from the same source to the same destination whenever possible.

H. Surge and Sustainment:

Surge and Sustainment NSNs and quantities are identified in Attachment 2. Surge and Sustainment requirements are outlined in clauses 52.217-9G25 and 52.217-9006 in Section I, and in 52.217-9G27 in Section M. In the attachment, the individual quantity requirements for each month are identified as well as the total six-month requirement per NSN. 'Surge Support' is one of the evaluation factors, therefore, offerors are required to comply with the specific clauses/provisions.

The 6000 Series CLINs identify the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities

II. SUBMISSION OF OFFERS

A. Pricing:

For each NSN offered, the Contractor is to provide pricing for the base period and option periods. Attachment 1 identifies the NSNs, maximum order quantities, minimum order quantities and estimated demand quantities for the base period and option periods. The Contractor is required 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 demand quantity (EDQ) [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 EDQ 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.

B. Delivery

Attachment 1 provides the recommended delivery, represented in days, for each NSN. Offerors may propose delivery times that differ from the recommended delivery. Proposed delivery times will not be used in evaluating offers. The Contracting Officer may reject as unacceptable, without engaging in discussions, any offer whose proposed delivery time

differs significantly from the recommended delivery time. In considering the difference, the contracting officer will consider, at a minimum, previous leadtimes from prior history of that particular NSN.

C. Surge and Sustainment:

Surge and Sustainment will be evaluated in accordance with DSCR 52.217-9G27 in Section M.

Offerors must identify investment costs, if any, to execute the surge plan. Reference DSCAP Clause 52.217-9G25 (I92K) and DLAD Clause 252.217-9006 (I89F). If no investment costs are necessary, state 'none.'

Investment Costs \$ _____

D. 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.

III. EVALUATION OF OFFERS:

Offers will be evaluated on an NSN-by-NSN basis, with each NSN awarded to the offeror who represents the best value. The Government will base the determination of best value on a comparative assessment of the offerors' prices and past performance. Contractors may quote on as many NSNs as they have the capability to perform. No preference will be given to the number of NSNs a contractor quotes. As indicated in DSCR Clause 52.215-9G06, the award(s) 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.

A. Price Evaluation:

Each individual NSN will be evaluated by multiplying the contractor proposed unit price by the estimated demand quantity to arrive at the total estimated price for each NSN. In those cases where the EDQ is zero or less than the MOQ, the Government will use the MOQ to represent the evaluated quantity.

The total evaluated price for each NSN will be the sum of the total evaluated price for base period and option periods, plus any additional proposed costs to include First Article testing, Surge and Sustainment and other applicable non-recurring costs.

B. Past Performance Evaluation:

Past Performance will be evaluated in accordance with DSCR Clause 52.215-9G05.

NOTE: This solicitation includes the attachments listed below which

should be downloaded from the following DSCR website:
<http://www2.dscr.dla.mil/externalweb/userweb/kd> .

- Attachment 1: Pricing Workbook (Excel Spreadsheet)
- Attachment 2: Surge and Sustainment Price Sheet (Excel Spreadsheet)
- Attachment 3: Quality Matrix (Excel Spreadsheet)
- Attachment 4: First Article (Excel Spreadsheet)
- Attachment 5: PID Data (html format)

SECTION B

PR: RK041550020000
NSN: 1560-00-075-3840

ITEM DESCRIPTION:

FITTING, SECTOR
IAW GRUMMAN AIRCRAFT CORP CAGE 26512
DWG 123CVM10201 REV 'B' DATED 11-01-63
DWG P/N 123CVM10201-1
IDENTIFY TO:
MARK IAW MIL-STD-130K, DATED 15 JAN 00.
CONFIGURATION CONTROL APPLIES
SEE CLAUSE 52.246-9G36 (SECTION I).

FIRST ARTICLE/PREPRODUCTION APPROVAL REQUIRED,
GOVERNMENT TESTING. SAMPLE QUANTITY SHALL
CONSIST OF TWO (2) COMPLETE UNITS. TESTING
IS FOR CONFORMANCE TO DRAWING SPECIFICATIONS AND
SHALL INCLUDE:

- A) DIMENSIONAL VERIFICATION
- B) DESTRUCTIVE ANALYSIS OF ONE (1) UNIT TO
DETERMINE PLATING, MATERIAL GRADE, COMPOSITION,
HEAT TREATMENT AND HARDNESS.

SAMPLES SHALL BE MARKED: 'FIRST ARTICLE-DO NOT
POST'. THE SAMPLES, A COPY OF THE CONTRACT AND
MATERIAL CERTIFICATIONS SHALL BE SENT TO:

FIRST ARTICLE TEST SAMPLE(S)
NAVAL AVIATION DEPOT
BLDG 341
CUSTOMER SERVICE
NAS NORTH ISLAND
SAN DIEGO, CA 92135-7058.

TECH DATA AVAILABILITY:

AN 'EXPORT CONTROL' TECHNICAL DATA PACKAGE (TDP
EXISTS FOR THIS NSN. TECHNICAL DATA WILL ONLY BE
RELEASED TO CONTRACTORS AUTHORIZED/CERTIFIED BY
DEFENSE LOGISTICS SERVICE CENTER. CERTIFIED
REQUESTORS SHOULD SUBMIT TDP REQUESTS TO DSCR
VIA INTERNET. THE INTERNET ADDRESS IS
[HTTP://WWW.DSCR.DLA.MIL/TDMD](http://www.dscr.dla.mil/TDMD) (ALL IN
LOWERCASE, PLEASE).

IF CERTIFICATION IS REQUIRED, REQUEST A
DD FORM 2345, MILITARY CRITICAL TECHNICAL DATA
AGREEMENT, FROM DEFENSE LOGISTICS SERVICES
CENTER, DLSC-FBA, FEDERAL CENTER, BATTLE CREEK,
MICHIGAN 49017-3084. WWW.DLIS.DLA.MIL

CONTINUED ON NEXT PAGE

SECTION B

I/A/W QAP 13873 QAP-007
 REFNO DTD 1997 JUL 01
 AMEND NR DTD 20
 TYPE NUMBER:

I/A/W DRAWING NR TDPL 000753840-04005
 BASIC DTD 2004 JAN 05
 AMEND NR DTD 20
 TYPE NUMBER: 13873

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	RK041550020000	0001	1	EA	\$ _____	\$ _____

DELIVER FOB: See Clause
 QTY VARIANCE: PLUS See Clause MINUS See Clause
 INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
 UNIT CONT = D3: OPI = 0:
 PACK CODE = Q: PACKING LEVEL = B:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
 PALLETIZATION SHALL BE IN ACCORDANCE WITH D001450000 REV B
 DATED 1290

SEE CLAUSE 52.211-9G22, SECTION F, CODE F8,
 FOR D001450000 PALLETIZATION REQUIREMENTS.

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data

CONTINUED ON NEXT PAGE

SECTION B

element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

NON-MILSTRIP
PROJ

* * * * *

CONTINUATION SHEET

Solicitation Number:

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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/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLs), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

References in this document to MIL-STD-129 or MIL-STD-129 (Latest Revision) are intended to mean MIL-STD-129P, December 15, 2002.

SECTION B

**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.

**B47 27-1 RIGHTS GUARD
DSCR (FEB 1998)**

Rights Guard data restrictions apply; see Clause 52.227-9G05 (Section I). Prior to requesting technical data an Annual Certification for the Use of Rights Guard Technical Data, DSCR Form P42, and an Annual Rights Guard Destruction Certification, DSCR Form 4178, must be on file at DSCR-VA, ATTN: Rights Guard Program, Richmond, VA 23297-5604. Contact 804-279-5912 for forms.

**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 D

**D4K 52.211-9G73 PACKAGING AND MARKING
REQUIREMENTS (MAR 2004) 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.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129P. 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-129P 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.

**D04 52.211-9010 MILITARY SHIPPING LABEL (MSL)
REQUIREMENT - MIL-STD-129P
(FEB 2004)**

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged materiel to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be

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zero-filled.

(c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at URL: <http://www.dscc.dla.mil/offices/packaging/specstdslist.html#STDs>.

(d) This clause does not apply to -

(1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or

(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

- S9C - Defense Supply Center Columbus - Construction
- S9E - Defense Supply Center Columbus - Electronics
- S9G - Defense Supply Center Richmond
- S9I - Defense Supply Center Philadelphia - General and Industrial
- S9T - Defense Supply Center Philadelphia - Clothing and Textiles
- S9M - Defense Supply Center Philadelphia - Medical Materiel
- S9P - Defense Supply Center Philadelphia - Perishable Subsistence
- S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an 'A' and eight zeros, (i.e. 'A00000000')

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of ISO/IEC-16388 is available from:

The American National Standards Institute
25 West 43rd Street
New York, NY 10036

or through www.ansi.org or www.iso.ch.

SECTION E

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

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

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

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

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

(a) This clause applies when shelf-life restrictions are cited in the Procurement Item Description.

(b) Products delivered under this contract shall be manufactured/cured/assembled to ensure a minimum of 85% (allowing for rounding to whole months) shelf-life is remaining at time of receipt by the Government.

(c) Marking or labeling shall reflect these data.

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

F8 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV C (03290) DSCR (NOV 2003)

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

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

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

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)

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F31 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT DFARS (MAR 2003)

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 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.

When the DD Form 250, Material Inspection and Receiving Report, is submitted via Wide Area Workflow (WAWF-RA), The contractor is still required to provide a copy of The DD Form 250 in the material shipment itself.

DD Forms 250 are available at:
<http://web1.whs.osd.mil/icdhome/DDEFORMS.htm>
DSCR (APR 2004)

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)

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

SECTION H

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

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

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

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

H17 52.246-9G07 INSPECTION FEES DSCR (JAN 1996)

SECTION I

I2 52.202-1 DEFINITIONS (JUL 2004)

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)

(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)

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

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

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

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I32 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)

(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.

I32C 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS (MAR 1998)

(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 7 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

I35 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

I37A 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

I71 52.216-22 INDEFINITE QUANTITY (OCT 1995)

I37F 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (DFARS (FEB 2003)

(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 730 days from the date of contract expiration.

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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 90 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.

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)

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

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

I50C 52.215-8 ORDER OF PRECEDENCE (OCT 1997)

I50D 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(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.

I50F 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

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

I50J 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(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.

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: 2 YEARS AFTER DATE OF AWARD

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by 03/07/05. 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.

(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.

I67 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than N/A DVD or ATTACHMENT 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 N/A DVD or ATTACHMENT Stock

(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

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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.

192K 52.217-9G25 SURGE & SUSTAINMENT REQUIREMENT
DSCR (JUN 2001)

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) Agreement to Participate in S&S Validation/Testing. By submission of an offer for the S&S requirement, the contractor agrees to participate in S&S testing as required by the Government to validate the S&S capability. Testing/validation may include, but not be limited to, participation in live exercises, participation in Commander-in-Chiefs or Joint Chiefs of Staff exercises approved in the DLA Joint Training Plan, paper exercises, simulations, or command post exercises. The Government reserves the right to require tests using other methodologies when deemed appropriate.

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

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

(2) Limitations. The order limitations clause applicable to the peacetime level requirements shall not apply to the S&S quantity to the extent that it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the total phased quantity specified for each S&S delivery. The Government may order in excess of each phased delivery quantity provided the contractor shall accept the excess

quantity. Multiple orders for the same NSN may be issued to support multiple contingencies provided the total quantity ordered does not exceed the total S&S quantity for all phases of delivery.

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

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

I96 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

I102 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

I112H 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)

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

I120M 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)

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

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

(a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.

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

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

I122 52.222-26 EQUAL OPPORTUNITY (APR 2002)

I125 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

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

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

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

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

Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:

<http://www.vets100.cudenver.edu>

DSCR (DEC 2001)

part, to any other person or entity other than to supplier's bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes of responding to this solicitation or performing any resulting contract.

(b) The suppliers/bidders/offerors hereunder are prohibited from (1) reproducing, in whole or in part, Rights Guard technical data; (2) incorporating any information contained in such Rights Guard technical data into other documentation; or (3) otherwise utilizing such Rights Guard technical data, except for responding to this solicitation or performing any resulting contract. Each supplier/bidder/offeror shall include the authorized DFARS limited rights legend of 252.227-7013, Rights in Technical Data - Noncommercial Items (NOV 1995), identifying the Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such date is required by the limited rights legend authorized under its contract.

(c) Rights Guard technical data provided by DSCR, including any copies thereof, is to be destroyed according to the following schedule:

1. Immediately upon decision to 'no bid' the solicitation for which the data was received.
2. Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received.
3. If the contract awardee, within 15 days of contract completion.

NOTE: The DSCR ANNUAL Certificate of Destruction, DOES NOT IN ANY WAY IMPLY OR PROVIDE AUTHORITY FOR YOUR COMPANY TO RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. Suspected and actual instances of data retention provided by DSCR beyond these timeframes will be reported to The Boeing Company for remedy. Furthermore, failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitation involving Boeing technical data.

(d) The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction of Boeing proprietary data.

(e) All suppliers shall comply with MIL-STD-130 for the purpose of distinguishing any spare parts made using Boeing Rights Guard technical data.

I133 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I134 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

I135 252.223-7004 DRUG-FREE WORK FORCE DFARS (SEP 1988)

I138 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 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 (JUN 2004)

I147C 252.225-7013 DUTY-FREE ENTRY DFARS (JAN 2004)

I150D 252.225-7021 TRADE AGREEMENTS DFARS (JUN 2004)

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)

I172 52.227-9G05 RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA DSCR (FEB 1998)

I177 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

I181 52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)

I183 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

I184 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

I186A 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)

I187 252.231-7000 SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)

I188 52.232-1 PAYMENTS (APR 1984)

I189 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:

(a) Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed, in whole or in

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I190 52.232-11 EXTRAS (APR 1984)
I193 52.232-17 INTEREST (JUN 1996)
I196 52.232-25 PROMPT PAYMENT (OCT 2003)
I196H 52.232-33 PAYMENT BY ELECTRONIC FUNDS
TRANSFER-CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

additive CLINs. Invoices are to be submitted via mail.
DSCR (APR 2004)

I199 52.233-1 DISPUTES (JUL 2002)

DSCR NOTE:

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)

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.

I196W 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS DFARS (JAN 2004)

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)

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) 'Payment request' means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

I200 52.233-3 PROTEST AFTER AWARD (AUG 1996)
I206 52.242-13 BANKRUPTCY (JUL 1995)
I208 52.243-1 CHANGES FIXED PRICE (AUG 1987)
I211 252.243-7001 PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
I211A 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
I213A 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)
I213D 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) DFARS (MAR 2000)
I227 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
I231 52.246-9G01 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)
I233 52.246-9G03 WARRANTY OF HAZARDOUS MATERIALS DSCR (JAN 1996)
I235 52.246-9G05 WARRANTY PPP&M DSCR (APR 2000)
I237E 52.246-9G33 MISDIRECTED SHIPMENTS DSCR (JAN 1996)
I237G 52.246-9G36 CONFIGURATION CONTROL DSCR (JUN 2003)

DSCR NOTE:

In regard to electronic invoicing requirements of DFARS Clause 252.232-7003 (Section I), DFAS is currently unable to accept electronic invoices for additive CLINs in the 9900 series, such as First Article, Progress Payments, etc. In instances where additive CLINs are involved, the contractor may invoice for the line items for the supplies through Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) for faster payment. However, invoices for additive CLINs must be a paper document submitted via mail.

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:

Contractors have the option of preparing and submitting a paper invoice for all contract line items, including

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

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(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.

(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:

(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.

(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.

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

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

(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 Subparagraphs thereto and APPENDIX D.

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

I242 52.248-1 VALUE ENGINEERING (FEB 2000)

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

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

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

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

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

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

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

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

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

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

Section 2: Full text Quality Assurance Provisions (QAPs)
Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).
Section 4: Procurement Automated Contract Evaluation (PACE) Instructions
Section 5: Full text of Contract Data Requirements List (CDRLs)
Section 6: Special Packaging Instruction (SPIs) Drawings
Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

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

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

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

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

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

I249B 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

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 DISTREN

[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>

[] QUALITY ASSURANCE PROVISION

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

[] OTHER:

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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.

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

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

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

OFFEROR RECOMMENDATIONS

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

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

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

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

(i) The offeror and/or any of its principals -

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

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

(C) are [] are not [] presently

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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.

124.1002.

(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.

(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.

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

(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.

K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(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.

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

[] intends, [] does not intend

(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--

(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.

(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

(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)

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (4) (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.

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

K16A 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) ALT I (APR 2002)

K13B 52.215-6

DSCR NOTE: The Department of Labor Regional Office requires the number of employees for each place of performance cited in 52.215-6 above. Please indicate the number of employees below:

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(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.

PLACE OF PERFORMANCE NUMBER OF EMPLOYEES

DSCR (DEC 1997)

K16 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(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

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(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 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.

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)

K27C 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(CHECK EACH BLOCK THAT IS APPLICABLE.)

(i) The facility does not manufacture,

process or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

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

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

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major Group codes 20 through 39.
- (D) Industry code 4911, 4931, 4939

(limited to facilities that combust coal or/oil for the purpose of generating power for distribution in commerce).

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

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

K34 52.227-6 ROYALTY INFORMATION (APR 1984)

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

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(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

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)

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)

L8A 52.209-9G08 ACCESS TO CONTROLLED TECHNICAL DATA DSCR (OCT 1999)

(b) If offeror is approved, cite the Defense Logistics Information Service (DLIS) assigned approval number below:

APPROVAL NO _____

ISSUE DATE OF APPROVAL _____

(d) Offerors who are not currently approved who wish to be included on the DoD Certified Contractor Access List should complete the DD Form 2345 'Militarily Critical Technical Data Agreement'. The DD Form 2345 may be obtained via the Internet at <http://web1.wns.osd.mil/icdhome/DDEFORMS.htm>. Instructions for completion and submission are provided as the second page of the on-line form. Completed forms should be returned to:

United States/Canada Joint Certification Office
Defense Logistics Information Service
Federal Center, 74 Washington Ave., North
Battle Creek, MI 49017-3084

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

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

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

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-CMF. 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

[X] FIRM FIXED PRICE

[] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

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

L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

(a) Proposals submitted in response to this solicitation shall include a proposed approach to meeting the Surge & Sustainment (S&S) requirement identified in the schedule. The proposed approach shall include the initial ramp up (surge) and subsequent production and delivery (sustainment) of supplies to support simultaneous contingencies. The contractor's proposed approach shall be supported by a production capability assessment, as an attachment to the proposal, containing, but not limited to, the following areas:

(1) The contractor's methodology enabling visibility of supplier base resources on a continuing basis.

(2) Identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, a description of S&S strategies for all items.

(3) Identify 'problem' items for which S&S cannot be easily met, proposed solutions for these items, and any significant investments (dollars or otherwise) needed to implement these solutions, including investments by the Government.

(4) Describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.

(5) The contractor's agreements with suppliers and service providers that reflect access to S&S resources.

(6) Clearly identify any significant investments (dollars or otherwise) required to resolve the problem areas identified under subparagraph (3), or other subparagraphs above, needed to develop S&S capability, including, but not limited to, the following information:

- (i) Why the investment is needed;
- (ii) what will be purchased with the investment;
- (iii) basis for the investment cost;
- (iv) the S&S capability to be gained from the investment; and,
- (v) for investments needed to affect strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.

(7) If the S&S requirements can be easily met with current levels of production, the following information may be provided in lieu of the detailed assessment requested above:

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

L75 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Contracting Officer
Defense Supply Center Richmond
ATTN: DSCR-JKDF
8000 Jefferson Davis Highway
Richmond, VA 23297-5000

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

Companies protesting this procurement may file a protest

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

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

DSCR NOTE:

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

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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.dia.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

- M5 52.213-9001 EVALUATION FACTOR FOR SOURCE INSPECTION DLAD (MAR 2004)**
- M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)**
- M10AA 52.215-9003 SOCIOECONOMIC EVALUATIONS DLAD (OCT 1996)**
- M10F 52.215-9G05 AUTOMATED BEST VALUE SYSTEM DSCR (JUL 2002)**

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

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

(2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances

during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date. The 30 and 60 day offset periods are NOT grace periods.

(3) Business Systems Modernization.

(i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002.

(ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.

(iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, <http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm>. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of 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-OZF (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

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

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

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

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

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

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

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.

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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.

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

(a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are deficient may be rejected. The S&S capability assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.

(b) Acceptable Standard. Acceptable proposals must:

(1) describe a methodology which enables visibility of supplier base resources on a continuing basis;

(2) identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, provide a description of S&S strategies for all items;

(3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;

(4) describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements; and

(5) provide information regarding agreements with subcontractors, suppliers and service providers, if applicable, that reflect access to S&S resources;

(6) identify any significant investment (dollars or otherwise) under (3) or other subparagraphs above, needed to develop S&S capability, with the following information:

- (i) An explanation of why the investment is needed.
- (ii) A description of what items or materials will need to be purchased with the investment.
- (iii) Provide a justification/basis for the investment cost.
- (iv) Identify the S&S capability to be gained from the investment.
- (v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.

(c) Acceptable Standard Commercial. The following standard shall apply in lieu of paragraph (b) for commercial items that are readily available and accessible in sufficient quantities to meet the S&S requirements. Adequate proposals shall:

- (1) provide information to support the rationale for concluding that the S&S items are readily available;
- (2) describe how access to these resources will provide the ability to meet S&S requirements; and
- (3) identify a plan for coordinating distribution and transportation services for meeting S&S requirements

(d) Deficient Proposals. Proposal revisions to correct deficiencies in S&S capability may be addressed during negotiations with offerors determined within the competitive range.

(e) Price. Price(s) associated with S&S items will be evaluated for reasonableness and realism in accordance with proposal analysis techniques specified in FAR 15.404. The total evaluated price associated with a proposal will include S&S prices/costs only to the extent such prices/costs represent:

- (1) the dollar amount that must be obligated or reserved at time of award to implement and or maintain the S&S capability and
- (2) the dollar amount associated with a confirmed requirement to support an actual contingency.

(f) Materially Unbalanced Offers. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract lines is significantly overstated or understated as indicated by application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that lack of balance poses an unacceptable risk to the Government.

M19CC 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM DLAD (DEC 1997)

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

