

INFORMATION TO OFFERORS OR QUOTERS

SECTION A - COVER SHEET

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

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

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

1. SOLICITATION NUMBER SP0412-03-R-3024	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> <td>a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>b. REQUEST FOR PROPOSAL(RFP)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL(RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE 2003 JUL 08 2:00 PM
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)							
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL(RFP)							
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)							

INSTRUCTIONS

Note: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5770	5. ITEMS TO BE PURCHASED (Brief description) 56 NSNs for various welding supplies FSC 3439
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
a. THIS PROCUREMENT IS UNRESTRICTED	
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: <u>333992</u>
	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION <p style="text-align: center;">All items are described by manufacturers' part numbers. No technical data is available.</p>

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) Sebastian Kielpinski PZGDD49	b. ADDRESS (Include Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151
c. TELEPHONE NUMBER (Include Area Code and Extension) (804) 279-6251	d. E-MAIL ADDRESS Sebastian.Kielpinski@dscr.dla.mil

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

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	
11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

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

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0412-03-R-3024	
DATE (YYMMDD)	LOCAL TIME
2003 JUL 08	2:00 PM

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

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->		RATING	PAGE OF PAGES 1 / 19
2. CONTRACT NO.		3. SOLICITATION NO. SP0412-03-R-3024		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2003 JUN 06
7. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151		CODE SP0400	8. ADDRESS OFFER TO (If other than Item 7) Bid Custodian Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860		
6. REQUISITION/PURCHASE NO. PRDSCRVWKDA086					

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

SOLICITATION

9. Scaled offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception Area (Bldg. 33) until 2:00 PM local time 2003 JUL 08
(Hour) (Date)
FAX Number(s): (804)279-4165

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ->	A. NAME Sebastian Kielpinski PZGDD49
	B. PHONE / FAX (NO COLLECT CALLS) (804) 279-6251 / FAX: 279-3715
	C. E-MAIL ADDRESS Sebastian.Kielpinski@dscr.dla.mil

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(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	14
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X	E	INSPECTION AND ACCEPTANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	14
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

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

AWARD (To be completed by Government)

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

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

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)

Offers are solicited for any or all of the NSNs included in the Schedule of Supplies. There is no minimum number of NSNs on which you must offer in order to be considered for award. Each NSN will be evaluated individually and split awards are anticipated. The offered prices will be evaluated by multiplying the offered unit price by the estimated base period quantity. If the estimated base period quantity is zero, the minimum order quantity will be used in lieu of the estimated base period quantity, for evaluation purposes only.

The evaluation factors are price; ABVS, which encompasses past delivery and quality performance; surge and sustainment (S&S); and delivery schedule compliance. All vendors submitting offers on the four items requiring S&S coverage must provide an acceptable S&S plan in order to be considered for award of those items. Price and ABVS are evaluated together to determine which offers represents the best value to the Government. A delivery time is specified for each individual NSN in the Schedule of Supplies. The offered delivery should comply with that solicited, to the extent possible. If you are unable to comply with the delivery time stated, indicate the best possible delivery for that item in your offer. Otherwise acceptable offers complying with the specified delivery time will be ranked more highly than those taking exception but if offers received generally indicate that a specified delivery time is unrealistically short, the delivery time may be changed during negotiations. Refer to Provision 52.215-9G05, Automated Best Value System, Section M of the RFP, regarding the evaluation of past delivery and quality performance.

The resulting award(s) will be indefinite quantity with a base period of two years. Four option periods of two years each will be included. Reference 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).

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 four (4) two (2) year periods.

Firm fixed pricing will apply for the base period and an economic price adjustment clause, 52.216-2, Economic Price Adjustment Standard Supplies (Section I), will apply to any option periods exercised. The prices can be adjusted no more frequently than yearly.

Pricing for the first year of the base period and surge items must be provided electronically in the Schedule of Supplies spreadsheet. Pricing submitted in any other format will not be accepted.

NOTES CONCERNING SPECIFIC CLAUSES:

52.216-19, Order Limitations (Section I)

Reference paragraph (b)(2). If there is a limitation on the maximum value of orders your company can accept within a given period, this information must be included in your offer. Otherwise, no limitation will apply.

52.216-22, Indefinite Quantity (Section I)

(d) Date when the contractor will no longer be responsible for deliveries will be the longest delivery time allowed under the contract. Refer to the Schedule of Supplies.

The guaranteed minimum value of the proposed contract is 10% of the estimated value of the base period. The contract maximum is 150% of the estimated value of the base period.

It is noted that some NSNs have no estimated demand in the two-year base period. If the evaluation results in a contractor being awarded only items with zero demand in the base period, the guaranteed minimum value of the contract will be 5% of the value of the minimum order quantity for each NSN. The maximum contract value in such an instance will 150% of the four-quarter quantity for the base period (i.e., the estimated demand for the two year period unadjusted for stock on hand or contracts due in). The estimated quantity for the base period, four-quarter quantity, and minimum order quantity for each NSN are shown in the Schedule of Supplies.

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 two year base period. It also includes four option periods of two years each."

52.217-9G25, Surge & Sustainment Requirement (Section I)

The population of items included in the solicitation includes four NSNs that currently require Surge and Sustainment (S&S) coverage. These are identified in the Schedule of Supplies, along with the quantities and delivery schedules. It should be noted however, that changes occur in the population of items requiring S&S coverage. To ensure that the appropriate items are covered, prior to exercising any option to extend the contract term, the total population of items included in the contract will be re-evaluated. If additions to the S&S population occur, submission of a revised S&S plan will be required.

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NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

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

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

A0 12-1 NOTICE TO OFFERORS -
COMMERCIAL ITEMS
DSCR (OCT 2000)

This Firm Fixed Price/ Fixed Price with EPA Acquisition is:

- Unrestricted
- Set Aside
 - Small Business
 - 52.219-6
 - 52.219-6 (ALT I)
 - Partial SBSA %
 - 8(a)
- Targeted Industry Category (TIC)

NAICS: 333992 Size Standard: 500

DPAS Rating (15 CFR 700):

F.O.B.: Destination Origin
 Inspection Point: Destination Origin
 Acceptance Point: Destination Origin

- Inspection and Acceptance will take place at:
 - Origin - First Shipment Only
 - Destination - Subsequent Shipments

The reference to Provision 52.215-10 in Block 9 of the Standard Form 33, Solicitation and Offer, is changed to 52.212-1(f).

Offers submitted in other than U.S. currency and English language may be rejected.

Addenda to FAR 52.212-1 are provided in Sections K - M of the solicitation.

Addenda to FAR 52.212-4 are provided in Sections C - I of the solicitation.

A2 52.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (FEB 2002)

A4 52.212-5 CONTRACT TERMS AND CONDITIONS
REQUIRED TO IMPLEMENT STATUTES
OR EXECUTIVE ORDERS - COMMERCIAL
ITEMS (MAY 2002)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4)).

- X (7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a) (14)).
 - (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the Adjustment, it shall so indicate in its offer).
 - (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Equal Employment for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (16) 52.212-5, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126)
 - (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Products (42 U.S.C. 6962(c) (3) (A) (ii)). Submit this estimate to:

DEFENSE SUPPLY CENTER RICHMOND
 ATTN: POST AWARD DSCR-J
 8000 JEFFERSON DAVIS HIGHWAY
 RICHMOND, VA 23297-

- X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
 - 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.
- (25) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

A7 52.212-1 INSTRUCTIONS TO OFFERORS -
COMMERCIAL ITEMS (OCT 2000)

DSCR NOTE:

The DUNS Number may be provided as instructed in 52.212-1(j) above or may be inserted in the space provided below.

DUNS Number: _____

DSCR (JUN 1999)

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A8 52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999) (a) The following factors shall be used to evaluate offers: See Section M for additional evaluation factors.

Technical and past performance, when combined, are of equal importance when compared to price.

A9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JULY 2002) ALT I (APR 2002) (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (3) Taxpayer Identification Number (TIN). [] TIN: [] TIN has been applied for. [] TIN is not required because: [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.; [] Offeror is an agency or instrumentality of a foreign government; [] Offeror is an agency or instrumentality of the Federal Government.

- (4) Type of organization. [] Sole proprietorship; [] Partnership; [] Corporate entity (not tax-exempt); [] Corporate entity (tax-exempt); [] Government entity (Federal, State, or local); [] Foreign government; [] International organization per 26 CFR 1.6049-4; [] Other

- (5) Common Parent. [] Offeror is not owned or controlled by a common parent; [] Name and TIN or common parent: Name TIN

- (c) Check all that apply. (1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern. (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern. (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision] The offeror represents that it [] is, [] is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision] The offeror represents that it [] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not a emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(Check one of the following):

Table with 2 columns: NUMBER OF EMPLOYEES and AVERAGE ANNUAL GROSS REVENUES. Rows include categories like 50 or fewer, 51-100, 101-250, 251-500, 501-750, 751-1,000, and Over 1,000 employees, and revenue ranges from \$1 million or less to Over \$17 million.

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either --

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net) and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business

CONTINUED ON NEXT PAGE

Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (9) (i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c) (4) or (c) (9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (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 office or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c) (10) (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.

(d) (1) Previous contracts and compliance. The offeror represents that --

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

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(h) The offeror certifies, to the best of its knowledge and belief that the offeror and/or any of its principals

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

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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 [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i) (1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i) (1) of this provision, then the offeror must certify to either (i) (2) or (i) (2) (ii) by checking the appropriate block.]

(i) [] The offeror will not supply any end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) [] The offeror may supply an end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

All	252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)
-----	--------------	--

(c) Representation of Extent of Transportation by Sea.

(2) 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.

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- A13 252.212-7001 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS DFARS (FEB 2003)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
- X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416). (DEC 1991)
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304). (DEC 1991)
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637). (APR 1996)
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- X 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a - 10d, E.O. 10582). (MAR 1998)
- X 252.225-7012 Preference for Certain Domestic Commodities. (FEB 2003) (U.S.C. 2533a note)
- X 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a note).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259) (DEC 2000)
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note) (OCT 2002).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779). (MAR 1998)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755). (DEC 1991)
- 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (MAR 1998)
- 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320). (NOV 1995)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321). (SEP 1999)
- X 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410). (MAR 1998)
- X 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631) (MAY 2002)

(Alternate I) (10 U.S.C. 2631) (MAR 2000)
- X 252.247-7024 Notification of Transportation of

Supplies by Sea (10 U.S.C. 2631). (MAR 2000)

DSCR NOTE: Clause is self deleting if paragraph (c) of DFARS Clause 252.212-7000 indicates supplies will be transported by sea.

A18 52.212-9000 **CHANGES - MILITARY READINESS DLAD (MAR 2001)**

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

'Contingency operation' means a military operation that-

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

'Humanitarian or peacekeeping operation' means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

SECTION B

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

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

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

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

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

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 8 option years. See DSCR Clause 52.217-9G13 (Section I).

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

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

STATEMENT OF WORK

1.0 SCOPE OF WORK.

This Statement of Work (SOW) defines the effort required to create and implement long-term contract to improve logistics support for a group of various FSC 3439 NSNs for welding supplies and hardware. The contract will require the contractor to ship ordered supplies to designated DLA storage depots within a negotiated lead-time. The contractor shall function as a source of supply for NSNs identified in the Schedule of Supplies and arrange for their manufacture, storage (as determined necessary), 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 Items for which the contractor is an approved source of supply may be added to this contract, by bilateral modification, as listed below.

- a. Items that are newly developed by the contractor may be added to this contract, provided that the items are sole source to the contractor.
- b. Items that become sole source to the contractor after award, even though alternate sources existed prior to award, may be added to this contract.
- c. Replacements for obsolete items may be added to this contract if the contractor is the sole source of the replacement items.
- d. Any other items for which the contractor is the sole source may be added to the contract.

1.1.1.2 If the contractor is the successful offeror on any future solicitation(s) for 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 the contractor's commercial catalog pricing, including any discount or another agreed upon pricing methodology.

1.1.2 Deletion of Items.

1.1.2.1 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 1.1.1.1 (c).

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.

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. The contractor shall deliver to the DLA distribution depot as designated on each DO.

2.0 CANCELLATIONS: Written requests for delivery order cancellations will be sent to the contractor via e-mail. Within ten (10) working days after receipt of a request for cancellation, the contractor shall inform the Government if there will be any cancellation cost on the order. If the Government elects to proceed with the cancellation, the contractor must provide the actual cancellation cost for the order within ten (10) days of the notice that the Government intends to proceed.

3.0 QUALITY: The contractor shall establish, implement, document and maintain a quality system that ensures conformance to all contractual requirements and meets the requirements of ISO 9001:2000, or an equivalent quality system model.

4.0 PACKAGING REQUIREMENTS: Packaging shall be in accordance with MIL-STD-2073 and marked in accordance with MIL-STD 129. Specific 2073 codes are provided in the Schedule of Supplies.

GS03 Identifier: _____

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.dacc.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

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SECTION C

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

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

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

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

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

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

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

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

Defense Supply Center, Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-OZP, Sharon Glasscock
8000 Jefferson Davis Highway
Richmond, VA 23297-5516
(Phone: (804) 279-3172)

(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: _____

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subject to rejection as being technically unacceptable.

authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

SECTION E

E6 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

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

SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

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.

(b) The permissible variation shall be limited to:

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

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

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.

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)

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.

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

SECTION H

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

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

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

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

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

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

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

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

STOCK DVD

FOB Destination N/A days N/A days

FOB Origin * days N/A days

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

SECTION I

*Refer to the Schedule of Supplies

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

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>.

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

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

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

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

DSCR NOTES:

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

(Offeror insert information for each SPI process)

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

SPI Process: _____

Facility: _____

[] OTHER: NO. CY(s)

Military or Federal Specification or Standard: _____

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

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

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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 _____

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 manufactured 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):

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[] 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.

163 52.216-2 ECONOMIC PRICE ADJUSTMENT -- STANDARD SUPPLIES (JAN 1997)

(a) The contractor warrants that the unit price stated in the schedule for--

(OFFEROR INSERT SCHEDULE LINE ITEM NUMBER)

is not in excess of the contractor's applicable established price in effect on the contract date for like quantities of the same item.

(c) (1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

166 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

THROUGH: 730 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.

167 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than N/A DVD or * Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of N/A DVD or \$100,000 Stock
- (2) Any order for a combination of items in excess of TBD, or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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.

* Refer to the Schedule of Supplies

171 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 ** days from the date of contract expiration.

**Refer to page 3 of the Solicitation

188 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided,

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that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 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) See page 3 of the Solicitation.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 95% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

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

(a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.

(b) The Government reserves the right to bilaterally add to the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.

(c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice of such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(d) If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources of supply for a comparable item.

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

(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.

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

(a) 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) This information shall also be included on the

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Material Safety Data Sheet submitted under this contract.

contract, e.g., for DCM Dayton, S3605A.

MATERIAL (If none, insert 'None')	IDENTIFICATION NO.
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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

I137 52.225-8 DUTY-FREE ENTRY (FEB 2000)
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)

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:

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:

(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.

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--

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

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

I193 52.232-17 INTEREST (JUN 1996)

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

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

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

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

(iii) Identification of carrier;

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

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

(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.

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 --

(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.

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

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

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

(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.

(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.

I205 52.242-10 F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)

I206 52.242-13 BANKRUPTCY (JUL 1995)

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

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

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

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

(vii) Activity Address Number of the contract administration office actually administering the prime

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I242 52.248-1 VALUE ENGINEERING (FEB 2000)

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.

SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

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

FORM NO/TITLE ATTACHMENT NO

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

[] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED

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

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

[] DD 1949-1 LSAR DATA SEL SHT

[] DD 1949-2 PROV RQMT STATEMENT

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

[] DSCR 2375 TECHNICAL MANUAL DISTRBN

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

[] QUALITY ASSURANCE PROVISION

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

[] OTHER:

SECTION K

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

Table with 4 columns: ITEM, QUANTITY, PRICE QUOTATION, TOTAL. Contains several rows of horizontal lines for data entry.

(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.

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.

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:

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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)

SECTION L

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

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

Telephone number of receiving facsimile equipment:

(804) 279-4165

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)

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.)

L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

1. with the contracting officer,

2. with the General Accounting Office, or

3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

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

DSCR NOTE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

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

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

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

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

(3) Business Systems Modernization.

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

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

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

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(iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at <http://131.70.202.70/j%2D6/bsm/test/vic.htm>.

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

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

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

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

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

(b) Using the ABVS score for evaluation.

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

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

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

(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The

award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

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

- significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- approximately equal to cost or price; or
- significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

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

Item criticality and weapons system application
Delivery schedule and current inventory status
Historical delivery or quality problems
Concerns over limited supply sources and industrial base
Benefits from obtaining new sources

(c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

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

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

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

- (i) Offerors may submit with their offer

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

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

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

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

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

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

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

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) needed to implement these solutions;

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

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

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

(i) An explanation of why the investment is needed.

(ii) A description of what items or materials will need to be purchased with the investment.

(iii) Provide a justification/basis for the investment cost.

(iv) Identify the S&S capability to be gained from the investment.

(v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.

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

(1) provide information to support the rationale for concluding that the S&S items are readily available;

(2) describe how access to these resources will provide the ability to meet S&S requirements; and

(3) identify a plan for coordinating distribution and transportation services for meeting S&S requirements

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

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

(1) the dollar amount that must be obligated or reserved at time of award to implement and or maintain the S&S capability and

(2) the dollar amount associated with a confirmed requirement to support an actual contingency.

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

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)