

**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  <b>SP0900-03-R-X282</b>	2. (X one)	3. DATE/TIME RESPONSE DUE  <b>2004 FEB 17 1:00 PM</b>
	<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)  <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>	5. ITEMS TO BE PURCHASED (Brief description)
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION <b>This is a solicitation for long-term (3 year) indefinite quantity type contract. Note that items to be procured are NOT cited in the package. They must be accessed by use of the DSCC internet. Refer to page ___ for the website. Fascimile offers will NOT BE ACCEPTED.</b>
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8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) <b>N. Obnamia, PCCCTER</b>	b. ADDRESS (Include Zip Code) <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>
c. TELEPHONE NUMBER (Include Area Code and Extension) <b>(614) 692-3556</b>	d. E-MAIL ADDRESS <b>Numeriano. Obnamia@dla.mil</b>

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

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING <b>DOA7</b>	PAGE OF PAGES <b>1</b> of <b>38</b>
2. CONTRACT NO.	3. SOLICITATION NO. <b>SP0900-03-R-X282</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>2003 DEC 15</b>	6. REQUISITION/PURCHASE NO. <b>IQC03134009012</b>

7. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>	CODE <b>SP0900</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>Defense Supply Center Columbus ATTN: DSCC-PBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers--See Block 9</b>
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 FEB 17 (Hour) (Date)

FAX Number(s): (614) 692-4275

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

10. FOR INFORMATION CALL: →	A. NAME <b>N. Obnamia, PCCCTER</b>	C. E-MAIL ADDRESS <b>Numeriano.Obnamia@dla.mil</b>
	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-3556 / FAX: (614)693-1620</b>	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>1</b>	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	<b>9</b>
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	<b>3</b>	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	<b>15</b>
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	<b>4</b>	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	<b>4</b>	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	<b>16</b>
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	<b>7</b>	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	<b>18</b>
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	<b>21</b>
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	<b>8</b>				

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

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

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

Note to SECTION B Spreadsheet: In this solicitation, Delivery Schedule is included in Tab A, Column AA. Therefore, there is NO Tab C in Section B spreadsheet. SECTION B is provided in the attached diskette. Contractors are instructed to enter their proposed prices, P/N, delivery, etc. as required and shown in the spreadsheet. Make sure to include a copy of the completed spreadsheet diskette with the proposal in response to this RFP.

Solicitation is for F.O.B. Origin price, Inspection and Acceptance at Origin.

Clauses/provisions may not be in chronological order. Read solicitation in its entirety.

Note for Clause I84- QUALIFICATION REQUIREMENTS: A Contractor must provide the appropriate information prior to any award of QPL items.

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**Please note that clauses/provisions may not be in chronological order. Please read solicitation in its entirety.**

**SECTION A - GENERAL INFORMATION**

1. The purpose of this Long-Term Indefinite Quantity Contract (IQC) for the supplies listed in SECTION B to provide coverage for military customers in the continental United States (CONUS) and military customers outside of continental United States (OCONUS). The coverage will entail the contractor to deliver items to military stock locations (Stock Order). FOB Origin is required, thus transportation charges will not be included in the proposed unit prices. The contract will be for one (1) year with two (2) 12-month options to extend the contract terms at the government's discretion. The contract will not exceed 3 years. Awards will be on "All or None" by National Stock Number (NSN) basis.
2. The following method will be used to place orders under the contract: The Defense Supply Center (DSCC) will issue delivery orders to awardee(s) for the supplies cited in Section B. The orders may be issued by Electronic Data Interchange (EDI) or in writing using DD Form 1155. EDI Invoicing is mandatory. Please provide the following information concerning offer's Electronic Data Interchange (EDI) personnel: EDI Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_
3. The following method will be used to place orders under the contract: The Defense Supply Center Columbus will issue Delivery Orders to awardee(s) for the supplies cited in Section B. The orders may be issued via Electronic Data Interchange (EDI) or in writing using a DD Form 155. EDI invoicing is mandatory.
4. The proposals received in response to this solicitation will be evaluated under "Best Value" procedures described in Section M.

a. Credit card purchases directly by customers

Government entities with a GSA I.M.P.A.C. (International Merchant Purchase Authorization Card) may make purchases directly from the contractor. I.M.P.A.C. purchases will follow commercial practices to the maximum extent practicable, including payment via banking system arrangements. It is also expected that the contractor will work closely with the customer, and will provide high quality customer service, rapid response to customer inquiries, and technical advice, as needed. All Government users purchasing with the GSA I.M.P.A.C. will be provided the same benefits (price, delivery, etc...), except that a surcharge will be levied to the customer at time of purchase. This contract requires the contractor to incorporate a surcharge for all I.M.P.A.C. purchases. The contractor is required to submit a rebate check of 7% of I.M.P.A.C. sales. The rebate check shall be made payable to Disbursing Officer, DFAS-CO. Both the check and the envelope shall include the contract number and the statement "REBATE" to alert Financial Services Branch (DSCC-RRF) personnel that a rebate check is enclosed to ensure prompt and proper handling. The mailing address is: Defense Supply Center Columbus, ATTN: DSCC-RRF, P.O. Box 3990, Columbus, OH 43216-5000. The contractor will also provide data in support of any rebate check on a quarterly basis. Additionally, the contractor will provide a monthly report of their I.M.P.A.C. sales to include as a minimum the number of orders/sales and the dollar amount of each order/sale to the Contracting Officer. The checks are to be received by DSCC-RRF not later than the 25<sup>th</sup> day of January, April, July and October, and each rebate payment is to correspond to I.M.P.A.C. sales for the immediately preceding three-month period; i.e., October through December, January through March, etc.

b. Delivery Orders placed by DLA Inventory Control Points (ICPs)

Any Defense Logistics Agency (DLA) Inventory Control Point (ICP) listed below may issue delivery orders to the awardee for the supplies cited in Section B. The orders may be issued using Electronic Data Interchange (EDI) or in writing on DD Form 1155. EDI invoicing will be mandatory. The Defense Supply Center Columbus (DSCC) will administer the basic contract but each ICP will issue and administer its own delivery orders. The ICPs are:

- Defense Supply Center, Columbus, OH (DSCC) - (SP0900 or SP0700)
- Defense Supply Center, Richmond, VA (DSCR) - (SP0400)
- Defense Supply Center, Philadelphia, PA (DSCP) - (SP0500)

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At a future date other Government agencies may order under the resulting contract.  
Reference Clause I33a.

3. The proposals received in response to this solicitation will be evaluated under "Best Value" procedures as described in Section M.

**SECTION B - SCHEDULE OF SUPPLIES-**

This initiative is to provide long-term contract coverage for electronic NSNs. The scope of this long-term contract is for NSNs that are manufactured by approved sources, whether or not the NSNs are ultimately procured from the approved source(s). The scope of this contract, regardless of the awardee, is NSNs is manufactured by the approved source(s).

Items are available from only a limited number of sources or approved sources. Items within the scope may be added to this initiative or any resulting contract(s) at a later date in accordance with Clause H12, Addition/Deletion of Items on Schedule.

All NSNs are available for download from the World Wide Web at [www.dscclia.mil](http://www.dscclia.mil). After reaching the website, click on "Selling to DSCC". Then, click on "Business Opportunities" and then "Electronic Supply Partnership Initiative." The complete solicitation package along with applicable attachments are located under the Solicitation Number.

1. The supplies covered by this solicitation are listed in the spreadsheet labeled "Schedule B"(Excel format). The schedule contains supplies currently managed by the Defense Supply Center Columbus.
2. Each offeror must download and copy the spreadsheet to a disk. Offered prices and deliveries must be provided on the disk and returned to DSCC along with their complete proposal. Each offeror must clearly identify the disk with the Name and Cage Code, and ensure that the disk is virus-free. **Please do not alter the format of the spreadsheet.**
3. The following information is provided to explain the **Section B** Excel Spreadsheet located as an attachment on-line:

**SPREADSHEET - Notes to offerors**  
**SECTION B:**

**Tab A Columns:**

- (A) ITEM CLIN Number.
- (B), (C) and (D) identify the NSN, Item Name, and Unit of Issue.
- (E) AMSC. The Acquisition Method Suffix Code indicates the adequacy of the available technical data. The primary codes are provided:
  - A = Govt. rights to tech data is questionable
  - B = Source Control Drawing
  - C = Approved Source
  - D = Data to produce is not physically available
  - G = Fully competitive (complete data package available)
  - H = Inadequate Data
  - K = class 1A casting or forging
  - L = Low Dollar Value
  - M = Master tooling required but not available
  - N = Special test/inspection required
  - P = Data proprietary
  - Q = Inadequate data and/or lacks rights to data

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- R = Restricted Data Rights
- S = Military sensitive technology
- T = QPL control- competition possible.
- U = Uneconomical Item
- Z = Non-developmental

(F) PIC. Inspection/Acceptance indicates the inspection and acceptance point for each NSN.  
**1 or C = Origin Inspection & Acceptance and Clause E03 & E04 apply.**  
**2 = Destination Inspection & Acceptance and clause E08 & E09 apply.**

(G) QCC indicates the quantity requirements for each item. QCC100 indicates that the quality is the contractor's responsibility and that no special requirements exist. QCC 200 indicates standard inspection requirements with no special requirements. The Table below indicates which quality clauses apply based on the QCC:

<u>QCC</u>	<u>APPLICABLE CLAUSES:</u>
100, 10M, 200, 20M	E08, E09
100, 10M, 200, 20M	E03, E04

(H) Indicates the Estimated Quantity for Year 1.

(I) Indicates the Estimated Quantity for Year 2.

(J) Indicates the Estimated Quantity for Year 3.

Note to H, I & J: If the Estimated Qty. shown is zero (0), the evaluation quantity is automatically 1 each.

(K) Instructs the contractor to refer to Attachment to Tab A to see assigned source & part number or MILSPEC for each NSN.

(L) Indicates the Offered Cage of manufacturer being offered.

(M) Offered Part Number or Alternate or Updated Part Number. The manufacturer's part number being offered by contractor.

(N through Y) Solicitation **Price Break Ranges and Offered Price for Range.**

Unit prices **must** be input for each item being offered and will be for the **basic contract year**. The price in option years will be adjusted based on Clause I27- Economic Price Adjustment.

Prices **shall not include applicable transportation costs** (F.O.B. Origin).

(Z) Indicates the Government's Required Delivery.

(AA) Indicates the Contractor's Offered Delivery.

(AB) Indicates Hazardous Code (if applicable to the NSN). If the item is NOT hazardous, then leave it blank. Otherwise the offeror is required to use the following codes for each hazardous NSN:

- A = Label required IAW Hazard Communication Standard.
- B = Label required IAW Federal Insecticide, Fungicide and Rodenticide Act.
- C = Label required IAW Federal Food, Drug and Cosmetics Act.
- D = Label required IAW Consumer Product Safety Act or Federal Hazardous Substance Act.
- E = Label required IAW Federal Alcohol Administration Act.
- N = Hazardous Warning Label is required.

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(AC) Remarks. Contractor can annotate in this block any exceptions, alternate offers, and/or other relevant information pertaining to their proposal.

(AD) MO8 RANGE THAT WILL BE WEIGHTED 2 - Offerors total estimated prices for each CLIN will be determined using weighted average. The range identified with a weight of "2" indicates the range in which the QFD quantity falls. All other ranges are assigned a weight of "1". (See Clause M08- Weighted Price Evaluation Method).

4. OFFEROR'S UNIT PRICE(S). Offerors are to annotate the prices that will be charged to the government for each NSN. Unit prices shall be based on F.O.B. Origin to any stock location. OCONUS will be shipped to a CONUS shipping location (CCP- Container Consolidation Point or Freight Forwarder).

Prices are to be based on the Estimated Annual Demand quantity provided. These numbers are based on the best projections available at the time of solicitation and are subject to change. It is important to note however, that those NSNs with annual demand of zero (0) do not necessarily have zero demands. They may in fact be items for which the government has no recurring demands and therefore cannot forecast any realistic estimates. Quantity 1 will be used for evaluation purposes.

Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available. Prices shall include applicable preparation for delivery charges. Packaging will be in accordance with that shown in Section D and any associated costs should be included in the offeror's proposed unit price(s). Reference provision Clause I40.

5. OPTION YEAR. (See Clause I27): Option Year will utilize Economic Price Adjustment. Please read applicable clause.

6. CONTRACT PERIOD: The basic contract period will be for one (1) year beginning on the date of the award. At the option of the government, the contract maybe extended by exercising options for additional one-year periods. The total duration of the contract, including option years shall not exceed three (3) years. In order to exercise option, the contracting officer will provide written notice to the contractor at least fourteen days prior to the expiration date of the contract.



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0386	5935008526522	3	0532	5935010492265	3	0662	5935011089459	3	0769	5935011679424	3
0387	5935008554201	3	0536	5935010546320	3	0664	5935011107143	3	0770	5935011679778	3
0388	5935008567853	3	0537	5935010556310	3	0665	5935011107531	3	0772	5935011685918	3
0391	5935008694815	3	0539	5935010561161	3	0666	5935011107937	3	0775	5935011691198	3
0394	5935008828961	3	0542	5935010575004	3	0670	5935011127985	3	0780	5935011702157	3
0396	5935008868517	3	0543	5935010584287	3	0671	5935011127986	3	0781	5935011707796	3
0397	5935008879845	3	0549	5935010594331	3	0673	5935011129796	3	0782	5935011713480	3
0398	5935008881425	3	0550	5935010619726	3	0676	5935011155073	3	0784	5935011718860	3
0401	5935009020188	3	0562	5935010671216	3	0684	5935011198038	3	0785	5935011721009	3
0402	5935009021148	3	0569	5935010692526	3	0685	5935011204414	3	0786	5935011721354	3
0406	5935009100685	3	0573	5935010717225	3	0686	5935011224208	3	0787	5935011727333	3
0407	5935009131687	3	0576	5935010723880	3	0689	5935011236454	3	0788	5935011728571	3
0408	5935009134888	3	0578	5935010753890	3	0694	5935011283585	3	0789	5935011728572	3
0409	5935009142308	3	0581	5935010758954	3	0696	5935011283623	3	0791	5935011741010	3
0410	5935009160459	3	0582	5935010760126	3	0699	5935011283791	3	0792	5935011741014	3
0413	5935009230017	3	0584	5935010763664	3	0700	5935011285786	3	0793	5935011741765	3
0414	5935009241008	3	0586	5935010783600	3	0703	5935011286715	3	0794	5935011743466	3
0415	5935009275143	3	0587	5935010797350	3	0706	5935011294148	3	0795	5935011751788	3
0416	5935009275295	3	0588	5935010799003	3	0711	5935011321564	3	0797	5935011771302	3
0417	5935009281790	3	0590	5935010820272	3	0712	5935011321572	3	0798	5935011775802	3
0421	5935009352221	3	0591	5935010829545	3	0714	5935011349098	3	0799	5935011779143	3
0423	5935009400436	3	0596	5935010846493	3	0715	5935011363990	3	0802	5935011795322	3
0428	5935009520603	3	0599	5935010854390	3	0717	5935011387935	3	0803	5935011799098	3
0429	5935009549025	3	0604	5935010863225	3	0719	5935011401427	3	0804	5935011808203	3
0433	5935009932230	3	0606	5935010875880	3	0720	5935011405586	3	0806	5935011833885	3
0439	5935010067818	3	0610	5935010890666	3	0721	5935011405603	3	0808	5935011836486	3
0441	5935010088709	3	0614	5935010901561	3	0723	5935011420642	3	0809	5935011836713	3
0442	5935010091944	3	0615	5935010905585	3	0728	5935011443845	3	0810	5935011839656	3
0446	5935010111187	3	0618	5935010926105	3	0729	5935011454619	3	0811	5935011841778	3
0453	5935010141463	3	0619	5935010935179	3	0730	5935011472794	3	0812	5935011860131	3
0454	5935010141470	3	0620	5935010936296	3	0732	5935011475849	3	0813	5935011860133	3
0455	5935010147804	3	0634	5935011000670	3	0737	5935011487786	3	0814	5935011860136	3
0458	5935010165153	3	0638	5935011006775	3	0741	5935011506319	3	0816	5935011860271	3
0463	5935010175023	3	0640	5935011017814	3	0742	5935011512310	3	0818	5935011866380	3
0465	5935010182308	3	0642	5935011017828	3	0743	5935011517849	3	0823	5935011876193	3
0468	5935010217245	3	0643	5935011017838	3	0745	5935011567762	3	0824	5935011877982	3
0472	5935010244275	3	0644	5935011018594	3	0748	5935011590798	3	0825	5935011878004	3
0477	5935010289404	3	0645	5935011023644	3	0751	5935011601048	3	0828	5935011895097	3
0484	5935010335295	3	0646	5935011023660	3	0754	5935011632547	3	0829	5935011895892	3
0486	5935010355135	3	0647	5935011043940	3	0758	5935011634011	3	0830	5935011897629	3
0488	5935010374247	3	0650	5935011058896	3	0760	5935011645238	3	0833	5935011928940	3
0489	5935010376633	3	0652	5935011058904	3	0761	5935011645643	3	0835	5935011935482	3
0496	5935010416440	3	0653	5935011060709	3	0764	5935011650712	3	0836	5935011935515	3
0497	5935010417932	3	0656	5935011077302	3	0765	5935011652714	3	0837	5935011935558	3
0498	5935010421830	3	0657	5935011078813	3	0766	5935011656481	3	0839	5935011951012	3
0527	5935010481181	3	0658	5935011081877	3	0767	5935011658674	3	0840	5935011955885	3

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0841	5935011957286	3	0926	5935012587412	3	1025	5935013432709	3
0842	5935011964792	3	0929	5935012599540	3	1026	5935013453783	3
0845	5935011997118	3	0932	5935012623613	3	1030	5935013480957	3
0847	5935012012277	3	0933	5935012625876	3	1032	5935013514708	3
0848	5935012013844	3	0935	5935012651912	3	1035	5935013523033	3
0849	5935012016461	3	0936	5935012651948	3	1036	5935013527858	3
0850	5935012016469	3	0937	5935012651953	3	1043	5935013554984	3
0851	5935012016470	3	0938	5935012651955	3	1044	5935013561616	3
0852	5935012019442	3	0939	5935012653075	3	1049	5935013581912	3
0853	5935012028375	3	0941	5935012658101	3	1053	5935013639937	3
0854	5935012028391	3	0945	5935012684498	3	1054	5935013639938	3
0858	5935012076527	3	0947	5935012690850	3	1056	5935013653719	3
0859	5935012106361	3	0948	5935012690854	3	1057	5935013706377	3
0860	5935012106374	3	0951	5935012719986	3	1058	5935013715295	3
0861	5935012109854	3	0952	5935012730676	3	1059	5935013716075	3
0864	5935012127938	3	0953	5935012736731	3	1063	5935013754872	3
0865	5935012131351	3	0954	5935012738811	3	1064	5935013761978	3
0867	5935012157933	3	0956	5935012752976	3	1065	5935013764672	3
0872	5935012196502	3	0957	5935012772615	3	1066	5935013767590	3
0873	5935012203043	3	0964	5935012842868	3	1068	5935013787729	3
0874	5935012203044	3	0965	5935012846733	3	1069	5935013789121	3
0875	5935012205516	3	0966	5935012865820	3	1070	5935013801566	3
0876	5935012207297	3	0968	5935012886720	3	1074	5935013845578	3
0880	5935012238032	3	0973	5935012917725	3	1076	5935013867491	3
0882	5935012256841	3	0975	5935012928142	3	1077	5935013877907	3
0888	5935012300454	3	0982	5935012960101	3	1078	5935013885409	3
0894	5935012320983	3	0983	5935012993058	3	1080	5935013888057	3
0895	5935012376719	3	0984	5935012993069	3	1081	5935013889180	3
0896	5935012387754	3	0986	5935012996642	3	1082	5935013901279	3
0899	5935012427467	3	0991	5935013103099	3	1084	5935013936464	3
0900	5935012436803	3	0994	5935013130547	3	1086	5935013948222	3
0901	5935012444747	3	0996	5935013139369	3	1088	5935013970201	3
0902	5935012459364	3	0997	5935013153213	3	1101	5935014080578	3
0904	5935012463545	3	1000	5935013165879	3	1106	5935014134953	3
0906	5935012473330	3	1001	5935013166703	3	1108	5935014156860	3
0907	5935012476503	3	1002	5935013191660	3	1109	5935014182409	3
0910	5935012498252	3	1003	5935013195222	3	1120	5935014250649	3
0911	5935012502528	3	1004	5935013201647	3	1123	5935014284460	3
0912	5935012503327	3	1006	5935013204940	3	1127	5935014372891	3
0913	5935012504805	3	1007	5935013212831	3	1129	5935014407068	3
0915	5935012518772	3	1013	5935013310958	3	1130	5935014416320	3
0916	5935012520215	3	1014	5935013329350	3	1131	5935014416337	3
0919	5935012545099	3	1015	5935013337854	3	1138	5935014457950	3
0921	5935012550747	3	1016	5935013350177	3	1139	5935014467776	3
0923	5935012572116	3	1021	5935013388789	3	1141	5935014497418	3
0924	5935012585053	3	1024	5935013421222	3	1142	5935014510521	3

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1143	5935014512382	3
1144	5935014528266	3
1149	5935014602902	3
1153	5935014628789	3
1155	5935014648607	3
1158	5935014650004	3
1161	5935014679194	3
1163	5935014686539	3
1165	5935014692898	3
1166	5935014697237	3
1167	5935014726287	3
1169	5935014768654	3
1173	5935014815176	3
1174	5935014864861	3
1175	5935014975577	3
1176	5935996326744	3



0033	5935000681995	5
0059	5935001332924	5
0090	5935001871981	5
0109	5935002084223	5
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0384	5935008511026	5
0385	5935008515894	5
0574	5935010718189	5
0731	5935011474804	5
0736	5935011486061	5
0757	5935011634005	5
0866	5935012140398	5
0878	5935012222688	5
0885	5935012290290	5
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0960	5935012795867	5
0969	5935012904766	5
0978	5935012945599	5
0985	5935012995515	5
0993	5935013120514	5
1008	5935013227573	5

1022	5935013395850	5
1037	5935013532488	5
1039	5935013535244	5
1052	5935013638424	5
1067	5935013783609	5
1112	5935014194545	5
1124	5935014321728	5
1128	5935014401084	5
1135	5935014442631	5
1145	5935014530115	5
1172	5935014814479	5

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**Tab A: Attachment I Columns: (Additional Information on Tab A NSNs)**

Tab A, Attachment 1 is added because this solicitation has 1,162 NSNs in it. If all the information contained in this attachment is included in Tab A, the size of the spreadsheet is increased. It is therefore necessary that additional information relating to the NSNs are shown in Tab A, Attachment 1. Tab A is also programmed for use in evaluating offers received under this solicitation.

- (A) ITEM CLIN Number.
- (B) Identifies the NSN.
- (C) Identifies the CAGE
- (D) Lists the approved manufacturer.
- (E) Identifies the applicable Part Number/reference number for each NSN in Tab A, Column B.
- (F) Identifies the RNCC for each NSN in Tab A, Column B.
- (G) Identifies the RNVC for each NSN in Tab A, Column B.

**Tab B: Data Columns:**

- (A) ITEM CLIN Numbers
- (B) Identify the NSN
- (C) AMC
  - 1 = suitable for competitive acquisition for the second or subsequent time
  - 2 = Suitable for competitive acquisition for the first time
  - 3 = Acquire, for the second time directly from the actual manufacturer
  - 4 = Acquire, for the first time directly from the actual manufacturer
  - 5 = Acquire, directly from the sole-source contractor, which is not the actual manufacturer
- (D) Estimated Annual Demand Quantity (ADQ)
- (E) Minimum Order Quantity
- (F) Maximum Order Quantity

**Tab C: There is NO Tab C. (relevant information incorporated in Tab A)**

**Tab D: Packaging data is provided in spreadsheet format to include supplemental data. Any questions concerning packaging may be addressed by calling DSCC-VSP at 614-692-3345 (commercial) or DSN 850-3345. FAX 614-692-1901.**

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**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**1. PARTIAL SHIPMENTS**

Partial shipments are only acceptable for stock locations. A stock order will not be considered "filled" until the complete order (not partial) is delivered, unless authorization is received from the contracting officer. Partial shipments will not be permitted on DVD shipments.

**2. REPAIRED, REBUILT, REMANUFACTURED ITEMS**

Items which have been repaired, rebuilt, remanufactured or are part of an exchange program will not be supplied under this contract unless the item is repaired, rebuilt or remanufactured by the original equipment manufacturer (OEM) or another approved source in accordance with the OEM's specifications.

**SECTION D - PRESERVATION/PACKAGING & MARKING PREPARATION FOR DELIVERY (JUN 1999) DSCC 52.210-9C16**

**1. DLA Stock Shipments:**

See Section C, Tab C Delivery. All alternate delivery periods proposed by the offeror will be noted on a disk to be returned with the proposal along with a signed copy of the complete proposal including a printed version of the spreadsheet and all tabs.

**2.Prohibited Cushioning and Wrapping Materials:** Use of excelsior, newspaper, shredded paper (all types, including wax paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage.

**3.Questions:** Any questions concerning packaging may be addressed by calling **DSCC-VSP** at 614-692-3345 (commercial) or DSN 850-3345. FAX: 614-692-1901.

**CONTRACTOR PERFORMANCE:**

An appraisal of the contractor's performance will be performed periodically during the life of the contract to determine compliance with the delivery requirements. Failure to deliver in accordance with the requirements will cause the contract or any outstanding orders to be considered for termination in accordance with FAR 52.249.8

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dsccl.dla.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

**DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION:** 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 printed in the Remittance Address field of this contract/order.

**A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)**

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

## SECTION B

**B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)**

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dsccl.dla.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icp.htm>

## SECTION D

**D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)**

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The office symbol for the Packaging Team is DSCC-VSP.

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.

**D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)**

- (a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
- (b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
- (c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/external pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

**D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUNE 2002)**

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the

address and the other label on the opposite side of the container. Use the largest labels that will fit.

(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).

**D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)**

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Container Consolidation Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at [www.dsccl.dla.mil/Offices/Packaging/Forms.html](http://www.dsccl.dla.mil/Offices/Packaging/Forms.html).

**D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)**

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

**D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)**

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dsccl.dla.mil/downloads/packaging/dc1636p001.doc>

## SECTION E

**E01 - CLAUSES INCORPORATED BY REFERENCE**

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

**E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)**

**E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)**

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies,

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evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

( ) Same as Offeror  
Applicable to CLIN(s):

( ) Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

( ) Same as Offeror  
Applicable to CLIN(s):

( ) Same as above

( ) Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination -Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (DEC 2001)

This clause is applicable when surplus materials are accepted DLAD 52.211-9000, when a Certificate of Conformance FAR 52.246-15 supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD- 129(latest revision), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

E25 - DOCUMENTATION OF CONFORMANCE AND TRACEABILITY (Applies to QPL and QML Microcircuits, Hybrids and Semiconductors) (DSCC 52.246-9C27) (DEC 2001)

This clause is applicable to all contracts for QPL or QML integrated circuits or hybrid semiconductor devices procured in accordance with MIL-PRF-38510, MIL-PRF-38534 or MIL-PRF-38535, and semiconductor devices procured in accordance with MIL-PRF-19500. This clause applies regardless of the point of inspection designated in the award. This clause applies not only to contracts with suppliers (ex; dealers or distributors) not listed as approved manufacturers on the applicable QPL/QML, but also to contracts awarded

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directly to a manufacturer listed on the applicable QPL/QML.

The items supplied must be in strict conformance to the requirements set forth and/or referenced in the item description, including applicable revisions and slash sheets. To ensure this conformance, the contractor must provide a Certificate of Conformance and Traceability (CoC/T) with the information and documentation required by the applicable military specification. This documentation must reference the contract number and include a certification signed by the approved QPL/QML manufacturer. In addition, if the material is not procured directly from the approved manufacturer, all additional documentation required by the specification must be provided to establish traceability from the QPL/QML manufacturer through delivery to the Government. The CoC/T is required to determine acceptability of the supplies. If the CoC/T is not provided, is incomplete or otherwise unacceptable, the supplies will be determined not to meet contract requirements and will be rejected.

If the contract requires inspection and acceptance at origin, the contractor shall furnish the original and three copies of the CoC/T to the Government Quality Assurance Representative (QAR) with the items offered for acceptance. The CoC/T must clearly reference the applicable contract number. Upon acceptance, the QAR shall sign all copies indicating approval of the certification and acceptance of the supplies. The contractor shall submit one signed copy to DSCC-VQ and one copy to DSCC-CA. The third copy shall be retained by the QAR. The original shall be maintained by the contractor.

If the contract requires inspection and acceptance at destination, the contractor shall mail one copy each of the CoC/T to DSCC-VQ and to DSCC-CA upon shipment/delivery. The CoC/T must clearly reference the applicable contract number.

**E26 - COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)**

The Contractor agrees that the supplies or services furnished under this contract ( ) shall ( ) shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

**E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)**

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.

**DSCC Exclusions:**

- (a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause E30, DSCC 52.246-9C34 applies):
- (1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.
  - (2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.
  - (3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.

**E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (MAR 2002)**

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, 'Marking for Shipment and Storage'. In addition to MIL-STD-129N requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD 129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to

accommodate this additional marking, the reverse side of the package may be used.

(a) Semiconductor Devices procured under MIL-PRF-19500M:

- (1) Part or Identifying Number (PIN)
- (2) Manufacturer's ID and symbol
- (3) Lot identification code and code of assembly plant (if applicable)
- (4) Beryllium oxide identifier (if applicable)
- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)

(b) Microcircuits procured under MIL-M-385 I OJ, Notice I:

- (1) PIN
- (2) Identification code
- (3) Manufacturer's identification
- (4) Manufacture's designation symbol
- (5) Country of origin
- (6) 'JAN' certification mark
- (7) Special marking
- (8) Electrostatic discharge sensitivity identifier

(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification

- (1) Identification number
- (2) Manufacturer's identification
- (3) Manufacturers date code

(d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation GX or ZZ, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129N.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N.

(a) EXTERIOR CONTAINERS: For DLA contracts, each exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).

(b) MULTIPACKS:

(1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded.

(2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD-129N is required.

6. Parcel Post APO/FPO Shipments: The statement 'Contents for Official Use. Exempt from Customs Requirements' be annotated above the mailing address.

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7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.

8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.

**E31 - REPACKAGING BEFORE VENDOR NOTIFICATION**  
(DSCC 52.246-9C36) (MAR 1991)

**E32 - RECORDS RETENTION REQUIREMENTS** (DSCC 52.204-9C01)  
(JUN 1980)

**E34 - QPL CONNECTOR ASSEMBLIES** (DSCC 52.211-9C13)  
(JUN 1999)

**SECTION F**

**F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE**

FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)  
FAR 52.242-15 - Stop-Work Order (AUG 1989)  
FAR 52.242-17 - Government Delay of Work (APR 1984)  
FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)  
FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)  
FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)  
FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)  
FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)  
FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

**F02 - VARIATION IN QUANTITY** (FAR 52.211-16) (APR 1984)

(b) 0 Percent increase  
0 Percent decrease

This increase or decrease shall apply to:  
ALL CLINS

**F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS**  
(DSCC 52.247-9C04) (JAN 2003)

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000  
Telephone (614) 692-2175

Telephone (614) 692-7038 ('S9C' - Construction)  
Telephone (614) 692-7039 ('S9E' - Electronics)

(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

**F05 - SHIPPING INSTRUCTIONS (DOMESTIC)** (DSCC 52.247-9C02)  
(MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

**MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):**  
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.  
(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.  
(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

**FREIGHT INSTRUCTIONS (DOMESTIC)**

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.  
(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.  
(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).  
(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Preload Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

**F06 - SHIPPING INSTRUCTIONS (EXPORT)** (DSCC 52.247-9C03)  
(JUL 2003)

Comply with paperwork requirements of Clause D03, 'Packing List/Invoice/Shipping Documents'. Packaging and marking in accordance with instructions in Section D.

**MAIL INSTRUCTIONS (APO/FPO Addresses):**

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN:

(1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.

(2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.

(3) Parcel post shipments to an APO/FPO address must be addressed to the 'Commander' or 'Commanding Officer' if there is no title preceding the address. Shipments must be annotated under the return address as follows: 'CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS.'

(4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See D08.

(5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package, (See Clause F04, DSCC 52.247-9C04.)

(7) The cost of parcel post insurance will NOT be paid by the Government.

**FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):**

(1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause F01.

(2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.

(3) Shipments to Container Consolidation Points (CCPs):

(a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clauses 'D06.'

(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

(i) Cargo requiring refrigeration/temperature control.

(ii) Classified or sensitive items requiring signature control.

(iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot

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exceed any one of the dimensions or the weight.  
(iv) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.  
(v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.  
(vi) Type 1 shelf life items,  
(vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!  
NOTE 3: Invoices must specify clearly when shipment is made by AIR.

**ADVANCE NOTICE OF DELIVERY:**

Telephone notice of delivery must be given by the carrier to the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

**FREIGHT SHIPPING ADDRESSES:**

Mail address of the ultimate Consignee and 'MARK FOR' information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

**F12a - TIME OF DELIVERY (OVERLAPPING ORDERS) (IDC) (DSCC 52.211-9C29) (JUL 1995)**

The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

WITHIN DAYS AFTER	ITEM NO.	QUANTITY	DATE OF CONTRACT
ALL	ALL		See SECTION B, Tab A Column Z.

(Any balance shall be delivered at the rate of \_\_\_\_\_ every \_\_\_\_\_ days thereafter.)

In the event of overlapping orders, the contractor is not required to deliver any more than \_\_\_\_\_ in any \_\_\_\_\_ day period.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

WITHIN DAYS AFTER	ITEM NO.	QUANTITY	DATE OF CONTRACT
(Any balance shall be delivered at the rate of _____ every _____ days thereafter.)			

(Any balance shall be delivered at the rate of \_\_\_\_\_ every \_\_\_\_\_ days thereafter.)

In the event of overlapping orders, the contractor is not required to deliver any more than \_\_\_\_\_ in any \_\_\_\_\_ day period.

**F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)**

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

- ( ) (Same as Offeror)
- ( ) Other (City and State):

**SECTION H**

**H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999) (DSCC 52.215-9C13)**

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any NSN from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

**(c) Discontinued Items:**

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor should not incur any costs in seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within 60 days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of 100 percent over the maximum order limitation called for in this contract, or at a quantity not to exceed \* if there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

\*to be negotiated

**H13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (FEB 2001)**

Supplies procured through the Defense Supply Center Columbus (DSCC) may be ordered via the Paperless Order Placement System (POPS) or the Electronic Procurement Program Interface (EPPI). Offerors must check one of the following alternatives for paperless order transmission:

( ) Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

( ) Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).

Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dscclia.mil> within 7 days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DIBBS registration under the section entitled 'E-Mail Address for Receipt of DSCC Awards / Information.'

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt. The statement 'POPS Auto Award' or 'EPPI Auto Award' in block 24 of the DD Form 1155 constitutes the contracting officer's signature.

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NOTE: Questions concerning POPS or EPPI should be directed to Paul Bosak at (614) 692-3559.

**H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) DFARS 252.211-7005**

(d) Absent a determination that an SPI price is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

## SECTION I

**I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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

<http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)  
 FAR 52.203-3 - Gratuities (APR 1984)  
 FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)  
 FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)  
 FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)  
 FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)  
 FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)  
 FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)  
 FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)  
 FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)  
 FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)  
 FAR 52.211-5 - Material Requirements (AUG 2000)  
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)  
 FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)  
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)  
 FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$550,000) (OCT 1997)  
 FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)  
 FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)  
 FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)  
 FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)  
 FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (DEC 1998)  
 FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)  
 FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)  
 FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)  
 FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)  
 FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)

FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)  
 FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)  
 FAR 52.222-3 - Convict Labor (JUN 2003)  
 FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)  
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)  
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)  
 FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)  
 FAR 52.222-26 - Equal Opportunity (APR 2002)  
 FAR 52.222-29 - Notification of Visa Denial (JUN 2003)  
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)  
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)  
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Applicable with FAR 52.222-35)  
 FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)  
 FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)  
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (OCT 2003)  
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)  
 FAR 52.227-1 - Authorization and Consent (JUL 1995)  
 FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)  
 FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003)  
 FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)  
 FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998)  
 FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)  
 FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992)  
 FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)  
 FAR 52.232-1 - Payments (APR 1984)  
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)  
 FAR 52.232-11 - Extras (APR 1984)  
 FAR 52.232-17 - Interest (JUN 1996)  
 FAR 52.232-23 - Assignment of Claims (JAN 1986)  
 FAR 52.232-25 - Prompt Payment (OCT 2003)  
 FAR 52.233-1 - Disputes (JUL 2002), Alternate I (DEC 1998)  
 FAR 52.233-3 - Protest After Award (AUG 1996)  
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)  
 FAR 52.242-13 - Bankruptcy (JUL 1995)  
 FAR 52.244-2 - Subcontracts (AUG 1998)  
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)  
 FAR 52.245-1 - Property Records (APR 1984)  
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)  
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)  
 FAR 52.246-23 - Limitation of Liability (FEB 1997)  
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)  
 FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)  
 FAR 52.248-1 - Value Engineering (FEB 2000)  
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)  
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II  
 FAR 52.249-8 - Default (APR 1984)  
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)  
 DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)  
 DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)  
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)  
 DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)  
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)  
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty) (NOV 1995)  
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)  
 DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)  
 DFARS 252.215-7002 - Cost Estimating System Requirements

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(Over \$550,000) (OCT 1998)  
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1996)  
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)  
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)  
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)  
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)  
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)  
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)  
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)  
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)  
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)  
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)  
 DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)  
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)  
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)  
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)  
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)  
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)  
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)  
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)  
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)  
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)  
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)  
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)  
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)  
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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 ( ).

**II15f - METHODS OF PRICING ORDERS (DSCC 52.216-9C52) (NOV 1992)**

Unless a different method is specified elsewhere, the price for any order issued hereunder shall be determined as follows:

- a. The year that the order is issued, and
- b. The unit price applicable to the quantity ordered shall be the unit price for the incremental quantity range in which the quantity ordered falls.

**II17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)**

(a) Definition.

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

(b) The 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

CONTINUED ON NEXT PAGE

**I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)**

**I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)**

**I09 - INDEFINITE QUANTITY (FAR 52.216-22) (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 one year from the expiration date of this contract or final scheduled delivery date under any delivery order places hereunder, whichever is later.

**II1 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (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>.

**II2 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)**

(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 alternate 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 part rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that

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Contract Date (Month, Year)

Revision (if any)

Other Source

Date

Address

(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 ( )

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.

(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.

(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.

(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):

(5) The material has data plates attached. Yes ( ) No ( ) If yes, the price includes replacement of cure-dated components. Yes ( ) No ( )

( ) 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.

(6) The offered material is in its original package. 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.

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

(7) 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.)

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

Contract Number

( ) 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.

NSN

( ) 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 ( ).)

Cage Code

( ) 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.

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:

(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.

Agency

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

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 ( )

(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

Specification/Drawing Number

CONTINUED ON NEXT PAGE

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.

**I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)**

**I26 - CONTRACT LIMITATIONS (MULTIPLE NSNs) (DSCC 52.216-9C14) (APR 2001)**

(i) There may be more than one award under this solicitation, but the same National Stock Number (NSN) will not be awarded to more than one offeror. If more than one award is made in this manner, this process is referred to as a 'SPLIT AWARD.'

(ii) The 'CONTRACT MAXIMUM' for the entire solicitation quantity will be 25,718,721 for the base contract period and each individual option period, which is the total of the individual maximum quantities or dollar estimates for all NSNs.

(iii) The 'CONTRACT MINIMUM' for the entire solicitation quantity will be \$53,580.00 for the base contract period and each individual option period, which is the total of the individual minimum quantities or dollar estimates for all NSNs. The contract minimum applies to the entire range of items solicited and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN.

(iv) In the event of a SPLIT AWARD, the minimums for the individual NSNs actually awarded to each offeror will be totaled to determine the minimum quantity or dollar value of that offeror's award.

**I27 - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD PRICING FOR INDEFINITE DELIVERY TYPE CONTRACT(S) (DSCC 52.216-9C41) (MAY 2001)**

(a) Definitions: As used in this clause,

(1) The term 'contract date' means:  
(i) the date of bid opening for advertised solicitations. If the solicitation contains a set-aside portion, the 'contract date' for the set-aside portion will be the date of bid opening for the non set-aside portion;  
(ii) the date of award for negotiated solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of award of the non set-aside portion.

(2) The term 'contract year' means a period of 365 days beginning on the contract date.

(b) The economic indicator for the purpose of price adjustment under this clause shall be the final version (generally published 4 months after initial publication) of the Producer Price Index (PPI) stated below in the monthly report entitled 'Producer Prices and Price Indexes' by the Bureau of Labor Statistics, U.S. Department of Labor. The applicable PPI is: CODE NO. pcu#3679  
COMMODITY: electronic components

(c) The intent of this clause is to establish a revised contract unit price at the beginning of each option period that will be valid for the entire option period. The base

index for each option period shall be the most current published final PPI, cited in (b) above, that is available to the contracting activity at the time of contract award/exercise of option. For any subsequent option periods, the adjusting index (see paragraph (d) below) that was used for the preceding year will become the base index for the succeeding year. For example, the adjusting index used for the first option period of the contract would become the base index for the second option period of the contract.

(d) The adjusting index for the option period(s) shall be the most current published final PPI stated in (b) above, that is available to the contracting activity at the time the modification is issued extending the contract period.

(e) When the contract period is extended, the procuring contracting officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2), and (3) below. The adjusted prices will be included in the modification issued to extend the contract period and will be used in pricing all delivery orders issued during the extended period of the contract. No other adjustments shall be made to the contract prices during each contract year.

(1) The contract unit prices for supplies (excluding data or First Article Test CLINs) shall be subject to adjustment upward or downward by the percent of difference between the base index and the adjusting index. If the contract unit prices are decreased pursuant to the changes clause or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract date will be subject to adjustment as authorized by the modification.

(2) Price decreases under paragraph (e) (1) above are not subject to any limitation. Price increases shall not exceed percent of the original contract unit price for each contract year.

(3) Price adjustments pursuant to this clause will be made by modification to the contract which will show the base index, the adjusting index and the percentage of difference of these, rounded off to the fifth decimal place, then applied to the contract unit price.

**EXAMPLE:**

Assume: Base Index = 150.3

Adjusting Index = 165.1

Contract Unit Price = \$8.33

Adjustment Formula: Revised price equals (adjusting index)

divided by (base index) times (contract unit price), or, based upon above,

(165.1 divided by 150.3 = 1.09847) times \$8.33 = \$9.15025,

revised price, rounded to \$9.15 = adjusted unit price

The adjusted unit price will be rounded to the nearest cent, i.e., increases amounting to \$.005 to \$.009 shall be rounded upward to the next cent and changes of \$.001 to \$.004 shall be rounded to the lower cent.

(f) If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

**I28 - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)**

**I29 - CONTRACT QUANTITY LIMITATIONS (DSCC 52.216-9C06) (MAR 1998)**

( ) (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:

(1) Minimum Quantity or Dollar Figure:

(2) Maximum Quantity or Dollar Figure:

The Government is obligated to order only the minimum quantity or dollar figure stated above.

( ) (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph

(a) will be doubled.

(X) (c) Multiple NSNs - The CONTRACT MINIMUM will be \$71,536.00, which is the total of the individual quantities or dollar estimates for all NSNs listed below. The totals listed below are estimates only and will be used to determine the minimum quantity or dollar value of the contract in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NSNs awarded. The resulting contract minimum applies to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or

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dollar amount of any NSN awarded. The CONTRACT MAXIMUM will be \$34,337,553.00.

MINIMUM QUANTITY  
OR  
DOLLAR VALUE

NSN

intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I35 - ESTIMATED TOTAL QUANTITY (DSCC 52.216-9C20) (AUG 2001)**

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
See	SECTION B Tab A Column H, I,J	See	SECTION B Tab A Column H, I,J

(x) Contract period as defined in this clause means the extended contract shall be inclusive of the option period.

( ) Contract period as defined in this clause means a separate contract period for the initial basic and each option year.

**I31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)**

- a. (x) on date of award;
- ( ) on a date to be specified not later than days after date of award.

**I32 - PRICING OF DELIVERY ORDERS (DSCC 52.216-9C02) (JUN 2003)**

(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:

- (X) (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.
- ( ) (2) The quantity being shipped to each destination.

(b) If this solicitation/contract contains provision for placement of orders through POPS (Paperless Ordering Placement System), unit prices for those orders will be based on:

- ( ) (1) The total quantity of all requirements for each NSN issued via POPS in a single day, regardless of the number of individual orders.
- (x) (2) The quantity of each individual order.

(c) If this solicitation provides for partial set-aside and the set-aside portion is awarded to the same contractor receiving the award on the non-set-aside portion, the pricing of delivery orders will be accordance with paragraph (a) above.

(d) The minimum quantity to be ordered, per destination, will be the minimum ordering range quantity if specified in section B hereof, for each item.

**I33a - ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Defense Supply Center Columbus. Such orders may be issued from date of contract award through 1 year

**I34 - ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Sec.B,Tab B,Column C [insert dollar figure or quantity], 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 SecB,Tab B,Column D [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of [insert dollar figure or quantity]; 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) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in Section I of the solicitation.  
**NOTE:** It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40, I41, or I54.

**I40 - EXTENSION OF CONTRACT TERM (DSCC 52.217-9C13) (JAN 2001)**

a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

c. If this option is exercised, the price for each succeeding year shall be adjusted pursuant to the applicable 'Economic Price Adjustment' clause of this contract, and such prices shall be used in the pricing of delivery orders issued during each yearly extension of the contract.

d. If the Contractor chooses to accept any of the option years, the offered price, in order to be responsive/acceptable, must be no higher than is offered on the first year.

e. This clause will be used in evaluation of offers.

A 3 year contract (base year plus option year(s)) is desired.

**OFFEROR MUST CHECK ONE OF THE FOLLOWING BLOCKS FOR OPTION YEARS:**

- ( ) The Government's desired option is acceptable.
- ( ) No option is acceptable.
- ( ) \_\_\_\_\_ option years are acceptable.

**NOTE:** Failure to accept option years as requested may result in rejection of offer.

**I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.232-7003) (MAR 2003)**

(a) Definitions. As used in this clause-

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

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

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

(b) Except as provided in paragraph (c) of this clause, the

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Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://rmb.ogden.disa.mil.

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

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

(i) Information regarding EDI formats is available on the Internet at http://www.x12.org.

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

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

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

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

I55 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DLAD 52.219-9003) (DEC 1997)

I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATIONNO. (If none, insert 'None')

I60 - NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7) (JAN 1997)

NOTE: The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(b) (2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

CERTIFICATION

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

WARNING

Contains (or manufactured with, if applicable

\* \_\_\_\_\_ a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL (If none, insert 'None') ACT

I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)

(2) Check here ( ) if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)

I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)

(f) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Line Items: \_\_\_\_\_

Quantity: \_\_\_\_\_

Total: \_\_\_\_\_

I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: http://assist2.daps.dla.mil/quicksearch/

I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,949.00 as payment in full for the administrative costs of such repurchase apply for any termination for default following which the Government

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repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

**I84 - QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**

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

Name:  
Address:

(X) Standardization Document Order Desk  
Bldg 4, Section D  
700 Robbins Ave  
Philadelphia PA 19111-5094

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

Offeror's Name: \_\_\_\_\_

Manufacturer's Name: \_\_\_\_\_

Source's Name: \_\_\_\_\_

Item Name: \_\_\_\_\_

Service Identification: \_\_\_\_\_

Test Number (to the extent known): \_\_\_\_\_

NOTE: The applicable QPL(s) is:

**I106 - REQUESTS FOR EQUITABLE ADJUSTMENT (DFARS 252.243-7002) (MAR 1998)**

**I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)**

**I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)**

**I121 - DISCLOSURE OF INFORMATION (DFARS 252.204-7000) (DEC 1991)**

**SECTION J**

**J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:**

This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.

ATCH/FM NO.	NAME	DATE
(x) DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
(x) SF 33	Solicitation, Offer and Award	Rev 4-85
(x) ---	Section B	---
(x) ---	Sections C through M	---
( ) ---	Interim Amend. No.	---
( ) ---	Quality Assurance Provision (QAP) No.	---
( ) SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
( ) DSCC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73
( ) Form CASB-CMF	Facilities Capital Cost of Money	

( ) DD Form 1861	Factors	----
( )	Contract Facilities Capital Cost of Money	APR 95
( )		
( ) DD FM 1423	Contract Data Requirement List	JUN 90
	EXHIBIT No.	---
	w/ATCH No.	---
	EXHIBIT No.	---
	w/ATCH No.	---
	EXHIBIT No.	---
	w/ATCH No.	---
	EXHIBIT No.	---
	w/ATCH No.	---
( ) DD FM 254	Contract Security Classification Specification	DEC 99

**J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS)** -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

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SECTION K

K01 - SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE

FAR 52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (Over \$100,000)

DFARS 252.209-7001 - Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998) (Over \$100,000)
DFARS 252.225-7031 - Secondary Arab Boycott of Israel (APR 2003)
DFARS 252.225-7042 - Authorization to Perform (APR 2003)

K04 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(b) (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision

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

K06 - TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

d. 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 a Federal, state, or local government;
() Other. State basis.

e. Type of Organization.
() Sole proprietorship;
() Partnership;
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Foreign government;
() International organization per 26 CFR 1.6049-4;
() Other

f. Common Parent.
() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
() Name and TIN of common parent:

Name:

TIN:

K07 - WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)

b. Representation. The offeror represents that it
() is a women-owned business concern.

K08 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)

K11 - ECONOMIC PURCHASE QUANTITY - SUPPLIES (FAR 52.207-4) (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 acquisitions in

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

Offeror Recommendations
Item Quantity Price Quotation Total

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

K12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --
(i) The Offeror and/or any of its Principals --
(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.
(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K14 - DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002) (SEP 1994)

K23 - PLACE OF PERFORMANCE (FAR 52.215-6) (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 spaces provided below the required information:

Place of Performance (street address, city, state, county, zip code)

Name and address of owner and operator of the plan or facility if other than offeror or respondent.

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**K26 - IDENTIFICATION OF SOURCES OF SUPPLY  
(DFARS 252.217-7026) (NOV 1995)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.  
(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE (2)	(3)		
(1)	National	Commercial	
Line	Stock	Item	
Items	Number	(Y or N)	

**Source of Supply**

(4) Company Address

(6) Part No. (7) Actual Mfg.

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

**K27 - SMALL BUSINESS PROGRAM REPRESENTATION (FAR 52.219-1) (APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 334419.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --  
(i) It ( ) is, ( ) is not a HUBZone small

business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and  
(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .1

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**( ) ALTERNATE I (APR 2002)**

- (7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). (The offeror shall check the category in which its ownership falls):  
( ) Black American.  
( ) Hispanic American.  
( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, (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.

**K33 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FAR 52.222-22) (FEB 1999)**

The offeror represents that --  
(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;  
(b) It ( ) has, ( ) has not filed all required compliance reports; and  
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K34 - AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that  
(a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

NOTE: Offeror represents that he ( ) has, ( ) has not, 50 or more employees.

**K36 - RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)**

**K38 - BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7000) (APR 2003)**

- (c) Certifications and identification of country of origin.  
(1) For all line items subject to the Buy American Act and Balance of Payments Programs Clause of this solicitation, the offeror certifies that --  
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and  
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.  
(2) The Offeror certifies that the following end products

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are qualifying country end products:

Line Item Number: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List only qualifying country end products.)

(3) The following end products are other foreign end products:

Line Item Number, Country of Origin (if known)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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)

\_\_\_\_\_

\_\_\_\_\_

K39 - REPORT OF INTENDED PERFORMANCE OUTSIDE THE U.S. (DFARS 252.225-7003) (APR 2003)

K43 - ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

K47 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

(b) Representation. The Offeror represents that it --  
 ( ) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.  
 ( ) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

K51 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

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

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;  
 ( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);  
 ( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);  
 ( ) (iv) The facility does not fall within the Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:  
 (A) Major group code 10 (except 1011, 1081, and 1094.  
 (B) Major group code 12 (except 1241).  
 (C) Major group codes 20 through 39.  
 (D) Industry code 4911, 4931, or 4939 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or  
 ( ) (v) The facility is not located in the United States or its outlying areas.

K53 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FAR 52.222-18) (FEB 2001)

Listed End Product: RUBBER

Listed Countries of Origin: BURMA

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c) (1) or paragraph (c) (2) of this provision.

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

( ) (2) The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

## SECTION L

L01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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 the 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 provision may be accessed electronically at the <http://www.dla.mil/j-3/j-336/logisticpolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.211-14 - Notice of Priority Rating for National Defense Use (SEP 1990)  
 FAR 52.215-16 - Facilities Capital Cost of Money (JUN 2003)  
 FAR 52.216-27 - Single or Multiple Awards (IQ) (OCT 1995)  
 FAR 52.222-24 - Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (\$10m)  
 FAR 52.232-13 - Notice of Progress Payments (APR 1984)  
 FAR 52.247-45 - F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)  
 FAR 52.247-46 - Shipping Point(s) Used in Evaluation of F.O.B. Origin Offers (APR 1984)  
 DFARS 252.206-7000 - Domestic Source Restriction (DEC 1991)

L02 - INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS (FAR 52.215-1) (MAY 2001)

( ) ALTERNATE I (OCT 1997)

( ) ALTERNATE II (OCT 1997)

L09 - CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9003) (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.

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## L17 - ALL OR NONE (DSCC 52.215-9C01) (JAN 1992)

## (a) INDIVIDUAL CLINS

For the individual Contract Line Item Numbers (CLINS) listed below, offers must be submitted on the total quantity of each CLIN and offers for a part of the quantity of any listed CLIN will be rejected. (For Data CLINS, see provision M24 - DLAD 52.217-9000, Data Pricing, Evaluation and Award)

CLIN(s) ALL

## (b) CLIN GROUP(s)

For each group of Contract Line Item Numbers (CLINS) listed below, offers must be submitted on the total quantity of all CLINS within each group, and offers for less than the total quantity comprising the CLIN group will be rejected. (For Data CLINS, see provision M24 - DLAD 52.217-9000, Data Pricing, Evaluation and Award)

CLIN GROUP(s)

## L18 - TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a

- ( ) FIRM FIXED PRICE  
(X) FIRM FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT  
( )

resulting from this solicitation.

## L19 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (JUL 2002) (DLAD 52.217-9002)

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an 'exact product,' an 'alternate product' (which includes a 'previously reverse-engineered product'), a 'superceding part number,' or a 'previously-approved product;' and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in subparagraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

Exact Product - Applies to CLIN(s):

Alternate/Previously Reverse-Engineered Product - Applies to CLIN(s):

Superceding Part Number - Applies to CLIN(s):

Previously-Approved Product - Applies to CLIN(s):

## (b) 'Exact product.'

(1) 'Exact product' means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an 'exact product' is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering 'exact product;' even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)

(i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;  
(ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;  
(iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.

(2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

## (c) 'Alternate product.'

(1) The Offeror must indicate that an 'alternate product' is being offered if the Offeror is any one of the following:

(i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;

(iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or

(iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.

(2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(3) In addition, the Offeror may be required to furnish data describing the 'exact product' cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the AID; or, if not specified in the AID, are as follows: [buyer insert (a), (b), (c), or (d), as applicable, if AID does not identify]. (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(d) Adequate catalog data: This is a commercial off the shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being

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offered, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

(3) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE; or begins with SP0 and contains 'T' or 'U' in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DLAD 17.7501(b) (4).

(i) For solicitation numbers beginning with SPE7 or SPE9; or beginning with SP0 and containing 'T' or 'U' in the ninth position or the PIIN:

Defense Supply Center Columbus  
Directorate of Procurement  
Alternate Offer Monitor, DSCC-PCA  
3990 East Broad Street  
Columbus, OH 43216-5000

(ii) For solicitation numbers beginning with SPE4; or beginning with SP0 and containing 'T' or 'U' in the ninth position of the PIIN:

Defense Supply Center Richmond  
Office of the Competition Advocate  
ATTN: DSCR-DU  
8000 Jefferson Davis Highway  
Richmond, VA 23297-5100

(iii) For solicitation numbers beginning with SPE5; or beginning with SP0 and containing 'T' or 'U' in the ninth position of the PIIN:

Defense Supply Center Philadelphia  
Office of the Competition Advocate/General  
& Industrial  
DSCP-PI  
700 Robbins Avenue  
Philadelphia, PA 19111-5096

(d) 'Superceding part number.'

(1) The Offeror must indicate that a 'superceding part number' is being offered if the offered item otherwise qualifies as an 'exact product,' except that the part number cited in the AID has been superceded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for 'alternate products.' (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an 'alternate product.')

(2) For solicitation numbers beginning with SPE, any data to be furnished with an offer of a 'superceding part number' should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the 'Remarks' section, will make the offer a 'bid with exception,' causing it not to be evaluated.)

(e) 'Previously-approved product.'

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

CLIN NR (s) \_\_\_\_\_ have been previously furnished or evaluated and approved under contract/solicitation number \_\_\_\_\_.

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with

the quotation, or including it in the 'Remarks' section, will make the offer a 'bid with exception,' causing it not to be evaluated.)

(f) For all types of offers ('exact product,' 'alternate product,' 'superceding part number,' or 'previously-approved product'), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a 'superceding part number' or a 'previously-approved part number' to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,200.00 for each required Engineering Support Activity evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215 1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227 7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation, and the Contracting Officer subsequently finds the evidence to be unacceptable, the award may be cancelled.

L20 - MANUFACTURING OR PRODUCTION INFORMATION  
(DLAD 52.217-9003) (FEB 1996)

L21 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  
(DFARS 252.204-7001) (AUG 1999)

L24 - SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CONTRACTING OFFICER: RICHARD LENNON  
DSCC-PCC  
P.O. Box 16704  
Columbus, OH 43216-5000

TELEPHONE: (614) 692-7962

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L25 - AGENCY PROTESTS (DLAD 52.233-9000) (SEP 1999)

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**L28 - AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)**

**L29 - SOCIOECONOMIC PROPOSAL (DLAD 52.215-9002) (MAR 1996)**

**L30 - RESTRICTIONS OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS (DSCC 52.217-9C08) (FEB 2002)**

(a) This acquisition is restricted to source(s) specified on the source control drawing applicable to the item in the Procurement Item Description (PID). Only offers which propose to supply the exact product of the approved sources will be considered for award.

(b) DSCC will not evaluate and approve alternate offers for this item. Offerors who are interested in qualifying their product for purposes of future acquisitions must contact the cognizant design activity specified on the source control drawing.

(c) Award of this solicitation will not be held pending qualification and approval of any product. If your product has been recently approved but not added to the list of approved sources cited in the source control drawing, a copy of the cognizant design activity's letter of approval must be submitted with your offer.

**L39 - JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DLAD 52.215-9004) (DEC 1997)**

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small disadvantaged, and women-owned small businesses).

**SECTION M**

**M01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

FAR 52.247-47 - Evaluation - F.O.B. Origin (JUN 2003)  
 FAR 52.247-49 - Destination Unknown (APR 1984)  
 DFARS 252.225-7032 - Waiver of United Kingdom Levies (APR 2003)  
 DFARS 252.225-7037 - Evaluation of Offers for Air Circuit Breakers (APR 2003)

**M04 - NO EVALUATION OF TRANSPORTATION COSTS (FAR 52.247-50) (APR 1984)**

**M08 - WEIGHTED AVERAGE PRICE EVALUATION METHOD (DSCC 52.215-9C19) (SEP 2000)**

(a) An award or combination of awards will be made under this solicitation based on the offer or offers which represent the best value to the Government. Together with any other evaluation factors specified in this solicitation, offered price(s) will be evaluated as follows.

(b) The total estimated price for each item in the schedule will be determined in accordance with subparagraphs (1) through (3) below. For the purpose of evaluating prices

offered, each quantity increment of the schedule has been weighted (if nothing is entered below all weights are considered to have a value of one(1)). These weights have been assigned on the basis of the heaviest weights on those increments wherein the Government estimates the orders are most likely to be placed. By use of the following weights a weighted average price will be developed for each item using the formula stated in subparagraphs (1) through (3) below.

INCREMENT	WEIGHT
A	SEE SEC B
B	SEE SEC B
C	SEE SEC B
D	SEE SEC B
E	SEE SEC B
F	SEE SEC B

(1) The weighted average price (for a given item for a given year) will be arrived at as follows:  
 (Offered unit price) x (increment weight) = weighted unit price

(Sum of weighted unit prices) divided by (the sum of the weights) = weighted average price.

(2) (The weighted average price) x (the estimated annual requirement) = estimated annual cost for a given item for a given year.

(3) The sum of the estimated annual costs for a given item for the base year plus any option periods = the total estimated cost for that item.

(c) Prices offered must be unit prices only which are clearly stated and require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Unit prices offered must include costs of compliance with all solicitation requirements, with the exception of additive CLINs, addressed below. For each item of supply for which a price is offered, prices must be offered for each quantity increment and year.

(d) Additive CLINs reflect special testing or data requirements. In the event such requirements exist, they will be specified in Section B of the solicitation. The offered price for these special requirements will be added to the associated materiel CLIN after calculation of the total estimated item cost as described in subparagraph (b)(3) above.

If there are several CLINs for the same item with special additive CLIN requirements such costs will be added to each CLIN total estimated cost in a proportion equal to the number of CLINs. In the event an offeror is low only on one CLIN where there are several CLINs for the same item, the cost of special testing or data pertaining to that CLIN will be added for evaluation purposes to accurately reflect all associated costs.

(e) If this solicitation is a sealed bid, award will be made to the responsible, responsive offeror submitting the lowest overall bid. If this solicitation is an RFP, failure to submit proposed prices in accordance with the above instructions may result in rejection of the offer.

**M14 - EVALUATION OF OFFERS PROPOSING USE OF GOVERNMENT OWNED PROPERTY (DSCC 52.245-9C06) (APR 1984)**

**M22 - TRADE DISCOUNTS (DLAD 52.214-9002) (JUN 1983)**

**M23 - SOCIOECONOMIC EVALUATION (DLAD 52.215-9003) (MAR 1996)**

**M25 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DLAD 52.219-9002) (DEC 1997)**

**M31 - EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

**M32 - JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DLAD 52.215-9005) (DEC 1997)**

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor

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during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract management Command activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

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**Information to Offerors**

Each offeror will be assigned an ABVS score based upon its past performance.

(1) Past Performance:

(a) Past Performance information is maintained for performance under all procurements with the Defense Logistics Agency (DLA). \*\* Overall performance is evaluated as is performance in each Federal supply Class (FSC). This information is used to generate ABVS ratings which are based on the following indicators:

Delivery Delinquencies

- Number
- Severity
- Contractor Caused Terminations, Cancellations, and Withdrawals

For administrative purposes, the delivery 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 (CDD).

Quality Complaints

- Product Nonconformance/Laboratory Test Failures
- Packaging Nonconformances

For administrative purposes, the quality rating period excludes the most recent 30 days.

\*\* 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 July 2002.

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.

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at [https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public\\_BSM.asp](https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public_BSM.asp). Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or

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SPEXXX, in lieu of SPOXXX. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SPMXXX. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with YM.

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>.

NOTE : The above 60 and 30 day offset periods are NOT grace periods.

- (2) ABVS rating does not determine an offeror's award eligibility, or technical acceptability, nor does it constitute a responsibility or non-responsibility determination.
- (3) By accessing the DSCC Internet Bid Board System (DIBBS), (<http://dibbs.dsccols.com/>), each offeror will be provided the opportunity to review their ABVS scores and negative historical performance data. For any questions or challenges to negative performance data, please forward requests/challenges to an ABVS Administrator at the below cited address, or telephone/fax an Administrator at one of the provided numbers:

Mail request to:  
 Defense Supply Center, Columbus  
 ATTN: DSCC-PAMB  
 P.O. Box 3990  
 Columbus, OH 43216-5010

Telephone Numbers:  
 (614) 692-1381  
 (614) 692-3383  
 Facsimile (FAX) Number: (614) 692-4170

- (4) When a discrepancy between contractor data and Government data occurs, the Government will make every effort to resolve the discrepancy expeditiously. However, the Government may make an award decision despite the existence of an unresolved challenge. The Government is the final authority for resolution of disputed data and its use in the source selection process.

**Proposal Preparation Requirements**

**PAST PERFORMANCE:**

1. The offeror may provide past performance information, as follows, for consideration along with the offeror's ABVS score, in evaluating past performance:

- (a) A list of contracts, commercial or government, performed within the past two years, limited to three (3) government and three (3) commercial contracts for the same or similar items. The offeror shall provide or include a point of contact (POC), address, telephone number, an average dollar amount of the contract per annum, the period of performance, and a sample listing of the items provided for under the commercial contracts. For any government contracts, provide the government agency, a (POC), telephone number, appropriate contract number, estimated dollar value of the contract, period of performance, and a sample listing of the items provided. The Government reserves the right to limit the number of references it decides to contact.
- (b) A listing of any "problems" or discrepancies (includes shortages, overages, damages, defects, or misshipments, etc.) experienced within the past year for the contracts or customers reported in reference to paragraph 1a. Include a brief description of how these problems were addressed and remedied.

2. The offeror shall describe the extent of its past performance in subcontracting with small, small disadvantaged, women-owned small business concerns, and JWOD entities, in the past two years for the contracts reported in response to paragraph 1 above. The offeror shall also describe the extent of its past participation in the DLA Mentoring Business Agreements Program.

**MENTORING BUSINESS AGREEMENTS PROGRAM -**

The offeror shall describe, as part of its proposal, its current or proposed participation in the DLA Mentoring Business Agreements (MBA) Program. Participants:

Cite your criteria for selecting a firm with whom to mentor. In addition provide the following information with all submissions:

- a. Name, address, and office/plant location for offeror and potential small business concern participants.
- b. Point of contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties. The Government reserves the right to limit the number of references it decides to contact.
- c. The number of people employed by the small business concern.
- d. Plans which identify new business ventures rather than expansion of existing agreements are preferred.
- e. The mentoring plan shall specifically identify the areas of development assistance (i.e. management/technical) that will be provided. Provide a discussion of the areas chosen for mentoring.

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- f. Describe the scope of the plan (i.e. whether the plan will be specifically related to the requirements contained in this solicitation or will the plan cover other government and commercial contracts).
- g. The offeror shall identify and describe the management control techniques that will be used to ensure compliance with any MBA requirement in any contract resulting from this solicitation. This should include the record keeping communication techniques and the methods to be used to control track performance.

**Program Objectives:**

- a. Provide a chart indicating the milestones for program implementation.
- b. Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:
  - (i) an increase in the dollar value of subcontracts awarded to small business and small disadvantaged business concerns under DOD contracts;
  - (ii) an improvement in the level of small business/small disadvantage business participation in DOD, other Federal agencies, and commercial contracting opportunities.

**SOCIOECONOMIC CONSIDERATIONS:**

In addition to the socioeconomic proposal required under L29, DLAD 52.215-9002, the offeror may propose participation by Historically Black Colleges and Minority Institutions.

**JWOD (Javits-Wagner-O-Day Entity Proposal) PROGRAM FACTORS**

The offeror may provide a proposal as required under L39, DLAD 52.215-9004.

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**EVALUATION FACTOR FOR AWARD**

**General Basis for Award:**

**Multiple Awards:** The Government intends to make an award to the offeror that represents the best value to the Government. Additional awards may be made to offeror(s) representing the next best value(s). Award(s) will be made in the combination that will assure the Government's needs in terms of delivery, quality, and price will be met during the life of the contract(s). However, the government will award no more than [REDACTED] contracts per NSN or CLIN groups as a result of this solicitation.

**Single Award:** The award of each item of supply specified in this solicitation will be made to the responsible offeror whose offer conforms with the solicitation and is most advantageous to the Government. In making the best value determination, the Government will make a comparative assessment of the offers.

All proposals will be evaluated to determine that the offered price(s) reflects a technical understanding of the requirement and those considered unrealistic may be rejected.

**Evaluation Factors:**

The following factors, ranked in descending order of importance, will be considered in the evaluation of proposals received under this solicitation:

1. Price
2. Past Performance
3. Proposed Delivery
4. Socioeconomic Support
5. DLA Mentoring Business Program
6. JWOD Program

**1. PRICE:**

The offered price will be evaluated as adjusted by price-related evaluation factors identified in this solicitation together with the following:

- M08** - Weighted Average Price Evaluation Method (DSCC 52.215-9C19)(SEP 2000)
- M12** - Evaluation of Offers for Indefinite Delivery Type Solicitations (DSCC 52.216-9C07) (MAY 2003)
- Other**

Socioeconomic Support, Mentoring Business Agreement Program and JWOD factors are significantly less important than price, past performance and delivery. All factors listed other than price, when combined, are **approximately equal** to cost or price.

**Proposed Delivery:** Offerors will be evaluated on their offered delivery as compared to the government's required delivery. Preference may be given for offers with delivery schedules shorter than the required delivery.

**Past Performance:**

(1) The government will consider the offeror's Automated Best Value System (ABVS) score\*\* and any other information provided relating to the offeror's performance (see Section L). The Government will review and evaluate the offerors reputation for conforming to specifications, to the standards of good workmanship, adherence to contract schedules, commitment to customer satisfaction, and cooperative behavior.

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(2) The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and from other persons and organizations as deemed necessary. The Government reserves the right to limit the number of references it decides to query and to contact references other than those provided by the offeror.

(3) An offeror's ABVS rating is an indicator of performance risk and will be evaluated first on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the FSC score. A vendor's overall score may also be evaluated when a satisfactory measure of confidence cannot be obtained from the FSC score or if a vendor has no FSC score. The Contracting Officer may also take into consideration any other available and relevant past performance data. An offeror with no performance history in any FSC procured by DLA will be identified as a new offeror and will not be scored by the ABVS on performance. However, any other available and relevant past performance data may be considered in rendering an award decision. Regardless, the status of being a new offeror will not be grounds for disqualification for an award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

\*\* 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 July 2002.

\*\*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.

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at [https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public\\_BSM.asp](https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public_BSM.asp). Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or SPEXXX, in lieu of SPOXXX. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SPMXXX. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with YM.

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/%2D6/bsm/test/vic.htm>.

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(4) Performance on prior contracts in subcontracting with small, small disadvantaged, historically black colleges and universities, minority institutions and women owned small concerns, including compliance with the requirements of FAR 52.219-8 - Utilization of Small Business Concerns, FAR 52.219-9 - Small Business Subcontracting Plan, and DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD contracts), will be considered. Use of JWOD entities and MBA performance under previous contracts will also be considered.

**SOCIOECONOMIC PROPOSAL**

In addition to the information requested under provision L29 - DLAD 52.215-9002, which will be evaluated in accordance with provision M23 - DLAD 52.215-9003 as well as this provision, the extent of the proposed participation of historically black colleges and universities and minority institutions will be considered.

**Mentoring Business Agreement Program**

See Provision M25 – DLAD 52.219-9002.

**JWOD SUPPORT**

The information requested under provision L39 - DLAD 52-215-9004 will be evaluated in accordance with provision M32 – DLAD 52-215-9005.