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 the 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	2. (X one)	3. DATE/TIME RESPONSE DUE
SP0900-03-X-H861	[ ] a. INVITATION FOR BID (IFB) [ ] b. REQUEST FOR PROPOSAL(RFP) [X] c. REQUEST FOR QUOTATION (RFQ)	2004 Feb. 13

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 in 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)	5. ITEMS TO BE PURCHASED (Brief description)
Defense Supply Center Columbus **3990 E. Broad St.** **P.O. Box 16704** **Columbus, OH 43216-5010**	Electronic Commercial NSNs

6. PROCUREMENT INFORMATION (X and complete as applicable)

X	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS _____% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:_____
	c. THIS PROCUREMENT IS _____% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:_____
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)		b. ADDRESS (Include Zip Code)
Erin Kirkby, PCCCTAU		**Defense Supply Center Columbus** **3990 E. Broad St.** **P.O. Box 16704** **Columbus, OH 43216-5010**
c. TELEPHONE NUMBER *(Include Area Code and Extension)* **(614) 692-1642**	d. E-MAIL ADDRESS **Erin.Kirkby@dla.mil**	

9. REASONS FOR NO RESPONSE (X all that apply)

	a. CANNOT COMPLY WITH SPECIFICATIONS		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	b. UNABLE TO IDENTIFY THE ITEM(S)		e. OTHER (Specify)
	c. CANNOT MEET DELIVERY REQUIREMENT		

10. MAILING LIST INFORMATION (X one)
WE [ ] DO [ ] DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER

(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyyymmdd)

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->	RATING DOA7	PAGE 1 OF PAGES 26

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	SP0900-03-X-H861	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	2003 Dec 15	IQC03150009002

7. ISSUED BY CODE SP0900

Defense Supply Center Columbus
3990 E. Broad St.
P.O. Box 16704
Columbus, OH 43216-5010

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

8. ADDRESS OFFER TO *(If other than Item 7)*

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

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 1PM *(Hour)* local time 2004 Feb 13 *(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 **Erin Kirkby, PCCCTAU**
B. PHONE / FAX *(NO COLLECT CALLS)* **(614) 692-1642 / FAX: (614)692-3109**
C. E-MAIL ADDRESS **Erin.Kirkby@dla.mil**

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	5
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	4			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	17
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	23
	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	26

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:* ->	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NO. *(Include area code)*

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

15D. FAX NO.

15E. E-MAIL ADDRESS

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 41 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* -> ITEM

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

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

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

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 solicitation is to establish a Commercial Long Term Indefinite Delivery Purchase Order (IDPO) for the supplies listed in Section B to provide coverage for military customers in the continental United States (CONUS) and military customers outside of the continental Untied States (OCONUS). The coverage will entail the contractor to deliver items to a military stock location (stock order). FOB is destination is required, thus transportation charges will be included in the unit prices. The contract will be for one year with (2) 12-month options to extend the contract terms at the government's discretion. However, the contract will not exceed three years and/or the $5 million threshold. Awards will be made "all or none" by National Stock Number (NSN), resulting in possible split awards.

2. 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 Electronic Data Interchange (EDI) or writing using a DD Form 1155. EDI invoicing will be mandatory.

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

1. The scope of this initiative is to provide long-term coverage for electronic commercial NSNs. All NSNs are available for download from the World Wide Web at www.dscc.dla.mil. After reaching the website, click on "Doing Business with DSCC". Next, click on "Business Opportunities" and then "Electronics Supply Partnership Initiative". The complete solicitation, along with the applicable attachments, is located under the subject solicitation number.

2. The supplies covered by this solicitation are listed as an attachment in the spreadsheet labeled "Schedule B" (Excel format). The schedule contains items currently managed by the Defense Supply Center Columbus.

3. 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 name and cage code and ensure that the disk is virus-free. **Please do not alter the format of the spreadsheet.**

4. The following information is provided to explain the Section B Excel Spreadsheet located as an attachment on-line.

(A) CLIN, (B) NSN (National Stock Number) and **(C) ITEM NAME** - Identifies the national stock number and the item name.

(D) UI – Unit of issue.

(E) AMSC – Acquisition Method Suffix Code. AMSC of C identifies items requiring engineering source approval by the design control activity in order to maintain the quality of the part. AMSC of H identifies items in which the Government physically does not have in its possession sufficient, accurate or legible data to purchase the parts from other than the current source. AMSC of G identifies items the Government has unlimited rights to the technical data and the data package is complete. AMSC of L identifies items of which the annual demand value fall below the screening threshold established by DOD field activities however the item has been screened for additional sources, resulting in either confirmation that the initial source exists or that other sources may supply part. AMSC of R identifies in which the data or the rights to use the data needed to purchase this part from additional sources are not owned by the Government and it has been determined that it is uneconomical to purchase them. AMSC of T identifies items controlled by QPL procedures. AMSC of Z identifies the part as a commercial, non-developmental or off the shelf item.

(F) PIC – Place of Inspection. The PIC identifies the inspection and acceptance point for each NSN. A "1" or "C" designates origin inspection and acceptance and clauses E03, E04 and E18 are applicable. A "2" designates destination inspection and acceptance.

(G) QCC – Quality Control Code. Designates the quality requirements for each NSN. The Table below indicates which quality clauses apply based on the QCC. For further explanation of QCC codes see FAR Part 46.

QCCs	APPLICABLE CLAUSES
100, 13M, 10Q, 20M, 23M, 200, 202	(no higher level quality clauses apply)

(H), (I) and (J)- Estimated quantities for year 1, year 2, year 3.

(K) APPROVED CAGE & PART #/MIL SPEC- Click on "Attachment 1" located at the bottom of the worksheet to view complete list of approved cages and part numbers for each NSN.

(L) OFFERED CAGE AND (M) PART NUMBER – The manufacturer's cage and part number being supplied by the contractor.

(N) PRICE BREAK RANGE A- Range varies per NSN depending upon its demand.
(O) OFFERED PRICE FOR RANGE A- Insert offered price for quantities falling within Range A.

(P) PRICE BREAK RANGE B- Range varies per NSN depending upon its demand.
(Q) OFFERED PRICE FOR RANGE B- Insert offered price for quantities falling within Range B.

(R) PRICE BREAK RANGE C- Range varies per NSN depending upon its demand.
(S) OFFERED PRICE FOR RANGE C- Insert offered price for quantities falling within Range C.

(T) PRICE BREAK RANGE D- Range varies per NSN depending upon its demand.
(U) OFFERED PRICE FOR RANGE D- Insert offered price for quantities falling within Range D.

(V) PRICE BREAK RANGE E- Range varies per NSN depending upon its demand.
(W) OFFERED PRICE FOR RANGE E- Insert offered price for quantities falling within Range E.

(X) PRICE BREAK RANGE F- Range varies per NSN depending upon its demand.
(Y) OFFERED PRICE FOR RANGE F- Insert offered price for quantities falling within Range F.

(Z) GOVERNMENT REQUESTED DELIVERY- Delivery days determined by historical production lead times and the Defense Supply Center's 2003 goals per NSN. If a proposed delivery is not indicated, the government's requested deliveries listed shall be deemed accepted by the offeror.

(AA) OFFERED DELIVERY- Insert proposed delivery days if different from the government's requested delivery. Delivery is an evaluation factor and preference may be given to offers with shorter delivery schedules.

(AB) HAZ CODE- Hazardous Label Coding. The offeror is **required** to input one of the following codes for each hazardous NSN.
If the item is not hazardous, leave it blank.

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 not required.

(AC) REMARKS - Any exceptions, alternate offers, and/or other relevant information should be annotated in this column.

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

5. **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. Destination 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 as provided. These numbers are based on the best projections available at the time of this solicitation and are subject to change. It is important to note however, that those NSNs with annual demands of zero do not necessarily have zero demands. They may in fact be items for which historical data is otherwise incomplete or unavailable, or items for which the government has no recurring demands and therefore cannot forecast any realistic estimates. Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available. 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.

6. **OPTION YEAR** - (See Clause I27): Option year pricing will utilize Economic Price Adjustment. Please read applicable clause.

7. **CONTRACT PERIOD**: The basic contract period will be for one year beginning on the date of the award. At the option of the government, exercising a one-year option may extend the contract. However, the total duration of the contract, including option years, shall neither exceed three years nor shall it exceed the $5,000,000 threshold. In order to exercise the option, the Contracting Officer will provide written notice to the contractor at least fourteen days prior to the expiration date of the contract. (See Clauses I40 and I66)

******Note Clause E_27 applies to stock classes 5961 and 5980; Clause E_33 applies to stock classes 5961, 5962, 5980 and 5998******

SECTION D – PRESERVATION/PACKAGING & MARKING FOR DELIVERY (JUN 1999) DSCC 52.210.9C16

Packaging information for supplies covered by this solicitation is listed on spreadsheet titled "Packaging Information" (Excel format). The spreadsheet is located at the website address identified on page 2 of this solicitation.

FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2003)

Addenda to FAR 52.212-4-Contract Terms and Conditions-Commercial Items (Feb 2002)

Add the following:

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.

SECTION B

B02 - QUANTITY BREAK (DLAD 52.213-9000) (JUL 1999)

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.dscc.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

B06 CHANGES IN PALLETIZATION REQUIREMENTS

Effective October 1, 2001, European countries are restricting shipments of material in or on Non-Manufactured Wood Packaging Material (NMWPM) (i.e., pallets, boxes, crates, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC):

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of 'NC', 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

All contracts and orders where NMWPM may be used to ship material to U.S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, and the aerial ports of embarkation at Dover, DE; Travis Air Force Base, CA; Naval Air Station, Norfolk, VA; and Charleston Air Force Base, SC to the affected countries.

Additional information is available on the DSCC Packaging website:

http://www.dscccols.com/offices/packaging/index.html

B11 - SUPPLIES FURNISHED BY DELIVERY ORDERS

B15 - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS (AUG 1985)

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 Consolication 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/exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

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.dscc.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.dscc.dla.mil/downloads/packaging/dc1636p001.doc

SECTION E

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,

CONTINUED ON NEXT PAGE

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) (DEC 1991)

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)

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 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 agress that the supplies or services furnished under this contract ( ) shall ( ) shall not be covered by the most favorable commercial warranties the

CONTINUED ON NEXT PAGE

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.

E27 - QUALITY ASSURANCE PROVISION (QAP-GEIA 9280) (DSCC 52.246-9C29) (JAN 2000)

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-ST7D-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.

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.

E33 - QUALITY ASSURANCE PROVISIONS (PACKAGING) (DSCC 52.246-9C38) (MAR 2002)

Sensitive Electronic Devices
All items subject to degradation from Electrostatic/ Electromagnetic (ES/EM) environmental field forces, including those items having a MIL-STD-2073-1D, preservation method code of GX, shall be handled and packaged at an approved Field Force Protective Work Station. If the preservation method code called out in this solicitation does not specify Electrostatic/Electromagnetic (ES/EM) protection, and your proposed item of supply is subject to degradation from (ES/EM) environmental field forces, please provide appropriate technical packaging data along with your quotation. Failure to provide required packaging data for offered items of supply which are subject to degradation from ES/EM environmental field forces may result in your offer not being considered for award.

SECTION F

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

(b) 0 Percent increase

CONTINUED ON NEXT PAGE

0 Percent decrease

This increase or decrease shall apply to:
all

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 tax number should be included in your request. The DSCC Master solicitation is located at: http://DIBBS.dscc.dla.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/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. 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 ndividual 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 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:

CONTINUED ON NEXT PAGE

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
See	Schedule B	

(Any balance shall be delivered at the rate of N/A every N/A days thereafter.)

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(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.

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

SECTION H

H09 - ELECTRONIC INVOICING (DSCC 52.232-9C04)(OCT 2000)

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WInS).

For detailed information concerning electronic invoicing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868 or 614-693-5627. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

https://ecweb.dfas.mil

This above site is for DFAS-CO Web based Invoicing System (WInS). Look under the Help Button for 'These are your Web Invoice Test Partners'

http://www.dfas.mil

Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

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.dscc.dla.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.

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

SECTION I

I01c - SOLICITATION CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

DFARS 252.204-7004 - Required Central Contractor Registration (NOV 2001)

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

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.

I11 - 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.

I12 - 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 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 cousel (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 ( ).

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)

(a) Definition.
'Surplus material,' as used in this clause, means new,

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

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

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

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.
Yes ( ) No ( )
The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).
Yes ( ) No ( )
The material conforms to the revision letter/number, if any is cited.
Yes ( ) No ( ) Unknown ( )
If no, the revision offered does not affect form, fit, function, or interface.
Yes ( ) No ( ) Unknown ( )
The material was manufactured by:

(Name) _____

(Address) _____

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

Government Selling Agency _____

Contract Number _____

Contract Date (Month, Year) _____

Other Source _____

Address _____

Date Acquired (Month/Year) _____

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

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

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

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

Contract Number _____

NSN _____

Cage Code _____

Part Number _____

Other Markings/Data _____

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

Agency _____

Contract Number _____

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

Specification/Drawing Number _____

Revision (if any) _____

Date _____

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

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

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

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check which one applies):

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

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

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

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

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

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

_____

_____

_____

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

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

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

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

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

I18 - PRIORITY RATING (DLAD 52.211-9002)(MAR 2000)

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

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. 3699
COMMODITY: 'Electronic and electrical equipment and supplies, nec.'
(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 10 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

CONTINUED ON NEXT PAGE

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 1st DO amount , 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 dollar amount of any NSN awarded. The CONTRACT MAXIMUM will be $5,000,000.00 .

NSN	MINIMUM QUANTITY OR DOLLAR VALUE

( ) 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 seperate 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.
( ) (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 365 days .

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 1 each [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 1000 each [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of N/A [insert dollar figure or quantity]; or
(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) 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 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	Schedule B		

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:

CONTINUED ON NEXT PAGE

( ) 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.

I56 - NOTICE OF SUBCONTRACTING PLAN (DSCC 52.219-9C03) (FEB 2003)

(Applicable only to offers in excess of $500,000 inclusive of option value.)

When requested by the Contracting Officer, the apparent successful offeror must submit within fifteen (15) calendar days its subcontracting plan in accordance with FAR 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate I (for sealed bid acquisitions), which are incorporated by reference, or furnish evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award. Failure to respond to the Contracting Officer's request by furnishing a subcontracting plan or evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award shall be cause for rejection of offer. Where a commercial product is offered and a company/division wide plan has been previously submitted and approved, the offeror shall submit a copy of the approved plan along with evidence of prior approval. A sample subcontracting plan format is available for use at http://www.dscc.dla.mil/downloads/bcc/subcontracting_plan_format.doc

NOTE 1: In order to facilitate and expedite the processing of a subcontracting plan when requested by the Contracting Officer, the offeror shall furnish the data elements in the same sequence as set forth in paragraphs (d) of the applicable clause.

NOTE 2: If the contract contains a requirement to send a copy of the SF294 Subcontracting Report for Individual Contracts to the ACO at DCMAO, a copy of the SF294 report is also to be submitted to DSCC-DU, P.O. Box 3990, Columbus, OH 43216-5000, fax number 614-692-4920.

NOTE 3: SBA has developed a web-site at http://web.sba.gov/subnet to assist prime contractors in meeting or exceeding their subcontracting goals. Primes are encouraged to post subcontracting opportunities in the form of solicitations or notices that can be viewed by other business concerns who may be able to provide needed supplies/services.

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).

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 WARING 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).

I66 - INDEFINITE DELIVERY PURCHASE ORDER (IDPO) CONTRACT (MAR 2003) (DSCC 52.213-9C03)

NOTICE: The Government desires to enter into an IDPO contract. However, quotes which do not include agreement with the following clause will be considered. Such quotes may be accepted if in the best interest of the Government, considering all stated evaluation factors.

(a) The contractor ( ) agrees/ ( ) does not agree that it will accept additional orders under the same terms and conditions specified in the purchase order. This agreement becomes binding upon delivery of the initial order, which is the minimum quantity for this IDPO. As the initial award represents the minimum quantity, the Government is under no obligation to place additional orders under this contract. The Government may place additional orders for a period of 1 year(s) from the date of the initial order. All additional orders will reference the initial order. (Numbering) The aggregate value of all orders, including the initial order, shall not exceed the simplified acquisition threshold. Therefore, the maximum quantity under the IDPO is $100,000, or $5,000,000 for acquisitions conducted under FAR Subpart 13.5.

(b) Evaluation of Quotes. If quotes include variable pricing based upon conditions such as quantity ranges, transportation zones, and/or option years, quotes will be evaluated by establishing an average unit price. The average unit price will be established by adding all unit prices together, then dividing the sum by the number of unit prices.

(c) Pricing of Additional Orders. When issuing additional orders the unit price shall be based on the price from the quantity range that will cover the total quantity on the order, regardless of destination.

(d) Numbering. The uniform procurement instrument identification numbering (PIIN) system will be used. The IDPO Agreement and subsequent orders will be distinguished by a 'D' in the ninth position, and a '5' in the tenth position of the PIIN. The first order will be numbered with a sub-PIIN of '0001'. Subsequent orders will be serially numbered with sub-PIINs of '0002' through '9999'.

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

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:

( ) 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.

CONTINUED ON NEXT PAGE

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:

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

FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer shall check as appropriate.]
(x) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
(D) (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
(D) (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(D) (4)(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L.103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
(D) (4)(ii) Alternate I (MAR 1991) of 52.219-5.
(D) (4)(iii) Alternate II (JUN 2003) of 52.219-5.
(D) (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
(D) (5)(ii) Alternate I (OCT 1995) of 52.219-6.
(D) (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
(D) (ii) Alternate I (OCT 1995) of 52.219-7.
(D) (7) 52.219-8, Utilization of Small Business Concerns (JAN 2002) (15 U.S.C. 637(d)(2) and (3)).
(D) (8) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
(D) (i) Alternate I (OCT 2001) of 52.219-9.
(D) (ii) Alternate II (OCT 2001) of 52.219-9.
(D) (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(D) (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(D) (ii) Alternate I (JUN 2003) of 52.219-23.
(D) (11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).
(D) (12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(D) (13) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
(D) (14) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
(D) (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)
(X) (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
(X) (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)
(X) (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
(X) (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(D) (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(D) (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
( ) (21) Omitted
( ) (22) Omitted
( ) (23) Omitted
(X) (24) 52.225-13, Restriction on Certain Foreign Purchases (OCT 2003) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
( ) (25) Omitted
( ) (26) Omitted
(D) (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), (10 U.S.C. 2307(f)).
(D) (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(X) (29) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(D) (30) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
(D) (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
(D) (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
( ) (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C 2631).
(D) (ii) Alternate I (APR 1984) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
(D) (1) 52.222-41, Service Contract Act of 1965, As amended (MAY 1989) (41 U.S.C. 3351, et seq.).
(D) (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(D) (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(D) (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(D) (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).
d. Comptroller General Examination of Record. The Contractor shall comply with the provision of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless indicated below, the extent of the flow down shall be as required by the clause -
(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793); and
(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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(vi) 52.247-64, Preference for Privately-Owned U.S. - Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(D) Alternate I (FEB 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to 'paragraphs (a), (b), (c), or (d) of this clause' in the redesignated paragraph (d) to read 'paragraph (a), (b), and (c) of this clause'.

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

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

(X) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
(D) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)(15 U.S.C. 637)
(D) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)(15 U.S.C. 637 note).
(D) 252.225-7001, Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
(D) 252.225-7012, Preference for Certain Domestic Commodities. (FEB 2003) (10 U.S.C. 2533a).
(D) 252.225-7014, Preference for Domestic Specialty Metals (APR 2003)(10 U.S.C. 2533a).
(D) 252.225-7015, Restriction on Acquisiiton of Hand or Measuring Tools (APR 2003)(10 U.S.C. 2533a).
(D) 252.225-7016, Restriction on Acquisitin of Ball and Roller Bearings (APR 2003)
(D) Alternate I (APR 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
(D) 252.225-7021, Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C 3301 note).
(D) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
(D) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)(22 U.S.C. 2755).
(D) 252.225-7036, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (APR 2003)
(D) Alternate I (APR 2003)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)
(D) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3))
(D) 252.226-7001, Utilization of Indian Organizaitons, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business concers (OCT 2003) (Section 8021 of Pub. L. 107-248).
(D) 252.227-7015, Technical Data--Commercial Items (NOV 1995)(10 U.S.C. 2320)
(D) 252.225-7037, Validation of Restrictive Markings on Technical Data (SEP 1999)(10 U.S.C. 2321)
(D) 252.232-7003, Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
(X) 252.243-7002, Requests for Equitable Adjustment (MAR 1998)(10 U.S.C. 2410).
(X) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)
(X) Alternate I (MAR 2000)
(D) Alternate II (MAR 2000)
(D) Alternate III (MAY 2002) (10 U.S.C. 2631)
(D) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statues of Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

DFARS 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003)(10 U.S.C. 2533a).
DFARS 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C. 2631).

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

FAR 52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2003)

Note: The North American Industry Classification System (NAICS) code and small business size standard for this solicitation is as follows:

FSC	NAIC	Business Size
5961	334413	500
5962	334413	500
5965	334419	500
5980	335999	500
5998	334418	500
5999	334415	500
6625	334515	500

Addenda to FAR 52.212-1-Instructions to Offerors-Commercial Items- (Continued)
Delete the narrative section of 52.212-1(c)
Period for acceptance of offers.
Replace with the following:
(c) Period for acceptance of offers.
The offeror agrees to hold prices 120 calendar days from the date specified for receipt of offers.

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SECTION K

K01 - SOLICITATIONS PROVISIONS INCORPORATED BY REFERNCE

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)

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.

_____

_____

_____

_____

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 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)

_____

_____

SECTION L

L01c - SOLICITATIONS PROVISIONS INCORPORATED BY REFERNCE (FAR 52.252-1) (FEB 1998)

FAR 52.216-27, Single or Multiple Awards (OCT 1995)

L03 - AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DoD 5010.12-L. (FAR 52.211-2) (DEC 1999)

L07 - AVAILABILITY OF DRAWINGS (DSCC 52.211-9C13) (JAN 2003)

The primary source for drawings, which support DSCC solicitations, is the DSCC Bid set Interface (DBI) website. The website is available through the DSCC Internet Bid Board System (DIBBS). All drawings available on the DBI website must be viewed and/or downloaded from the website. Requests for hard copy or CD-ROM copies of drawings that are available on DBI will be returned unprocessed.

Request for drawings that are listed on the DBI, as 'Restricted, Available to Authorized Vendors only', must be ordered by clicking on the 'Order via CD-ROM'. An automated order form will appear with the Solicitation # , Return by Date and NSN populating the first three fields of the form for your convenience. It is important that the 'Certification # and Certification Date' are completed on the form. Failure to provide complete information will cause delays in issuance of the requested drawing(s). All requests for restricted drawings will be provided on CD-ROM. Allow seven days for receipt of the CD. If you have any questions about your order after seven days call 614-692-1204.

To assist us in operating this website feature, we have established a vendor-interactive e-mail address at dbi-drawings(at)dscc.dla.mil. If you are reading solicitations and accessing available bid sets and discover a discrepancy between what is listed in the 'Item Description' of the solicitation and what is available in the bid set drawing list, we request that you send an e-mail message describing the discrepancy. You may advise us in instances such as, 'wrong revision level in the DBI', 'drawing(s) in the solicitation, but none in DBI', or 'additional drawings in the solicitation and not available in DBI'.

CAUTIONARY NOTE: It is your responsibility to make sure that you obtain and use the drawings and revision levels that are called out in the solicitation.

If you have any questions about the operation of the DBI website (drawing questions only), call 614-692-3207 or 614-692-1204.

FOR LONG TERM CONTRACTS, WITH MULTIPLE NSNS, THAT REQUIRE DRAWINGS.
To obtain the CD-ROM drawings contact the Long Term Contract Drawing Monitor via email: Leonard.gutter(at)dscc.dla.mil. Questions or comments may be directed to Leonard Gutter at 614-692-2306.

Government Specification can be acquired through the Acquisition Streamlining and Standardization Information System (ASSIST) at http://astimage.daps.dla.mil.quicksearch/.

The Government does not supply Commercial (non-government) Specification and Standards. It is the responsibility of the contractor to obtain these.

L08 - REFERENCED SPECIFICATIONS (DSCC 52.211-9C21) (AUG 2001)

The effective issue or revision of specifications, standards, or other documents referenced in the cited specifications or in the purchase item description (Section B) shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) available at http://assist.daps.mil that is in effect on the first day of the month in which the solicitation is issued.

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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.

L12 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)

( ) ALTERNATE I (OCT 1997)
(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

( ) ALTERNATE II (OCT 1997)
(c) When the proposal is submitted, also submit one copy each: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

( ) ALTERNATE III (OCT 1997)
(c) Submit the cost portion of the proposal via the following electronic media:

(e.g., electronic spreadsheet format, electronic mail, etc.).

( ) ALTERNATE IV (OCT 1997)
(a) Submission of cost or pricing data is not required.
(b) Provide information described below:

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) see schedule B
(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.

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 D. Lennon
DSCC-CCT
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)

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

SECTION M

M02 - SCOPE OF THIS SOLICITATION (DSCC 52.215-9C29) (JUN 2000)

a. If this solicitation calls for offers on quantity ranges, any resulting award will be for a quantity of units falling within one of the specific range. The unit price applicable to the entire quantity awarded shall be the unit price offered for the quantity range in which the quantity awarded falls.
b. Quantity Ranges: If the offeror desires to offer the same price for all ranges of that item, he may state that the unit price applies to all ranges of that item, instead of repeating the same unit price in all columns. If the offeror desires to offer different prices for any range of any item, he must insert a unit price in each quantity range column.
c. When quantity ranges are solicited award may be made without discussion to the offeror offering the quantity and price combination most advantageous to the Government.

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	Weights
B	Identified
C	in
D	schedule B
E	
F	

(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.

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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.

M27 - EVALUATION FACTOR FOR PREAWARD SURVEY (DLAD 52.215-9001) (MAR 1994)

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

FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

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

Technical and past performance, when combined, are

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUNE 2003)

(a) Definitions. As used in this provision:

'Emerging small business' means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

'Forced or indentured child labor' means all work or service-
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

'Service-disabled veteran-owned small business concerns'--
(1) Means a small business concern --
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

'Small business concern' means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this

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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.

M27 - EVALUATION FACTOR FOR PREAWARD SURVEY (DLAD 52.215-9001) (MAR 1994)

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

FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

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

Technical and past performance, when combined, are

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUNE 2003)

(a) Definitions. As used in this provision:

'Emerging small business' means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

'Forced or indentured child labor' means all work or service-
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

'Service-disabled veteran-owned small business concerns'--
(1) Means a small business concern --
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

'Small business concern' means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this

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solicitation.

'Veteran-owned small business concern' means a small business concern--
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

'Women-owned business concern' - means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

'Women-owned small business concern' means a small business concern --
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
(1) All offerors must submit the information required in paragraph (b)(3) through (b)(5) of this provision to comply with debt collection requirements 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) Taxpayer Identification Number (TIN).
( ) TIN:
( ) TIN has been applied for.
( ) TIN is not required because:
( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
( ) Offeror is an agency or instrumentality of a foreign government;
( ) Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
( ) Sole proprietorship;
( ) Partnership;
( ) Corporate entity (not tax-exempt);
( ) Corporate entity (tax-exempt);
( ) Government entity (Federal, State, or local);
( ) Foreign Government;
( ) International organization per 26 CFR 1.6049;
( ) International other
(5) Common Parent.
( ) Offeror is not owned or controlled by a common parent:
( ) Name and TIN of common parent:

Name:
TIN:

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ( ) is, ( ) is not, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small business in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.
(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) for four designated industry groups (DIGs).] Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Number of Employees	Gross Revenues
( ) 50 or fewer	( ) $1 million or less
( ) 51 - 100	( ) $1,000,001 - $2M
( ) 101 - 250	( ) $2,000,001 - $3.5M
( ) 251 - 500	( ) $3,500,001 - $5M
( ) 501 - 750	( ) $5,000,001 - $10M
( ) 751 - 1,000	( ) $10,000,001 - $17M
( ) over 1,000	( ) Over $17M

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
(i) General. The offeror represents that either--
(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantage status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material charge in disadvantaged ownership and control has occurred since its application was submitted.
(ii) ( ) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint

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venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.

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

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that --

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contracts is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms

'component,' 'domestice end product,' 'end product,' 'foreign end product,' and 'United States' are defined in the clause of

this solicitation entitled 'Buy American Act-Supplies.'

(2) Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement - Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has consdered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms

'component,' 'domestice end product,' 'end product,' 'foreign end product,' and 'United States' are defined in the clause of

this solicitation entitled 'Buy American Act-North American Free Trade Agreement-Israeli Trade Act.'

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act':

NAFTA Country or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) The offer shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act.' The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act Certificate, Alternate I (MAY 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act':

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act - North American Free Trade Agreements - Israeli Trade Act Certificate, Alternate II (MAY 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act':

Canadian or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled 'Trade Agreements.'

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will

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consider for award only
offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.
Listed End Product: Rubber
Listed Countries of Origin: Burma

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

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

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

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

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.

[The offeror shall check the category in which its ownership falls]:

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

( ) **ALTERNATE II (OCT 2000)**

(iii) Address. The offeror represents that its address ( ) is ( ) is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation.

'Address,' as used in this provision, means the address of the offerors as listed on the Small Business Administration's register of small disadvantaged concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, 'address' refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

(a) Definitions.
As used in this clause--
(1) 'Foreign person' means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
(2) 'United States person' is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
(b) Certification.
By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--
(1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App.
(c) Representation of Extent of Transportation by Sea.
(This representation does not apply to solicitations for the direct purchase of ocean transportation services).
(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.
(2) Representation.
The Offeror represents that it--
( ) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting form this solicitation.
( ) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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.dscc.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.

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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 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. 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/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.

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 one (1) contract per NSN or CLIN groups as a result of this solicitation.

(_x_) **Single Award:** The award of each item of supply specified in this solicitation will be made to the responsible offeror whose offer conforms to 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

*All evaluation factors other than cost or price, when combined, are significantly less important than cost or price.

Past Performance: 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.

Proposed Delivery: Offerors will be evaluated on their offered delivery as compared to the government's requested delivery. In support of DSCC's FY04 Initiative to reduce Production Lead-time, preference may be given for offers with delivery schedules shorter than the requested delivery.