AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0005	April 23, 2002		

6. ISSUED BY CODE SP0400

Defense Supply Center Richmond
Attn: DSCR-KDA/V. Willcox
8000 Jefferson Davis Hwy.
Richmond VA 23297-5000
(804) 279-4025 e-mail: Virginia.Willcox@dla.mil

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO. SP0430-03-R-0468

X 9B. DATED *(SEE ITEM 11)* October 25, 2002

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc)*. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Ths solicitation has undergone significant revision. The original solicitation, annotated with deletions and revisions, is included as an attachment to this amendment.

The closing date is re-established as May 7, 2003, 2:00 PM local time.

The changes made to the solicitation are summarized on page 2 of this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED

All references to Direct Vendor Delivery (DVD), DVD services, and performance metrics are deleted. Shipments will only be made to DLA stock locations. Appropriate changes to the Statement of Work have been made. The Performance Based Fill Rate Plan has been deleted entirely.

NSNs will be evaluated individually and split awards are expected. To facilitate the evaluation, the NSNs have been prioritized and divided into groups of 100 NSNs. The first such group is listed in the attached spreadsheet. Fixed pricing for the first 100 NSNs is due on the re-established closing date. Pricing may be submitted on any or all of the NSNs. If there are items in the total grouping on which you anticipate submitting pricing but none of those items are included in the first grouping, return the signed amendment with a statement that no pricing will be submitted for the grouping.

Note that the Source Selection criteria have been revised. Submission of a Materiel Management Plan and a Surge and Sustainment Plan are still required. If your initial offer included these plans, resubmission is not required. If revisions are needed due to the changed solicitation terms, such revisions will be made during negotiations.

The general surge requirements are unchanged but the surge population and quantities have changed. The following no longer have surge requirements: item 0256, NSN 4010-00-202-2427; item 0267, NSN 4010-00-222-4490; and item 0372, NSN 4010-00-328-0741. New surge requirements apply to the following: item 0252, NSN 4010-00-194-1217; item 0757, NSN 4010-01-006-5137; and item 1314, NSN 4010-01-305-5920. Due to these changes, the surge line item numbers have been reassigned. (The original supplies item numbers have been retained.) Quantities for several items changed; changed quantities are shown in blue on the Surge worksheet of the Schedule of Supplies spreadsheet.

All delivery orders will specify FOB origin with inspection and acceptance at origin.

Pricing must be submitted electronically using the Excel spreadsheet distributed with this amendment. If the spreadsheet was not received, contact the buyer at (804) 279-4025 or e-mail Virginia.Willcox@dla.mil.

Attachments:

Full text of Provision 52.215-9G05, Automated Best Value System
Solicitation SP0430-03-R-0468 annotated with revisions

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

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

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

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

(3) Business Systems Modernization.

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

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

(iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/sirc/sirc.htm. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMxxx or SPExxx in lieu of SP0xxx (this does not apply to orders issued against non-DLA basic ordering agreements or contracts).

(iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM vendor information center at http://131.70.202.70/j%2d6/bsm/test/vic.htm.

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

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

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

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

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

(b) Using the ABVS score for evaluation.

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

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

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->	RATING	PAGE 1 OF PAGES 50		
2. CONTRACT NO.	3. SOLICITATION NO. SP0430-03-R-0468	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	5. DATE ISSUED 2002Oct25	6. REQUISITION/PURCHASE NO. ARG02029005801

7. ISSUED BY CODE SP0400

Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5327

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception Area (Bldg. 32) until 2:00 PM (Hour) local time 2002Nov26 (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	B. PHONE / FAX (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	V. L. WILLCOX, PCZLC14	(804) 279-4025 / FAX: 5017	Virginia.Willcox@dscr.dla.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8	X	J	LIST OF ATTACHMENTS	36
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X	E	INSPECTION AND ACCEPTANCE	22	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	36
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	H	SPECIAL CONTRACT REQUIREMENTS					

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)	☐ 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: ☐ 41 U.S.C. 2304(c) ( ) ☐ 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.

This solicitation consists of the following documents:

The Request for Proposal (available in electronic form or hard copy)
The Schedule of Supplies (available as an Excel spreadsheet in electronic form only)
Items descriptions (available as an Access 2000 database in electronic form only)

Drawing packages for individual NSNs, when available, will be provided on CD-ROM. Contact Virginia Willcox at (804) 279-4025 or "Virginia.Willcox@dscr.dla.mil" for copies.

Specifications for individual NSNs, when available, must be obtained by prospective offerors from the following locations:

Department of Defense Single Stock Point (DODSSP)
Attn: Customer Service
Building 4, Section D
700 Robbins Avenue
Philadelphia PA 19111-5094

Facsimile: (215) 697-1462

Customer Service: (215) 697-2179/2667

Internet: http://assist.daps.mil
http://www.dodssp.daps.mil

Delete: The Government's objective is to make a single award including the maximum number of NSNs included in the Schedule of Supplies possible. **Replace with:** The evaluation will be on an individual NSN basis; it is expected that split awards will result. This solicitation will result in the award of indefinite quantity contracts with a base periods of three years. The resulting contracts will include an option to extend the term of the contract, in accordance with Clauses 52.217-9, Option to Extend the Term of the Contract, and 52.217-9G13, Option to Extend the Term of the Contract – EPA (both included in Section I of the solicitation). The Government shall give written notice to the Contractor of exercise of any option **delete:** eighteen (18) **replace with:** six (6) months prior to the existing contract expiration period. If the Government exercises an option, the extended contract shall be considered to include this option provision. The total duration of this contract including the exercise of any options under this clause shall not exceed one hundred twenty (120) months. Note that the final sentence in paragraph (a) of Clause 52.217-9G13 is revised to indicate that the option periods will be two (2) two (2) year periods and a final three (3) year period.

Firm fixed pricing will apply for the first year of the base period and an economic price adjustment clause, 52.216-9G40, Economic Price Adjustment (provided in full text below), will apply to the second and third years of the base period and the option periods.

Pricing for the base period, surge items, and first article testing (when applicable) must be provided electronically in the Schedule of Supplies spreadsheet. Pricing submitted in any other format will not be accepted.

NOTES CONCERNING SPECIFIC CLAUSES:

52.246-9G16, Inspection and Acceptance Point (section E)

Delete: Inspection and acceptance point for each item is determined by the Place of Inspection code shown for that item in the Schedule of Supplies.

Replace with: Inspection and acceptance will be at origin.

52.211-9G50, Ordering Office and Time of Delivery (Section F)

"Delivery orders will be issued by Defense Supply Center Richmond (DSCR), Defense Supply Center Columbus (DSCC), and Defense Supply Center Philadelphia (DSCP)..." Note: other ordering offices may be added to the contract by bilateral modification.

Delivery terms will be FOB origin. **Delete:** if inspection and acceptance is at origin. Fast Payment procedures with transportation charges reimbursable will apply to items with inspection and acceptance at destination. Refer to Clause 52.213-1, Fast Payment Procedure.

Delete: Delivery times will be in accordance with Table 3.3.1 of the Statement of Work.

Replace with: Delivery times are specified in the Schedule of Supplies, subject to negotiation.

52.209-1, Qualification Requirements (Section I)

The Schedule of Supplies spreadsheet identifies the items to which QPLs apply. Qualification or test numbers should be inserted in the appropriate column in the Schedule of Supplies.

52.209-3 First Article Approval-Contractor Testing (Section I)

Numbered fill-ins are listed in the table below.

(a) The Contractor shall test __(1)__ unit(s) of Lot/Item __(2)__as specified in this contract. At least __(3)__ calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
(b) The Contractor shall submit the first article test report within __(4)__ calendar days from the date of this contract to __(5)__ marked "First Article Test Report: Contract No. __(6)__, Lot/Item No. __(7)__" Within __(8)__ calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

The balance of the clause and alternate I are incorporated by reference.

CLIN	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
0255	3	4010-00-202-2425	30	*	DSCR-JEPD	TBD	4010-00-202-2425	30
0305	2	4010-00-263-4283	30	*	DSCR-JEPD	TBD	4010-00-263-4283	30
0422	2	4010-00-443-4845	30	*	DSCR-JEPD	TBD	4010-00-443-4845	30
0495	1	4010-00-551-8805	30	*	DSCR-JEPD	TBD	4010-00-551-8805	30
1305	2	4010-01-301-0203	30	*	DSCR-JEPD	TBD	4010-01-301-0203	30
1308	2	4010-01-301-3088	30	*	DSCR-JEPD	TBD	4010-01-301-3088	30
1326	3	4010-01-309-7439	30	*	DSCR-JEPD	TBD	4010-01-309-7439	30

* **Delete:** The contractor will be responsible for determining when First Article Testing must be conducted in order to ensure availability of supplies, based on the contractor's forecasting of demands for the individual NSNs. **Replace with:** Delivery date for required report(s) will be specified in the first delivery order for the NSN requiring testing. Note the revised office symbol in column (5).

52.216-19, Order Limitations (Section I)

(a) **Delete:** minimum order is one (1). **Replace with:** minimum order quantities are specified in the Schedule of Supplies.
(b) (1) the maximum order for a single item (NSN) is **Delete:** $25,000, **Replace with:** $100,000, unless otherwise noted in the Schedule of Supplies. Any maximum order quantity/value inserted in the Schedule of Supplies by offeror(s) is subject to negotiation.
(b)(2) and (b)(3) do not apply **Add:** unless specific limits are included in the offer. Any such limits are subject to negotiation.
(d) "...returned to the ordering office within 15 days after issuance..."

52.216-22, Indefinite Quantity (Section I)

(d) Date when the contractor will no longer be responsible for deliveries will be **Delete:** determined in accordance with Paragraph 4.0, Contract Closeout, of the SOW. Replace with: the latest delivery date cited in orders issued prior to expiration of the contract.

The guaranteed minimum value of the proposed contract is 25% of the estimated value of the base period. The contract maximum is 150% of the estimated value of the base period.

52.217-9G15, Flexible Options (Section I)

The paragraph (a) is revised to state, "This solicitation is for an indefinite quantity with a guaranteed minimum for the three year base period. It also includes three option periods of two years, two years, and three years."

Critical Safety Items

Paragraph 3.2.3.3 of the Statement of Work discusses requirements for Critical Safety Items (CSIs). No items included in the grouping have been identified as CSIs. The SOW coverage is included in case any items in the grouping are identified as CSIs at some point in the future.

The following clause is incorporated:

52.216-9G40 ECONOMIC PRICE ADJUSTMENT DSCR (NOV 1999)

PART A

The prices payable under this contract shall be subject to adjustment on a yearly basis or as otherwise provided below, upward or downward, in accordance with the provisions hereinafter.

PART B

Definitions of terms as used throughout this Price Adjustment Clause:

(a) "Base Unit Price" is the unit price for material included in Section B of the contract. The base unit prices in Section B will be adjusted and modified in accordance with this clause.

(b) "Reference Value" is the Producer Price Index developed by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor on a monthly basis (modified from time to time) and released the following month. The applicable Producer Price Index reference value for price adjustments is identified in Part C of this clause.

(c) "Base Reference Value" is the average index value for the four months prior to the contract award date.

(d) "Final Reference Value" is the average index value for the last four months prior to the month of the adjustment.

(e) "Adjusted Base Unit Price" is the base unit price adjusted in accordance with this clause, rounded to two decimal places.

(f) "Contract Award Date" is the date the contract is signed or the date of the most recent modification adjusting the base unit price under this clause.

PART C

(a) Reference Value Tabulation:

COMMODITY	BLS TABLE NUMBER	BLS CODE NUMBER	INDEX BASE YEAR
Aircraft Parts and Auxiliary Equipment, N.E.C.	6	1425	1985

Continued on page 6.

(b) Price adjustment shall be as follows: At the end of each year of contract performance, the base unit price shall be increased or decreased by the percentage difference in the "Base Reference Value" and the "Final Reference Value" computed as follows:

Adjusted Base Unit Price =
(FINAL REF VALUE/BASE REF VALUE X BASE UNIT PRICE)

(c) Each price adjustment becoming due under the provisions of this clause shall be made effective with the prompt issuance of a contract modification by the Contracting Officer.

(d) Total increase in base unit price is limited to 10 % (percent) per year. In the event that U.S. Department of Labor discontinues determination or alters the method of computation of an index identified herein, the parties shall agree upon an appropriate substitute or adjustment.

(e) If the Contracting Officer determines that the index consistently or substantially fails to reflect market conditions, the Contracting Officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified in the contract beings to consistently and substantially fail to reflect market conditions.

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.

SECTION B

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

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

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

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

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

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

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

(a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.

(b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

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

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

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

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 7 option years. See DSCR Clause 52.217-9G13 (Section I).

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.

SECTION C

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

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

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

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

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

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

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

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

Defense Supply Center, Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-RZP, Chawn Harris
8000 Jefferson Davis Highway
Richmond, VA 23297-5516
(Phone: (804) 279-5953)

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

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

EDI/Y2K Point(s) of Contact: _____

Phone Number(s): _____

Value Added Network (VAN): _____

ISA07 Qualifier: _____

ISA08 identifier: _____

GS03 Identifier: _____

STATEMENT OF WORK

Aircraft Control Cables and Related Hardware and Accessories

Supply and Logistics Support Contract
September 16, 2002 revised April 22, 2003

1.0 SCOPE OF WORK.

This Statement of Work (SOW) defines the effort required to create and implement a seamless, streamlined long term contract, to improve logistics support for a variety of aircraft control cables and related hardware and accessories, including but not limited to wire rope, pulleys, and fittings. The contract will implement a concept undertaken by the Defense Logistics Agency (DLA) to reduce total ownership costs, decrease Department of Defense (DoD) inventory, and improve product quality. The contract establishes a partnership agreement among a third party contractor, DLA, and primary customers. **Delete:** The contract provides integrated logistics support that applies to the entire logistics pipeline that includes worldwide Direct Vendor Delivery (DVD) services. The contractor will facilitate sharing of maintenance-forecast data and other relevant logistics information as described in the SOW. The contractor shall function as a source of supply for National Stock Numbers (NSNs) identified in the Schedule of Supplies and arrange for their receipt, storage, packaging, and transportation. The contractor will coordinate and synchronize its logistics and production processes to provide a predictable, reliable, supply of parts to meet normal, as well as contingency (surge and sustainment) requirements. The contractor's information technology systems will interface with DoD legacy systems in an electronic commerce and/or electronic data interchange (EC/EDI) environment and adapt to any changes made in DoD's systems.

1.1 Addition/Deletion of Items.

1.1.1 Addition of Items.

1.1.1.1 The following classes of items may be added to this contract, by bilateral modification:

a) Replacements for obsolete items.
b) Replacement items that result from safety, design or other modifications to items previously included in the contract.

1.1.1.2 If the contractor is the successful offeror on any future solicitation(s) for groups of items with the same performance requirements, those items may be added to the contract unilaterally in lieu of issuing a separate contract.

1.1.1.3 Items added to the contract will be priced in accordance with an agreed upon pricing methodology.

Delete: 1.1.1.4 Delivery of the first production lot for an item added to the contract will be required within one production lead-time for that item. Subsequent orders will be required within the Contractor Performance Time (CPT) metrics identified in the SOW.

1.1.2 Deletion of Items.

1.1.2.1 The following classes of items may be deleted from the contract:

a) Obsolete items may be deleted from the contract by bilateral modification. The contractor will identify replacement items, which may be added to the contract under paragraph 1.1.1 (a).

b) If the competitive nature of an item changes during the contract term, either by an item available competitively at the item of award becoming sole source or an item that is sole source at the time of award becoming competitive, the Government may delete the item by unilateral modification.

1.1.2.2 The contractor shall continue to honor orders for items until issuance of the modification that deletes them, or for any duration specified by that modification. The Government may draw down contractor inventory before ordering the deleted items off another contract. The modification deleting those items will specify the draw down period.

1.1.2.3 Deletion of items under this provision will not be actionable under the Termination for Convenience provision of this contract.

1.2 Sites. Delete: Logistics support will be provided to worldwide customers. **Replace with:** Deliveries will be to DLA stock locations.

1.3 Utilization of Government Owned Inventory. The Government does not anticipate transferring management of items in DLA stock to the Contractor. The Government will utilize existing assets to satisfy requirements until these assets are exhausted by attrition or at specified safety levels. The Government may reduce excess inventory in accordance with DLA's Inventory Reduction Plan. As the DLA assets become exhausted, delivery orders (DOs) will be transmitted to the contractor, who shall assume the responsibility for maintaining the necessary pipeline. **Delete:** The contractor is expected to have monitored these asset positions and be able to fill requisitions when the DLA assets are exhausted.

1.4 Transition and Execution Phases.

1.4.1 Transition Phase.

1.4.1.1 The contract will become effective on the Date of Award. The first 90 days after award will constitute the transition phase. The contractor's information technology system(s) shall be fully integrated with the Government system(s) not later than the 60th day of the transition phase. The final 30 days of the transition phase will be used to test system(s) interface between the contractor and the Government. (Reference Clause

52.211-9G33-POPS-Computer Compatibility address EDI Access and the Paperless Ordering Placement System (POPS). **Add:** Manually generated delivery orders may be issued during the transition phase.

1.4.1.2 Also during the transition phase, the contractor shall begin, and to the extent possible, complete, any pre-production testing requirements for the NSNs to be supplied under the contract if the contractor's forecasting indicates demands for the item will exist during the base period of the contract. See paragraph 3.2.3.6 for additional requirements for pre-production testing.

1.4.2 Execution Phase. The execution phase will begin upon completion of the transition phase. The contractor will accept responsibility for contract performance on the execution start date. Contractor support of NSNs will be phased-in based upon attrition of current DLA stock. The contractor shall support worldwide demands after attrition of DLA stock. **Delete:** Performance metric calculations shall begin the fourth month after contract award. The Contractor's performance measured from days 120 through 365 will be for government review purposes only. Contractor performance for incentives shall be measured at full contract support, which will be the 366th day of the contract.

2.0 APPLICABLE DOCUMENTS.

2.1 Department of Defense Standards:

- DoD 4000.25-1-M, Military Standard Requisitioning and Issue Procedures (MILSTRIP), (change 4, 12 Jun 1990)
- DoD 4000.25.2-M, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP), (change 4, 15 Apr 1996)
- DoD 4140.1-R, DoD Material Management Regulation
- DoD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP)
- DLA Customer Assistance Handbook
- DLAM 4130.3, VOL II, Part 12, App. A44 and A50, Rights in Data, Quality Product List
- DLAH 4140.2, VOL II (Part 1) A-47 Standard Automated Material Management Systems Codes
- DLAR 4145.7 Packaging of Materiel
- DoD Hazardous Material Information System (HMIS)

2.2 Non-Government Standards and Other Publications:

- American National Standards Institute (ANSI) X12 (3050 Implementation Convention)
- International Organization of Standards (ISO) 9001:2000 Quality Systems or higher
- ASTM-D395
- General Services Administration (GSA) Contract GS-23F-9656D or superceding contract (Continental United States (CONUS) Transportation)
- GSA Contract F11626-98-D-0032 or superceding contract (World-Wide Express (WWX) Transportation)

3.0 REQUIREMENTS.

3.1 General. The contractor will provide logistics support for the NSNs set forth in this contract. **Delete:** Logistics support under this contract is defined as forecasting, acquisition, storage and materiel management, distribution, administration (i.e. billing, status, and management reports) and general business associated with meeting the requirements of the contract. **Replace with:** Logistics support under this contract is defined as acquisition or manufacture of supplies, storage and materiel management, distribution, administration (i.e. billing, status, etc.) and general business associated with meeting the requirements of the contract. The contractor will be responsible for operating a process-wide paperless system; eliminating redundancies and simplifying procedures; removing the constraints of the current procurement process for buying spare parts; and providing a cost-effective method of operation. **Delete:** the contractor will be given access to DLA historical data for use in forecasting. However, the contractor shall independently assess the usefulness and accuracy of the data provided and determine how much to rely on this data.

Delete without replacement: 3.1.1 Program Management Review (PMR) Meetings. The contractor shall coordinate PMR agenda/action items with the DSCR Acquisition Support Division (DSCR-KB) to schedule PMR meetings. PMR meetings will be held semi-annually. The contractor shall prepare actions of PMR meetings, including a brief summary of each major subject discussed, identifying all agreements achieved, and items that require further coordination or action. These minutes shall be submitted to the Contracting Officer and the DSCR-KB Program Manager within ten (10) days after the PMR.

3.2 Materiel Management. DLA will serve as the central clearinghouse to edit and process requisitions from customers to the contractor. The primary means for customers to submit orders to the contractor is through DLA via MILSTRIP. The MILSTRIP ordering process will minimize exception processing and assure compatibility with government legacy systems.

Delete without replacement: 3.2.1 DVD Services. The contractor is responsible for a complete range of service to support the DVD effort that includes: forecasting, purchasing, inventory management, quality control, receipt, storage, packing and transportation of specified parts required to support customer requirements.

Delete without replacement: 3.2.2 Forecasting. The contractor shall produce material forecasts to meet short-term needs and long-term expectations. The contractor forecasting capability shall be adequate to determine the amount of inventory the contractor may want to maintain to satisfy the order fulfillment and performance requirements of the contract. The forecast system shall predict the full range of the demand curve for manufacturing, purchasing, and inventory, to meet the demands of the customer while maintaining effective inventory practices. The contractor will have access to DoD systems and DLA demand history to assist its forecasting.

3.2.3 Technical/Quality Requirements.

3.2.3.1 The contractor will be responsible for reviewing all items and providing updates to technical and quality information to the appropriate Defense Supply Center (DSC), so the DSC(s) can maintain the most current technical, packaging and quality Contracting Technical Data File (CTDF) information. The contractor shall furnish parts that conform to the Engineering Support Activity (ESA) approved configuration requirements/revision. All Engineering Change Proposals (ECPs), Engineering Change Orders (ECOs), variations, deviations and/or changes shall be submitted to the Contracting Officer to obtain approval from the ESA (See clause 52.246-9G36, Configuration Control). For sources of supply that are not approved by the ESA to manufacture/repair NSNs, the contractor must submit applicable documentation to the Contracting Officer to obtain ESA approval prior to Government acceptance of those manufactured parts. Submission of a request for approval of a source does not alleviate the contractor of the responsibility of supporting the item within the prescribed metrics.

3.2.3.2 The contractor will maintain strict quality standards for all NSNs. Quality control of the contractor's supplier base shall be managed in accordance with the ISO 9001:2000 certified quality program (or equivalent). The contractor will comply with and will extend to its sub-contractor(s) all technical, packaging, and quality requirements for every NSN under the contract. The contractor will be provided read only access to the Standard Automated Material Management System (SAMMS) and shall be responsible for complying with current Acquisition Item Description (AID) changes and updates cited in the Contract Technical Data File (CTDF). Specific requirements applicable to each NSN are cited in the Schedule of Supplies and the Quality Matrix included in the contract.

3.2.3.3 Special requirements apply to items identified in the Schedule of Supplies as Critical Safety Items (CSIs). These items are subject to clauses 52.211-9005, Conditions for Evaluation and Acceptance of Offers for Critical Safety Items; 52.211-9006, Changes in Contractor Status, Item Acquired, and/or Manufacturing Process/Facility – Critical Safety Items; and 52.211-9007, Withholding of Materiel Review Board (MRB) Authority – Critical Safety Items.

3.2.3.4 All items identified, as Flight Safety Critical Application Parts (FSCAP) shall be acquired in accordance with DoD Material Management Regulation, DoD 4140.1-R. FSCAP items will be coded with a Flight Safety Indicator (FSI) of "Y" in the quality matrix. The Contractor shall be responsible for obtaining the block of serial numbers from the ESA for all FSCAP that require serialization marking. The Procurement Item Description (PID) and quality matrix shall be utilized to ensure full compliance with all Government regulations and policies.

3.2.3.5 In accordance with FAR clause 52.211-5, Material Requirements; any requests to fulfill requirements with surplus material shall be submitted to the Contracting Officer for evaluation and determination. All requests shall be submitted in accordance with DLAD

clause 52.211-9000, Surplus Material. Surplus material that is accepted will require Government Quality Assurance inspection in accordance with a special Quality Assurance Provision (QAP), to be provided by the Contracting Officer. The contractor must submit any requests far enough in advance as to not affect required delivery performance. Contractor will not be relieved of the required delivery performance on the delivery order while the Government evaluates the request. Surplus material will not be acceptable for any NSNs designated as Flight Safety Critical Application Parts or Critical Safety Items.

3.2.3.6 As stated in paragraph 1.4.1.2, pre-production testing for items with forecasted demand during the base period should begin during the transition phase. For any other items requiring pre-production testing, it will be the responsibility of the contractor to determine, based on its forecasting, when the testing must be conducted in order to ensure supplies will be available when demand for the items is forecasted to begin. Specific test sample/test report delivery requirements for individual NSNs will be cited in the Schedule of Supplies. The testing requirements will be priced separately in the Schedule of Supplies and it will be the responsibility of the contractor to notify the Contracting Officer when delivery orders for the testing requirements must be issued.

Delete without replacement: 3.2.4 Requisitions – General. All customers will continue to submit requisitions through normal MILSTRIP processes. The DSCs will code the applicable NSNs into the Paperless Ordering and Placement System (POPS), EDI, and/or take other steps so the requisitions from designated customers will either be directly shipped from DLA assets (including any redistributed assets) or result in an American National Standards Institute (ANSI) X12 850 Purchase/Delivery Order (DO) EDI transaction to the contractor's system for appropriate action. There will be two categories of priority designator codes applicable to delivery orders: 1) routine and 2) expedited. If sufficient stock is not readily available, the DLA system will split the shipment and ship the quantity available.

Delete without replacement: 3.2.4.1 Routine Priority. Routine level of service is defined by the MILSTRIP priority designator code of 04 to 15. All routine requisitions shall be upgraded to expedite upon notification by the Contracting Officer. Routine requirements shall be shipped in accordance with the performance metrics as defined in the SOW.

Delete without replacement: 3.2.4.2 Expedited Delivery Orders.

Delete without replacement: a) High Priority: Expedited level of service is defined by the MILSTRIP priority designator code of 01, 02, and 03. High priority requisitions shall be shipped in accordance with the performance metrics as defined in the SOW. The contractor shall provide services required to meet special conditions outside the normal operation conditions such as Non/Partial Mission Capable Supply and Casualty Reports when notified by the Contracting Officer.

Delete without replacement: b) Emergency Orders: The contractor shall respond to emergency orders 24 hours a day, seven days a week. Emergency orders will be identified to the contractor by the Emergency Supply Operations Division (ESOD) at the

applicable DSC or the Contracting Officer. Expedited level of service shall be defined as the service required to satisfy emergency status situations, such as work stoppage, deployment, Aircraft on Ground, and requirements to include document identifier AOE/5 transactions submitted via facsimile or email outside of the POPS system. Shipments shall be processed within 24 hours and marked for overnight delivery. Although 24-hour delivery is required, for metrics tracking purposes, emergency delivery orders will be included in the high priority category.

Delete without replacement: 3.2.4.3 Upgrading Requisitions. Upon notification by the Contracting Officer, the contractor will upgrade the delivery time for delivery orders from routine to expedited. Although expedited delivery is required, for metrics tracking purposes, the delivery orders will remain in the routine category.

3.2.4.4 Cancellations. Written requests for delivery order cancellations will be sent to the contractor electronically via Internet, e.g., email. Within four working days after receipt of a request for cancellation, the contractor shall inform the Government if there will be any cancellation costs on the order. If applicable, the contractor shall provide the Government with the actual cancellation cost for the order within seven days of the initial request for information.

Delete without replacement: 3.2.4.5 Initial Backorders. Requisitions for NSNs covered by this contract, which DLA cannot fill at the time of award with existing inventory or anticipated deliveries from other contracts, will be passed to the contractor as DOs. These DOs will be exempt from the performance metrics and delivered within the contractor's Production Lead-Time (PLT).

Delete without replacement: 3.2.5 Contractor Progress, Status and Management Report. The contractor shall provide a monthly report (This should be part of the contractor's web site. Refer to paragraph 3.6) detailing the following:

- Progress and plan of action with respect to identified and agreed to problem areas.
- Delivery performance statistics (CPT, Time on Backorder (TOB)) DSC Richmond (DSCR) will provide statistics to the contractor.
- Backorder management actions (orders exceeding CPT).
- Returns due to quality complaints.
- Known Mission Capability status incidents.
- Management initiatives to continually improve program performance.
- Forecasted materiel shortfalls and corrective actions.
- Production Administrative Lead-Time (PALT).

Delete without replacement: 3.3 Performance Metrics. Performance will be evaluated by metrics, which measure delivery performance. Performance metric calculations will be tracked on a monthly basis. Contractor performance will be measured as specified in paragraphs 3.3.1 through 3.3.3.

Delete without replacement: 3.3.1 Contractor Performance Time (CPT). This measure is concerned with product delivery performance. CPT is applicable to all delivery orders except for the exclusions listed below. It measures total time from the

date of EDI 997 to the date the total order quantity is shipped by the contractor based on the EDI 856. This metric shall apply to each requisition individually. The CPT measurement will be the primary basis for determining contractor's performance incentives. Those orders not shipped within the prescribed CPT goal will be considered backordered against the contractor. Specific instructions for calculating the CPT are provided in the Performance Based Fill Rate Plan.

Delete without replacement: Table 3.3.1 Contractor Performance Time

CPT Metrics	Routine		High Priority	
Months After Award Date	**Days to Ship**	**% of DOs Meeting Metric**	**Days to Ship**	**% of DOs Meeting Metric**
Effective 120th day through 180th day after award	20	85	10	85
Effective 181st day through 365th day after award	15	90	5	90
Effective 366th day after award	5	95	2	95

Delete without replacement: 3.3.2 Exclusions to CPT.

a) Foreign Military Sales (FMS) orders

b) Manual DOs.

c) Initial DOs for NSNs added to the contract will be required as stated in SOW paragraph 3.2.4.6.

Delete without replacement: 3.3.3 Time on Backorder. This is a measure of contractor performance to resolve backorders. For purposes of this metric, a backorder is defined as any open DO exceeding the CPT metric. The contractor will conduct daily reviews of customer backorders and expedite delivery to the maximum extent possible. The order of backorder release should adhere to Uniform Materiel Movement & Issue Priority System (UMMIPS) criteria based on factors of requisition priority, RDD, and age. Time on backorder measures maximum time (in days) for open orders exceeding the CPT metric. The backorder measure starts after the CPT metric has expired. This metric shall apply to each DO individually. In order for the contractor to meet the TOB, the backorder shall not exceed the maximum days shown in Table 3.3.3. Specific instructions for calculating the average TOB are provided in the Performance Based Fill Rate Plan.

Delete without replacement: Table 3.3.3 Time on Backorder

Time on Backorder	Maximum Days
Effective 120th day through 180th day after award	45
Effective 181st day through 365th day after award	35
Effective 366th day after award	26

3.4 Packaging Requirements. **Delete:** Commercial packaging in accordance with ASTM-D3951, with MIL-STD-129 markings is required for Continental United States (CONUS) shipments from the contractor directly to the customer. Higher-level packaging requirements in accordance with MIL-STD-2073 apply in the following situations:

- Outside the Continental United States (OCONUS) shipments
- Foreign Military Sales (FMS) shipments through a freight forwarder
- Shipments through a Consolidation and Containerization Point (CCP) military distribution system
- Hazardous material, as cited in the AID or in the Quality Requirements Matrix

Note: All items shall be marked in accordance with MIL-STD 129. Hazardous items and shelf life items, as cited in the Quality Requirements Matrix or in the AID, shall be marked in accordance with and MIL-STD 129 and clauses cited in the appendix to the matrix. Packaging requirements will be relaxed to ASTM-D3951 when the MIL-STD-2073 includes a statement in the AID providing this authorization for the NSN. The Quantity Unit Pack (QUP) is specified in MIL-STD-2073 and the Unit of Issue (UI) is specified in each DO. The contractor is required to package material in accordance with these requirements.

Replace with: All shipments will be packaged and marked in accordance with the MIL-STD 2073 and MIL-STD 129 requirements cited in the item descriptions provided in the Access database.

3.5 Transportation. The contractor shall consolidate shipments to the same destination with the same priority grouping whenever possible while meeting the established performance metric assigned to the items.

3.5.1 CONUS Transportation. For **Delete:** priority and routine shipments, with a gross shipping weight of 150 pounds or less within the CONUS the contractor shall arrange shipment against the GSA contract GS-23F-9656D (or superceding contract). For all CONUS shipments, **Delete:** routine or priority, with a gross shipping weight of over 150 pounds or a bulk size exceeding 119" in length and 165" in length and girth combined, the contractor shall contact Defense Contract Management Agency (DCMA) and utilize commercial transportation channels and existing guaranteed traffic contracts for freight shipment.

Delete without replacement: 3.5.2 OCONUS Transportation. For all priority requisition shipments with a gross shipping weight of 150 pounds or less OCONUS the contractor shall arrange shipment against the WWX contract F11626-98-D-0032 (or superceding contract). For all routine shipments with a gross shipping weight of 150 pounds or less OCONUS, the contractor shall utilize the GSA contract and ship to the appropriate Consolidation and Containerization Point (CCP) as designated in MILSTAMP. For all shipments with a gross shipping weight of over 150 pounds or a bulk size exceeding 119" in length and 165" in length and girth combined, the contractor shall contact DCMA and utilize commercial transportation and existing guaranteed traffic contracts for freight shipment.

Delete with out replacement: **Note:** Exceptions to the use of the WWX contract are FMS (which are identified by a Department of Defense Activity Address Code (DODAAC) beginning with a D, P, B, K or T) and OCONUS Army shipments (which are identified by DODAACs beginning with a W). All FMS shipments shall be directed to a CONUS freight forwarder and be coordinated with DCMA prior to shipment. FMS shipments to the freight forwarder shall be made via the GSA contract. All OCONUS Army shipments (routine and priority) must go through the appropriate CCP as designated in MILSTAMP.

Delete without replacement: Table 3.5 Transportation Requirements.

Shipment Size	Type of Shipment	Shipment Vehicle
150 lbs. & under CONUS	**Priority & Routine**	**Ship via GSA contract to customer**
150 lbs. & under OCONUS	**Routine**	**Ship via GSA contract to CCP**
150 lbs. & under OCONUS	**Priority**	**Ship via WWX contract to customer**
Over 150 lbs.	**Routine & Priority**	**Contact DCMA for carrier assignment**

Delete with out replacement: 3.5.3 High Priority Transportation. Premium transportation is authorized for all high priority and emergency orders as specified in this SOW.

3.5.4 Transportation Billing. Transportation costs shall be billed against a DLA accounting code and these costs will not be incurred by the contractor or paid against this contract. Reimbursement will not exceed current government rates; nevertheless, the contractor shall be solely responsible for ensuring cost effective, safe, timely, traceable delivery to the destination.

3.5.5 Transportation Records and Oversight. The contractor shall maintain comprehensive records of all shipments including the transportation control number, date of shipment, weights, destinations, and delivery order number. Transportation arrangements and use of the DLA account number will be monitored by DCMA to ensure the specified requirements are met. The Government reserves the right to audit the transportation costs and records as necessary. Any disagreement between the contractor and the Government on transportation costs are subject to final decisions by the Contracting Officer subject to the limitation of the Disputes clause.

3.6 System Interface and Integration. In accordance with Clause 52.211-9G33-POPS-Computer Compatibility, the contractor shall establish interface with DLA's SAMMS and Defense Automated Addressing System (DAAS). These interfaces will be for purposes of gaining advance notice of requirements by screening outgoing requisitions, electronic invoices and/or receipt transactions processing, establishing two

way communication for logistics and management information and to develop requirements forecasts.

Delete without replacement: 3.7 Performance Tracking. The following EDI transactions are required: 1) The Purchase/Delivery Order (850) will be processed through the appropriate DSC. 2) The Functional Acknowledgement (997) transaction will show that the contractor has received a document and will establish the order issue date. 3) The Shipment Notice (856) will identify the order shipment date of the total quantity. The Functional Acknowledgement (997), confirming receipt of the 850. and Shipment Notice (856) transactions will be used to track performance metrics. DLA will utilize the Enterprise Linked Logistics Information Source (ELLIS), a performance metrics-tracking program, to measure the contractor's performance.

Delete without replacement: 3.8 Contractor's Inventory Visibility.
Provide access to the contractor inventory, by NSN, part number, delivery order number, or requisition number.

Deleted without replacement: 4.0 Contract Closeout.

Contract closeout is the period before the expiration of the contract on its own terms or execution of one of the termination clauses on the contract. During contract closeout, DLA reserves the right to place delivery orders for materiel to cover logistical support for the period necessary for DLA to resume management or transfer management to another contractor. DLA will consider the procurement and administrative lead times to obtain parts in addition to asset balances and forecasted demand in determining whether or not to place these types of orders. Forecasting information from the contractor shall be made available to the Contracting Officer for this purpose. Just as support was transitioned to the contractor during the initial implementation, the process will be reversed at contract closeout. DLA will coordinate the option of a reverse attrition of parts that the contractor has laid into inventory or where commitments have been made provided the acquisition of parts by DLA does not exceed the reorder point (ROP) or review level (RL) calculations. ROP/RLs designate the quantitative point at which replenishment action must be initiated to ensure continuous supply support. The development of a NSN attrition plan will be coordinated and implemented within 90 days before contract closeout starts. Closeout will begin eighteen months prior to anticipated expiration of the contract. If the Government chooses to draw down the contractor's inventory at the end of the contract, the Government will agree to pay service costs associated with holding inventory during attrition (e.g., labor, holding costs, insurance, shipping, etc.). Prices for the associated NSNs shall be those listed in the Schedule of Supplies for the current contract year.

Delete without replacement: 4.1.2 If the contractor fails to perform at an acceptable level, based on the performance metrics includes in the Variable Service Fee Plan, the Contracting Officer may elect to change the procurement method to stock shipments with lead time away delivery without interruption of ordering. Price and delivery of stock delivery orders will be subject to negotiation with the existing DVD pricing serving as a

"not to exceed" price for any stock delivery orders issued prior to completion of negotiations. No service fee will apply to delivery orders to stock.

5.0 SURGE AND SUSTAINMENT REQUIREMENTS .

Surge and Sustainment (S&S) Capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using production and supplier base capabilities, in support of a broad spectrum of possible DoD 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. The increased quantity/accelerated delivery requirements are above and beyond normal peacetime requirements. The contractor's responsibility for S&S items will be phased in as DLA stock is exhausted. The Government will notify the contractor when S&S support is required.

Surge requirements only apply to items identified as having surge requirements in the Schedule of Supplies. The schedule includes the NSN and quantities required, broken down in 30-day increments. The contractor will be responsible for the following:

- Surge Capability Report – How the contractor is going to fulfill the S&S requirements.
- Test Plan – Recommendations from the contractor on how it's S&S capabilities can be tested.
- Testing of S&S Capabilities – A test will be performed to ensure the contractor's S&S capabilities are sufficient.
- S&S Testing Reports – An overview of the outcome of the test and everything that was affected by the S&S contingency.
- S&S Changes and Additions – Any additions will be made through bilateral contract modifications.
- Surge Limitations – The Government has the right to take any action necessary to obtain S&S requirements from other sources if the contractor cannot fulfill the requirements.

SECTION D

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

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

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

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

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

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

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.
OCONUS shipments
FMS shipments
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

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

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

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

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

~~D03 52.211-9008 BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY SHIPMENTS DLAD (DEC 2001)~~

SECTION E

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

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

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

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

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

DSCR NOTE to 52.246-11:

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

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

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

[ ] An existing system modeled after
[ ] MIL-I-45208 or
[ ] MIL-Q-9858
and not previously determined insufficient for the Government's purpose.
THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC STANDARDS.

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

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

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

E6 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

E7 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E9A 52.246-9003 MEASURING AND TEST EQUIPMENT DLAD (JUN 1998)

E9B 52.246-9004 PRODUCT VERIFICATION TESTING DLAD (JUN 1998)

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

Inspection point: [ ] Destination [X] Origin

Acceptance point: [ ] Destination [X] Origin

E15 QUALITY ASSURANCE PROVISION

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

Quality Requirements Matrix

This matrix provides definitions for codes and specifies which clauses apply to each quality requirement. Clauses are applicable to the extent that the requirement applies and are self deleting when they do not apply. The DSCR tables referenced are shown in the Access Database of Item Descriptions.

Field	Applicable Clauses	Reference
Configuration Control	52.246-9G36	DSCR Tables A0043 and/or A1041
Critical Item	52.208-9G01 252.223-7004 52.217-9G04	Place of Inspection code of C (see below)
Critical Safety Item	52.211-9005 52.211-9006 52.211-9007	(Y)es, blank = No or undetermined DSCR Table ZQA03
First Article Test	52.209-3 Alt. I 52.209-4 Alt .I 52.209-9G03 52.209-9G04 52.209-9G05 52.246-15	DSCR Tables F0022 or F0047 or requirement identified in AID (applies to items 0274, 0324, 0441, 0514, 1192, 1352, 1328, and 1346).
Export Control	52.209-9G08	DSCR Table A0022
Flight Safety Item	52.217-9G04	Y(es) or N(o), blank = No
Higher Level Quality	52.246-11	Requirement is identified in text of QAPs.
Measuring and Test Equipment	52.246-9003	DSCR Table CQC04
Place of Inspection	52.213-1 252.246-7000	1 = origin inspection 2 = destination inspection C = critical and origin inspection
Product Verification Testing	52.246-9004 52.246-9G35	DSCR Tables CQC05 and EQC05
Quality Assurance Provisions (QAPs)		Access QAPs via HYPERLINK http://www.dscr.dla.mil/qap/qaps.htm http://www.dscp.dla.mil/gi/prod_services/qap home.htm For DSCC see DSCC Quality Control Codes (QCCs) below.
Quality Product List	52.209-1	http://www.dlaps.hq.dla.mil/SR2.htm DLAM 4130.3, VOL II, part 12, App. A44 and A50

		QPL items are identified in the Schedule of Supplies
Rights Guard	DSCR Note 27-1 52.227-9G05	DSCR Table A0647
Unit of Issue		http://www.supply.dla.mil/CustomerHandbook/index.asp (Customer Assistance Handbook, page II-45) DoD 4100.39-M, VOL: 10, Table 53

APPLICABLE DOCUMENTS: The following documents are applicable to the SOW or the Quality Matrix.

For Department of Defense (DoD) Publications: http://web7.whs.osd.mil/dodiss/publications/pub2.htm

For the DLA Customer Assistance Handbook: http://www.supply.dla.mil/CustomerHandbook/index.asp

For the Defense Logistics Agency (DLA) Publications (DLAM, DLAH, and DLAR): http://www.dlaps.hq.dla.mil/SR2.htm

DoD Hazardous Material Information System (HMIS): http://www.dlis.dla.mil/hmis

Military Standards: http://astimage.daps.dla.mil/quicksearch/ (Type standard number in field entitled "Document Number".)

American National Standards Institute: http://web.ansi.org/

SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

(b) The permissible variation shall be limited to:

00 % (Percent) Increase 00 % (Percent) Decrease

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

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

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

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

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

	STOCK	DVD
FOB Destination	Delete N/A days	Delete 2or5 days
FOB Origin	N/A days	2or5 days

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

Delivery times are in the Schedule of Supplies

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

~~F22 52.225-9G01 FMS SHIPMENT BY TRACEABLE MEANS DSCR (FEB 1996)~~

~~Foreign Military Sales (FMS) items require shipment by traceable transportation means. DO NOT ship via U.S. Postal Service unless addressed to an APO/FPO.~~

~~F23 52.225-9G02 FMS SPECIAL INSTRUCTIONS DSCR (MAR 1996)~~

~~(a) Pay special attention to shipping procedures and~~ Foreign Military Sales (FMS) marking requirements prescribed in MIL-STD-129. (For petroleum products, MIL-STD-290E applies in lieu of MIL-STD-129.)

(b) The 'FMS CASE NO.' shall be included on all shipping documents (to include the DD Form 250) and shipping containers. The VALUE OF THE SHIPMENT must also be on the documents (to include the DD Form 250). This information is necessary in order to obtain clearance from U.S. Customs.

(c) Contractors shall refer to DD Form 250 preparation instructions in Appendix F of the DoD Federal Acquisition Regulation Supplement (DFARS). Special FMS instructions apply ~~for Blocks 17 and 19.~~

~~F27 52.225-9G06 FMS - FOB ORIGIN (SMALL PARCELS) DSCR (JAN 1996)~~

~~Shipment will be made FOB Origin with transportation charges added as a separate item on the contractor's invoice.~~

Small parcels will be shipped via United Parcel Service (UPS) or Federal Express Corporation (FEC) (or other small package service). ~~NOTE: SHIPMENT BY U.S. POSTAL SERVICE (PARCEL POST) IS NOT AUTHORIZED FOR FMS.~~

F28B 52.242-15 STOP WORK ORDER (AUG 1989)

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

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

DSCR NOTES:

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

[ ] Defense Supply Center,Richmond 1 CY
8000 Jefferson Davis Highway
Directorate of Business Operations
ATTN: Inventory Control Manager
Richmond, VA 23297-5862

[ ] OTHER: NO. CY(s)

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

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

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

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.

EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250. This option applies only to those delivery orders that specify Fast Pay. DSCR (DEC 1991)

F32 52.247-29 F.O.B. ORIGIN (JUN 1988)

~~F36 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)~~

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

F42 52.247-61 F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS (APR 1984)

F42B 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)

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

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SECTION I

I2	52.202-1	DEFINITIONS (DEC 2001)
I4	52.203-3	GRATUITIES (APR 1984)
I5	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
I7	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
I8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I9A	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
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)
~~I13F~~	~~52.203-9G03~~	~~CONFLICT OF INTEREST AND NON-DISCLOSURE DSCR (OCT 1999)~~

(a) For purposes of this clause:

(1) 'Contractor' shall mean the firm signing this contract and its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor or assignee of the Contractor.

(2) 'Affiliates' means employees, directors, partners, participants in joint ventures, parent corporation subsidiaries, any entity into or with which the Contractor may subsequently merge or affiliate, any other successor or assign or the Contractor, and prime subcontractors.

(3) 'Financial interest' is an interest owned by the Contractor, as previously defined, and the spouse or minor children of any employees, officers, directors or partners of the Contractor. The term 'financial interest' includes any current or contingent ownership, equity, or security interest in real or personal property or a business and may include an indebtedness or compensated employment relationship. It includes, for example, interests like stocks, bonds, partnership interests, fee and leasehold interests, mineral and other property rights, deeds of trust and liens, and extends to any right of purchase or to acquire any such interest, such as stock options or commodity futures. It also includes service, with or without compensation, as an officer, director, trustee, general partner or employee of any person, including a nonprofit entity, whose financial interests may be imputed to the Contractor and the spouse or minor children of any employees, officers, directors or partners of the Contractor.

(b) The Contractor warrants it does not have and agrees to avoid any actual or potential conflicts of interest that may affect its ability to act impartially and not give preferential treatment to any individual or entity. The Contractor shall not participate in any matter in performance of this contract in which it has any financial interest if such participation will have a direct and predictable effect on that interest.

(c) Contractor agrees, because of the nature of the work it will perform under this contract, there is an inherent conflict between its role in performing that work and subsequently competing on or consulting with others on any acquisition resulting, in whole or in part, or related to the work performed under this contract. The Contractor ~~is prohibited from participating in any capacity, either~~ directly or indirectly, as a prime contractor, subcontractor, or consultant, on any contracts, subcontracts, offers, bids or other acquisitions related to the work performed under this contract.

(d) Before beginning work under this contract and on each anniversary thereof, the Contractor shall provide to the Contracting Officer, for itself and for each of its affiliates, a statement concisely describing any financial interests of the Contractor or its affiliates. The Contracting Officer, with legal counsel, will review this statement to decide whether there are any actual or potential conflicts of interest between the Contractor's or affiliates' financial interests and performance of this contract. Should there be any such conflicts, the Contracting Officer, in consultation with but not necessarily the approval of the Contractor, may take any reasonable steps necessary to avoid or remove any interest that diminishes the Contractor's capacity to give impartial, sound, and objective assistance and advice. Included among those remedies, the Contracting Officer shall not permit the contractor or any of its affiliates to work directly on any matter for which there is or may be a conflict of interest. The necessity to take corrective action does not relieve the Contractor of its obligations under the contract. The Contracting Officer also may, upon the Contractor's breach of its warranty made herein, rescind the contract without liability or, at its discretion, terminate this contract for default. Further, should rescission or termination be required, the Contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Such costs shall not be allocable or chargeable, directly or indirectly, to any other with the Government.

(e) During performance of this contract, a supplier may submit certain information of a proprietary nature to the Government. The Contractor may receive this information while performing under this contract. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the Government, as long as it remains proprietary. The Contractor agrees to indoctrinate is affiliates who will have access to this information as to the proprietary nature of the information and the relationship under which they may have possession of the information. The Contractor also will inform its affiliates that they may not engage in any other action, venture, or employment where this information will be used for the profit of any party other than the party furnishing this information. Additionally, the Contractor agrees to execute agreements to this effect with companies providing proprietary data for performance under this contract. The Contractor will restrict access to proprietary information to the minimum number of employees necessary for performance of this contract.

(f) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. Contractor further agrees it shall not use such proprietary data in performing any other work without the express written permission of the entity that originally provided the information and the Contracting Officer.

(g) Contractor is prohibited from disclosing procurement information as proscribed in subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. '423, as amended) as implemented in FAR 3.104-4(a). The Contractor shall comply with the requirements of FAR 3.104-5 concerning the disclosure, protection, and marking of contractor bid or proposal information and source selection information.

ACKNOWLEDGEMENT:

The Contractor, by its undersigned representative, does hereby acknowledge and agree to the foregoing provisions concerning conflicts of interest and the nondisclosure of ~~information. Acknowledged this _____ day of _____~~ _____.

_____
~~(Signature)~~

CONTINUED ON NEXT PAGE

~~(Title or Position)~~

I14B	52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
I14C	252.204-7000	DISCLOSURE OF INFORMATION DFARS (DEC 1991)
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)

I16D 52.204-9G03 SECURITY REQUIREMENTS DSCR (DEC 2001)

(a) This clause applies to the extent that this contract requires contractor personnel to perform work using sensitive automated information systems (AIS).

(b) The Defense Supply Center Richmond (DSCR) requires that all Contractor personnel assigned to perform work under this contract must have attained a positive outcome to the designated Automatic Data Processing (ADP) investigative requirement assigned to each labor classification as specified under the contract.

(c) DoD 5200.2-R, DoD Personnel Security Program, requires DoD military and civilian personnel, as well as DoD consultants and contractor personnel, who perform work on sensitive automated information systems (AIS), to be assigned to positions which are designated at one of three sensitivity levels, ADP-I, ADP-II, or ADP-III. These designations equate to Critical Sensitive, Non-critical Sensitive, and Non-sensitive. DLA has implemented the DoD policy in paragraph 3-101 of DLAR 5200.11, DLA Personnel Security Program. The titles and associated ADP sensitivity levels for contractor employees shall be as specified in the contract or delivery order schedule. The Contractor shall assure that individuals assigned to sensitive AIS positions, as specified, have submitted the appropriate forms and have a positive outcome to the investigation as outlined herein.

(d) Required forms

(1) SF-85P Questionnaire for Public Trust Positions (EPSQ): The EPSQ is readily accessible to download from the Defense Security Service Web Site at http://www.dss.mil. When submitting the electronic version, the Contractor shall submit a .zdb file on diskette, a printed and signed copy of the SF-85P and a validation report. The diskette shall be labeled with the file name, employee's social security number and password.

(2) FD-258 Fingerprint Card

(3) Birth Certificate or Naturalization Certificate

(e) Forms are to submitted directly to the Command Security Officer, DSCR-I, Building 33, Bay E, at the Defense Supply Center Richmond, 8000 Jefferson Davis Highway, Richmond, VA 23297.

(f) When approved by the Contracting Officer, personnel occupying ADP-III positions may be assigned to work prior to completion of the investigation. For ADP-III personnel, the contractor shall submit the forms at (d) a minimum of seven (7) working days prior to commencement of work. Concurrent with submission, the contractor shall notify the Contracting Officer of the employee(s) name, DSCR assigned position, and request that the employee be allowed to work pending the outcome of the investigation. If the result of the subsequent investigation is other than positive, the employee(s) may be subject to removal as specified at paragraph (i).

(g) For ADP-I and ADP-II positions, the required investigation shall be completed prior to the assignment of individuals to sensitive AIS duties associated with the position.

(h) The requirements outlined above apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract. All costs for obtaining contractor employee investigations and clearances shall be at the contractor's own expense.

(i) The Contracting Officer retains the right to require removal of contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government. The reason for removal shall be fully documented in writing by the Contracting Officer. When such removal occurs, the Contractor shall within 30 working days assign qualified personnel to any resulting vacancy(ies).

(j) The Contractor shall comply with all security requirements pursuant to DLA Regulation 5200.17, Security Requirements for Automated Information and Telecommunications Systems.

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)
I27	52.209-1	QUALIFICATION REQUIREMENTS (FEB 1995)

Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

NAME: Contact the buyer at (804) 279-4025.

ADDRESS:

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

OFFEROR'S NAME_____

MANUFACTURER'S NAME_____

SOURCE'S NAME_____

ITEM NAME_____

SERVICE IDENTIFICATION_____

TEST NUMBER_____ **(to extent known)**

I28 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989) ALTERNATE I (JAN 1997)

(a) The contractor shall test units(s) of lot/item as specified in this contract. At least calendar days before the beginning of first article tests, the contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The contractor shall submit the first article test report within calendar days from the date of this contract to the cognizant Quality Assurance Representative (who will then forward the report to DSCR-J Post Award Branch, 8000 Jefferson Davis Hwy, Richmond, VA 23297-5000) with an information copy to the Administrative Contracting Officer (ACO) marked 'First Article Test Report: Contract

CONTINUED ON NEXT PAGE

No _____ Lot/Item No _____'. Within calendar days after DSCR receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article.

I31A	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
I32	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)
I32C	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)
I35	52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
I37A	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
I37F	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (OCT 2001)

(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: _____

I38 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(Previous versions of this clause are considered obsolete.)

DSCR NOTE: For electronic quotes, if the information requested by this clause cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date.

Awards citing origin inspection that authorize the furnishing of surplus material will contain a Quality Assurance Provision (QAP) S01 in lieu of the QAP (if any) specified in this solicitation.

A copy of surplus QAP S01 is available on the DSCR Master Solicitation, Section 2, at http://www.dscr.dla.mil/qap/qaps.htm. DSCR (JUL 2002)

(a) Definition.

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

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. [ ] Yes [ ] No

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). [ ] Yes [ ] No
The material conforms to the revision letter/number, if any is cited. [ ] Yes [ ] No [ ] Unknown If no, the revision offered does not affect form, fit, function, or interface. [ ] Yes [ ] No [ ] Unknown

The material was manufactured by:

_____
(Name)

_____
(Address)

(2) The Offeror currently possesses the material. [ ] Yes [ ] No If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. [ ] Yes [ ] No If yes, provide the information below:

Government Selling Agency _____

Contract Number_____

Contract Date (Month, Year) _____

Other Source

Address_____

Date Acquired (Month/Year)_____

(3) The material has been altered or modified. [ ] Yes [ ] No If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. [ ] Yes [ ] No If yes, (i) the price offered includes the cost of reconditioning/refurbishment. [ ] Yes [ ] No; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. [ ] Yes [ ] No If yes, the price includes replacement of cure-dated components. [ ] Yes [ ] No

(5) The material has data plates attached. [ ] Yes [ ] No If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

_____

_____

(6) The offered material is in its original package. [ ] Yes [ ] No (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number_____

NSN_____

CAGE Code_____

Part Number_____

CONTINUED ON NEXT PAGE

Other Markings/Data_____

(7) The Offeror has supplied this same material National Stock Number) to the Government before. [ ] Yes [ ] No If yes, (i) the material being offered is from the same original Government contract number as that provided previously. [ ] Yes [ ] No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency_____

Contract Number_____

(8) The material is manufacturered in accordance with a specification or drawing. [ ] Yes [ ] No If yes, (i) the specification/drawing is in the possession of the Offeror. [ ] Yes [ ] No; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. [ ] Yes [ ] No

Specification/Drawing Number_____

Revision (if any)_____

Date_____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. [ ] Yes [ ] No If yes, (i) Material has been re-preserved. [ ] Yes [ ] No; (ii) Material has been repackaged. [ ] Yes [ ] No; (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. [ ] Yes [ ] No If yes, the Offeror has attached it or forwarded it to the Contracting Officer. [ ] Yes [ ] No

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

[ ] For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

[ ] For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

[ ] For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

[ ] For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

[ ] When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. [ ] Yes [ ] No.)

[ ] When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

_____

_____

_____

_____

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I38C 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS DLAD (MAR 2000)

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

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

CONTINUED ON NEXT PAGE

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

(1) If offered item(s) are 'not in stock' or 'not yet manufactured' --

(i) A copy of Offeror's Request for Quotation to approved source cited in AID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)

(2) If offered item(s) are 'shipped' or 'in stock' --

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); and

(iii) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacturer or distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this provision already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government -

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;
(B) Changed, mutilated, or rebranded;
(C) A manufacturer's overrun;
(D) A rejected item; or
(E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

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

CONTINUED ON NEXT PAGE

DLAD (JUL 2002)

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

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

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

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

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

~~I42 52.213-1 FAST PAYMENT PROCEDURE (FEB 1998)~~

~~I42B 52.213-1 POPS - FAST PAY NOTICES~~
DSCR NOTE DSCR (MAR 1998)

(a) Paragraph (c)(5) of FAR 52.213-1 is deleted and replaced with the following: Where a receiving report is not required, a copy of the invoice (or for POPS contracts, a commercial packing slip) will be included in each shipment.

(b) Fast pay procedures only apply to direct shipment delivery orders (i.e., points other than stock locations) not exceeding $25,000 with inspection/acceptance at destination.

(c) When fast pay applies and 'DELIVERY FOB ORIGIN' is indicated in the schedule for direct shipment line item(s) -- the following is applicable to the delivery order:

TERMS:
Fast Pay
Inspection/Acceptance IAW Fast Pay
Transportation Charges Reimbursable

(d) When included in the award these clauses do not apply to Fast Pay Delivery Orders:

Section E 52.246-16
Section F 52.247-29
52.247-65
~~Section I 52.242-10~~

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

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

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

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

FROM: date of contract award

THROUGH: 1096 days thereafter

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

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

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 unit DVD or N/A 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 see Sec B DVD or N/A Stock

(2) Any order for a combination of items in excess of N/A , or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 365 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

I92A 52.217-9G13 **OPTION TO EXTEND THE TERM OF THE CONTRACT -EPA DSCR (FEB 2000)**

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 options for one year each.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 90% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

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

(a) Definitions. As used in this clause-

(1) 'Surge and Sustainment (S&S) Capability' means

CONTINUED ON NEXT PAGE

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.

I94	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
I96	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
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 (SEP 2002)
I121	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
I121A	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

I122	52.222-26	EQUAL OPPORTUNITY (APR 2002)
I125	52.222-35	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)
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 with questions concerning Veterans' employment emphasis under Federal contracts.

Contractors can get additional information and/or

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assistance in completing the VETS-100 form by accessing this Department of Labor website:

http://www.vets100.cudenver.edu

DSCR (DEC 2001)

I133	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
I134	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
I135	252.223-7004	DRUG-FREE WORK FORCE DFARS (SEP 1988)
I137	52.225-8	DUTY-FREE ENTRY (FEB 2000)
I138	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
I139	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS (MAR 1998)
I140	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (DEC 1991)
I143	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

All items

I144	252.225-7009	DUTY-FREE ENTRY-QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) DFARS (AUG 2000)

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause shall--

(f)(2) Include the following information--

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Commander
Defense Contract Management (DCM)
New York
ATTN: Customs Team, DCMDN-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

-- for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

I145	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (AUG 2000)

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --

Defense Contract Management
(DCM) New York
ATTN: Customs Team, DCMDN-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

(1) Delivery order number on the Government prime contract, if applicable;

(2) Number of the subcontract/purchase order for foreign supplies, if applicable;

(3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

I147	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (APR 2002)
I153	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (JUN 2000)
I155	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS DFARS (DEC 1991)
I156	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (JUN 1992)

DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above.

DSCR (JUN 1992)

I157C	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 2001)
I158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)

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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)

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 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 if 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.

I177 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

I179 52.229-5 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

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

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

I188 52.232-1 PAYMENTS (APR 1984)

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

I190 52.232-11 EXTRAS (APR 1984)

I193 52.232-17 INTEREST (JUN 1996)

I195 52.232-23 ALT I ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)

I196 52.232-25 PROMPT PAYMENT (FEB 2002)

I196B 52.232-25 DSCR NOTE POPS - PROMPT PAYMENT NOTICE DSCR (APR 2000)

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

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

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

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

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

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

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

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order. DSCR (MAR 2000)

I199 52.233-1 DISPUTES (JUL 2002)

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)

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I200	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I205	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
I206	52.242-13	BANKRUPTCY (JUL 1995)
I206D	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/ INSTRUCTIONS DFARS (DEC 1991)

The contractor shall request Government bills of lading by submitting a DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the--

(a) Transportation Officer, if named in the contract schedule; or

(b) Contract administration office.

I208	52.243-1	CHANGES FIXED PRICE (AUG 1987)
I211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
I211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
I213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2002)
I227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)
I230	52.246-9000	CERTIFICATE OF QUALITY COMPLIANCE DLAD (DEC 1994)
I231	52.246-9G01	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)
I237G	52.246-9G36	CONFIGURATION CONTROL DSCR (JUN 2002)

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:

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

(a) Configuration management control applies to the item(s) under the contract. The furnished item(s) shall conform to the approved configuration requirements/ revision as shown in the Procurement Item Description 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.

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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

[X] DD 2345 TECHNICAL DATA AGREEMENT
Form is available at --
http://web1.whs.osd.mil/icdhome/DDEFORMS.htm

[ ] DSCR 2375 TECHNICAL MANUAL DISTRBN

[X] DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at --
http://www.dscr.dla.mil/procurement/mastersol.htm

[ ] QUALITY ASSURANCE PROVISION

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

[X] OTHER:

Schedule of Supplies (Excel Spreadsheet)

Item Description (Access Database)

~~Performance Based Fill Rate Plan 1~~

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

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$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 [ ]**,with in a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) **are [ ] are not [ ]** presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in Subdivision (a)(1)(i)(D) of this provision.

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

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

K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

[ ] intends, [ ]does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

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

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

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:

PLACE OF PERFORMANCE	NUMBER OF EMPLOYEES
---	---
---	---
---	---

DSCR (DEC 1997)

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

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332618.

(2) The small business size standard is 500 employees.

(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 awome n-owned small business concern.

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

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

(6) (Complete only if offeror represented itself

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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 ajoin t 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 soliciation;

(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 (OCT 2000)

(CHECK EACH BLOCK THAT IS APPLICABLE.)

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (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 Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K29 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS (SEP 1999)

(c) (2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____

K30D 252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA DFARS (FEB 2000)

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.

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

CONTINUED ON NEXT PAGE

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

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

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

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

SECTION L

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

DSCR NOTE:

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

DUNS Number: _____

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

DSCR (DEC 2000)

L6 52.209-9G03 **WAIVER OF FIRST ARTICLE APPROVAL TEST (CONTRACTOR TESTING - DECREASE IN PRICE (SEPARATE LINE ITEM) DSCR (JAN 1997)**

(b) PRIOR GOVERNMENTAL ACCEPTANCE

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

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.whs.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

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

DSCR NOTE:

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

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

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

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

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

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

DSCR (OCT 2000)

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

L15 52.211-9G13 **AVAILABILITY OF SPECIFICATIONS OR STANDARDS DSCR (APR 2000)**

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)**

L39F 52.215-1 **INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001) ALT I(OCT 1997)**

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

CONTINUED ON NEXT PAGE

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)

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

[ ] FIRM FIXED PRICE

[X] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[ ] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L54 52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS DLAD (JUN 2001)

[ ] Exact Product Applicable to CLIN(s)_____

[ ] Alternate Product Applicable to CLIN(s)_____

(d) **CLIN NR.(S)**_____

HAVE BEEN PREVIOUSLY FURNISHED OR EVALUATED AND APPROVED

UNDER CONTRACT/SOLICITATION NR. _____

DSCR NOTE: In reference to the first sentence of paragraph (g) of the above clause, DSCR defines a reasonable time as 10 calendar days after submittal of contractor's quotation/proposal to DSCR. DSCR (OCT 1998)

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

L58 52.217-9G04 FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM DOCUMENTATION REQUIREMENTS DSCR (MAY 1998)

(g) The offeror shall check below the CATEGORY that applies and include this part of the provision, as well as the additional required documentation, in support of the source approval request.

CATEGORY I [ ]
CATEGORY II [ ]
CATEGORY III [ ]
CATEGORY IV [ ]

L59D 52.217-9G23 RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS DSCR (JAN 1996)

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

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

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

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

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

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

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

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

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

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

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

L65 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

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-JEQ
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.

L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

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

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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.

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

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

Federal Acquisition Regulation (FAR)	http://www.arnet.gov/far
DoD FAR Supplement (DFARS)	http://www.acq.osd.mil/dp/dars/dfars.html
DSCR Master Solicitation organized as follows:	http://www.dscr.dla.mil/procurement/mastersol.htm

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
Section 2: Full text Quality Assurance Provisions (QAPs)
Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).
Section 4: Procurement Automated Contract Evaluation (PACE) Instructions
Section 5: Full text of Contract Data Requirements List (CDRLs)
Section 6: Special Packaging Instruction (SPIs) Drawings
Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

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

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

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

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

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

Section L - Instructions, Conditions, and Notices to Offerors or Respondents

FORMAT AND INSTRUCTIONS FOR PROPOSAL

General. The proposal (offer) submitted in response to this solicitation shall be formatted as follows, in separately bound volumes and submitted in the quantities specified. The proposal must include all requested information. Offerors must include the name, title, address, and telephone number of the individual responsible for inquiries to the proposal.

VOLUME I – STANDARD FORM OF CONTRACT AND PRICE PROPOSAL

Submit the original and two (2) copies.

This volume of the proposal shall consist of Sections A, B, D, E, F, I, J, and K of the solicitation document (including any amendments as submitted to the offerors). (Section C, the Statement of Work (SOW), will be addressed in Volume II.)

Section A – Standard Form 33

Blocks 13, 14, 15, 16, and 18 of page 1 of the Standard Form 33 will be completed by offerors and Block 17 shall be signed to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

Section B – Prices/Cost

In this section of the proposal, the offeror is required to submit a firm-fixed price for each line item specified in Section B, the Schedule of Supplies. **Add:** The items in schedule of supplies will be priced and evaluated in groups of 100 NSNs. The items in each group and the date by which pricing must be submitted will be identified in an amendment to the solicitation. Offers for only a portion of the NSNS will be accepted. This portion of the proposal must be submitted in electronic form using the spreadsheet provided by the buyer (see cover page for telephone number and e-mail address). **Delete:** To facilitate evaluation of offers on an equal basis, the service line item shall be priced as a percentage to be applied to each delivery order for supplies. The percentage should be based on the performance metrics cited in the Performance Based Fill Rate Plan (95% on time delivery for CPT, and average time on backorder of 26 days, – refer to SOW paragraphs 3.3.1 and 3.3.3). Supporting cost data for the offered prices, **Delete:** particularly for the service portion of the solicitation, may be required at a later date.

Sections D, E, F, G, H, I, and J

The offeror shall incorporate and return the provisions/clauses set forth in these sections of the solicitation document into Volume I of the proposal.

Section K – Representations, Certifications, and Other Statements of Offerors

The offeror must complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and submit the full section as part of Volume I of the proposal.

VOLUME II – TECHNICAL AND MANAGERIAL PROPOSAL

Submit the original and one (1) copy.

Delete: Comprehensive responses to the requirements in the Request for Proposal (RFP) are necessary to evaluate the offeror's capability to meet the stated requirements and provide the supplies described in the solicitation. Technical proposals should be practical, legible, clear, and coherent. In order that the evaluation may be accomplished strictly on the merit of the material submitted, no costs shall be included in technical proposals.

General statements that the offeror can comply with the requirements will not, by themselves, be adequate. Failure to provide the information requested below may be cause for rejection of the offer.

The offeror's proposal shall address all requirements in the same order in which they appear in the Statement of Work, Section C of the solicitation, and the evaluation factors, Section M of the solicitation. A restatement of the requirement shall precede any discussion. Volume II shall not exceed 50 pages in total (8-1/2" x 11" printed on one side only, 1" margins left and right, type no smaller than 11 pt.). The information requested and the manner of submission is essential to permit prompt evaluation of all offers on a fair and uniform basis. Whenever repetition occurs anywhere in the solicitation, with regard to similar requests for information, offerors need not repeat the information. Reference should be made, however, to the exact location in the offer where the information is already stated.

Replace with: Volume II shall consist of the Materiel Management Plan, the Surge and Sustainment Plan, and any exception to the technical requirements of the solicitation.

SECTION M

M3B 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(a) Definition.

'Surplus material,' as used in this provision, has the same meaning as in the clause at 52.211-9000, Government Surplus Material.

(b) The Agency will evaluate an offer of surplus material when the Contracting Officer determines the Offeror is otherwise in line for award, after adding the cost of evaluation ($200 for internal evaluation and, if applicable, an additional $500 for each Engineering Support Activity (ESA) evaluation, plus any additional fees required for special testing and/or inspection).

(c) When an offer is for a quantity less than the solicited quantity, the contracting officer will consider the $500 cost of issuing and administering more than one award. The contracting officer will also consider the anticipated impact on the unit price of the remaining quantity, to determine the total cost to the Government.

~~**M5 52.212-9001 EVALUATION FACTOR FOR SOURCE INSPECTION DLAD (MAY 1999)**~~

M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

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

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

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

M13 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

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)

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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 provides, 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)

M19D 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION DFARS (MAR 1998)

(a) Does the offeror propose to furnish --

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause of this solicitation?

[] YES [] NO

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[] YES [] NO

(2) Has the duty on such foreign supplies been paid?

[] YES [] NO

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

$_____

M29 52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)

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 , N/A , . 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 , ALL , . 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.

_____

_____

_____

Section M – Evaluation Factors for Award

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance **Delete:** (Three major sub-factors and one minor sub-factor) **Replace with:** One major sub-factor and one minor sub-factor)

Delete: Long Term Product Endurance and Reliability (major sub-factor)
Delete: Substantially Similar Performance (major sub-factor)
Delete: Corporate Experience (major sub-factor)
Add: Automated Best Value System, DSCR Clause 52.215-9G05 (major sub-factor)
DLA Mentoring Business Agreements (minor sub-factor)

Materiel Management Plan

Price (including Surge and Sustainment Price)

Surge and Sustainment Plan

The non-price evaluation criteria, in order of importance, are past performance and materiel management plans. When combined, these criteria are more important than price although no award will be made at prices that cannot be determined reasonable.

Options. As option term prices are to be determined by application of an economic price adjustment clause, prices for the option periods should neither be offered nor will they be evaluated.

The above listed factors will be evaluated as described below.

Past Performance

Delete: Past performance will be rated by three major factors and one minor factor. In descending order of importance, the major factors are long-term product endurance and reliability, substantially similar past performance, and corporate experience. **Replace with:** Past performance will be evaluated as described in DSCR Clause 52.215-9G05, Automated Best Value System, with one exception. Since multiple FSCs are included in the grouping, the DLA score will be used for the evaluation. Reference paragraph (b)(1) of the clause. The clause is provided in full text as an attachment. The minor factor is past utilization of businesses participating in the DLA Mentoring Business Agreements program. An unacceptable rating in either of the major factors or in the minor factor will not necessarily preclude an award.

Delete without replacement: Long-Term Product Endurance and Reliability

This factor will deal specifically with the manufacturers of the supplies offered and the long-term endurance and reliability of the products offered. Offerors will be required to identify the manufacturers of all supplies offered in the Schedule of Supplies and provide references for companies using the

manufacturer's products for a period of time no less than five years. Any other means available to substantiate long-term product endurance and reliability may also be used. Note that this factor will apply to the fully competitive items included in the solicitation, where the offeror determines who its supplier will be. References will not be required when the government's item description for an item designates whom the manufacturer must be.

Delete without replacement: Substantially Similar Past Performance

This rating will be based on the offeror or its proposed subcontractor(s) performance of substantially similar commercial or government contracts within the past five years. The most highly rated proposals will be from offerors that have delivered quality supplies in a timely manner under comparable contracts and whose performance can be verified by the offeror's or subcontractor's customers. An offeror or proposed subcontractor that has not performed a substantially similar contract in the past five years will not receive an unacceptable rating in this major factor for that reason alone. More weight will be given to the offeror's performance than a subcontractor's performance.

Delete without replacement: Corporate Experience

The rating for corporate experience will be based on the offeror's experience, its subcontractor's experience, or its employee's experience with a different company, in performing individual elements of the service portion of the statement of work under commercial or government contracts within the past five years. The ratings will be adjusted to reflect the verifiable level of customer satisfaction for these contracts. More weight will be given to an offeror's experience than a subcontractor's experience. Offeror or subcontractor experience will be weighted more heavily than employee experience with another company. A lack of corporate experience of the type requested will not result, by itself, in an unacceptable rating in this factor.

Past Utilization of Businesses Participating in the DLA Mentoring Business Agreements Program

The rating for this minor factor will be based upon the offeror's use of businesses participating in the DLA Mentoring Business Agreements Program, in performing commercial or government contracts over the past five years.

Deleted without replacement: Ratings

Outstanding: Performance meets contractual requirements and exceeds many to the customer's benefit. Areas in which performance was exceptional could include: early deliveries, creative approach, innovative technology, effective and proactive management and administration, commitment to quality and customer satisfaction.

Good: Performance meets contractual requirements and exceeds some to the customer's benefit. No problems with quality, timeliness, or cost issues.

Adequate: Performance met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

Minimally Acceptable: Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the customer to ensure the requirements were met. Significant issues could include: late or incomplete deliverables, poor quality of work, lack of communication, cost control problems, contract administration problems.

Unacceptable: Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules, failure to adequately estimate or control costs, inadequate staffing, lack or cooperation and responsiveness.

Neutral: Offeror was unable to identify any past comparable contract, government or commercial.

Materiel Management Plan (MMP)

Each offeror must submit an MMP that details its approach to providing support for all items to meet SOW performance requirements. The plan shall describe the following four areas and at a minimum address the issues and/or questions listed within each area:

1) Relationships with suppliers for make or buy parts: Describe how suppliers' performance in terms of quality and timeliness will be monitored. Do contracts exist with all suppliers? If not, what kinds of relationships exist? What is the fallback plan should a supplier no longer be able to fulfill his responsibilities for whatever reason?

2) System of forecasting: Describe how demand will be forecasted for the Direct Vendor Delivery (DVD) items under this contract. What data/information will be utilized? How will this information be gathered? How will it be used? What tool will be used for forecasting? How does it work? Is it automated?

3) System for managing and correcting technical problems: Describe the quality control program that will be utilized to ensure both timeliness of delivery and quality of the product for both the prime contractor and all subcontractors. How will quality problems be identified? What corrective measures will be taken when necessary? How will the effectiveness of the corrective measures be determined? Identify how the quality control organization fits into the overall corporate structure.

4) A management structure showing methods to be used to control the contractor's operation: Provide an organizational structure showing the various functional areas to be utilized in the performance of this contract. Show the reporting chain. Identify the key personnel. Describe how work will be assigned and monitored. To what degree are personnel available for work on this contract? Will they be fulltime assigned to this program?

Ratings

Technical merit ratings reflect the government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP.

Excellent: Proposal demonstrates excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards. Has exceptional strengths that will significantly benefit the Government.

Good: Proposal demonstrates good understanding of the requirements and an approach that exceeds performance or capability standards. Has one or more strengths that will benefit the Government.

Satisfactory: Proposal demonstrates acceptable understanding of the requirements and an approach that meets performance or capability standards. Acceptable solution. Few or no strengths.

Surge and Sustainment Plan

In accordance with Solicitation Provision, 52.217-9G27, Surge and Sustainment Evaluation – Minimum Requirement (Section M), an acceptable surge and sustainment plan must be submitted in order for a proposal to be considered for award.