

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 3000-0002
Expires Oct 31, 2004*

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

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

1. SOLICITATION NUMBER SP0900-03-R-X281	2. (X one)	3. DATE/TIME RESPONSE DUE 2004JAN 02 1:00 PM
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL(RFP)	
<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)		

INSTRUCTIONS

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

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7

2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010	5. ITEMS TO BE PURCHASED (Brief description) MULTIPLE S9E ITEMS
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input checked="" type="checkbox"/> b. THIS PROCUREMENT IS 100 % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: See p. 24	
<input type="checkbox"/> c. THIS PROCUREMENT IS % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) Erin Kirkby, PCCTAU	b. ADDRESS (Include Zip Code) 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)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/> e. OTHER (Specify)	

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

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

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DOA7	PAGE OF PAGES 1 / 30
2. CONTRACT NO.	3. SOLICITATION NO. SP0900-03-R-X281		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03 Nov. 17	6. REQUISITION/PURCHASE NO. IQC03148009003
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010			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		

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

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 Jan 02 (Hour) (Date)

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

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

10. FOR INFORMATION CALL: →	A. NAME Erin Kirkby, PCCCTAU	C. E-MAIL ADDRESS Erin.Kirkby@dla.mil
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1642 / FAX: (614) 693-1620	

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	11-17
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	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6-9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18-20
X	F	DELIVERIES OR PERFORMANCE	9,10	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	20-22, 25-28
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	22-23, 29-30
X	H	SPECIAL CONTRACT REQUIREMENTS	10,11				

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 90 calendar days ~~90~~ 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 1, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: →)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE
15D. FAX NO.	15E. E-MAIL ADDRESS			

AWARD (To be completed by Government)

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

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0900-03-R-X281	PAGE 2 OF 30
NAME OF OFFEROR OR CONTRACTOR		

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 Long Term Indefinite Quantity Type Contract 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 United 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. The contract will not exceed three years. 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 cover electronic NSNs the government most likely will procure over the next three years. 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 B identifies items that must be acquired from a manufacturing source specified on a source control or selected item drawing as defined by the current version of DoD-STD-100. 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 G identifies items of which the Government has unlimited rights to the technical data and the data package is complete. 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 L identifies items having annual buy demands falling below the screening threshold but been screened for known sources. AMSC of P identifies items in which the rights to use the data needed to purchase this part from additional sources are not owned by the Government and cannot be purchased. 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.
 - (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 and clauses E08 and E09 are applicable.

NAME OF OFFEROR OR CONTRACTOR					

(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.

<u>QCCs</u>	<u>APPLICABLE CLAUSES</u>
100, 10M, 200, 23M, 20Q, 20M, 20Z 300, 302	(no higher level quality clauses apply) E03, E04, E14a

(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.

NAME OF OFFEROR OR CONTRACTOR					

(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. SURGE AND SUSTAINMENT REQUIREMENTS: The NSNs identified in the Excel spreadsheet, attachment on-line, have been designated as surge items and are covered under Clauses H15 and I136 and Provisions L40 and M34. The individual quantity requirements for the specified time periods are identified as well as the total three-month requirement per NSN. "Surge Support" is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions in order to be considered for award.

8. 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 not exceed three years. 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 Clause I40)

******Note Clause E_27 applies to the stock class 5961; E_33 applies to the stock classes 5961 and 5962******

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

1. PARTIAL SHIPMENTS: Partial shipments are only acceptable for stock locations. A stock order will not be considered "filled" until the complete order (not partial) is delivered, unless prior authorization is provided by the contracting officer.

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

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

Packaging information for supplies covered by this solicitation is listed in the enclosed diskette (Excel format). **If you do not have a diskette, please download this information from the file located at the website address identified on page 2 of this solicitation.**

SECTION E – INSPECTION/ACCEPTANCE

Clauses E08 and E09 apply to Destination Inspection. Clauses E03 and E04 apply to Origin inspection.

SECTION F - DELIVERIES OR PERFORMANCE

NAME OF OFFEROR OR CONTRACTOR

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1. **DELIVERY REQUIREMENTS:** In response to the Center's FY 03 initiative of increasing its support to our customers by improving Production Lead-time, it is requested that you draw your attention to your proposed delivery schedules. **Note that delivery is an evaluation factor and preference may be given for offers with delivery schedules that are less than the requested delivery.** The government's requested delivery is specified under the column titled "Government Requested Delivery" on the Schedule B spreadsheet, annotated in days and based on date of award/order. Offerors are to input their proposed delivery under the column titled "Offered Delivery." If a proposed delivery is not indicated, the government's requested delivery is deemed as accepted by the offeror.

2. **CONTRACTOR PERFORMANCE:** An appraisal of the contractor's performance will be performed periodically during the life of the contract to determine compliance with the delivery requirements. Failure to deliver in accordance with the requirements will subject the contract or any outstanding orders to termination for default in accordance with FAR 52.

CONTINUATION SHEETSolicitation Number:
SP0900-03-R-X281PAGE OF PAGES
6 | 30

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

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

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

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

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

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.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>

B11 - SUPPLIES FURNISHED BY DELIVERY ORDERS**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 Consoliation 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)

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

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For

NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.

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

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

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

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Container Consolidation Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscclia.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.dscclia.mil/downloads/packaging/dc1636p001.doc>

SECTION E**E01 - CLAUSES INCORPORATED BY REFERENCE**

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

E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)**E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)**

- (a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.
- (b) Inspection prior to shipment will be based on the following:
- (1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.
- (2) For CLIN(S) described by manufacturer's name/code and part number,
- (i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number: SP0900-03-R-X281

PAGE OF PAGES 7 30

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, 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)

E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED ISO 9002) (FEB 1999) (DSCC 52.246-9C44)

NOTICE: When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

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

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

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

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

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

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

8 30

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

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

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

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

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

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

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).

**E29 - PHYSICAL ITEM IDENTIFICATION/DARE 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.

- (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.

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.

- (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.

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

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 will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

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:

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

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.

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

- (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)

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.

- (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

**E31 - REPACKAGING BEFORE VENDOR NOTIFICATION
(DSCC 52.246-9C36) (MAR 1991)****E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01)
(JUN 1980)****E33 - QUALITY ASSURANCE PROVISIONS (PACKAGING)
(DSCC 52.246-9C38) (MAR 2002)**

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

9 | 30

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

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

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

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

(b) 0 Percent increase
 0 Percent decrease

This increase or decrease shall apply to:
 All CLINs

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

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

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
 Telephone (614) 692-2175
 Telephone (614) 692-7038 ('S9C' - Construction)
 Telephone (614) 692-7039 ('S9E' - Electronics)
 (COLLECT CALLS WILL NOT BE ACCEPTED)
 (2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

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

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

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.
- (4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice.

EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).
 (4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/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 officer prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See D08.

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

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

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

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

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

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

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

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

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

(i) Cargo requiring refrigeration/temperature control.

(ii) Classified or sensitive items requiring signature control.

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES
10 | 30

(vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

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

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:

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

FREIGHT SHIPPING ADDRESSES:

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

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

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

REQUIRED DELIVERY SCHEDULE

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

WITHIN DAYS AFTER	QUANTITY	DATE OF CONTRACT
ITEM NO.		

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

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

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

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.

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

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

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

(c) Discontinued Items:

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

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

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

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

*to be negotiated

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

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

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

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

Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dsc.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.'

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

11 | 30

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.

**H15 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS
(DSCC 52.217-9C23) (JUL 2001)**

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

() See provision L40. The contractor's submission to this provision constitutes the capability assessment.

(x) At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I136 for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation upon award.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command

post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies.

Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.

The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e.: non-surge requirements).

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

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

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:

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

SECTION I

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dia.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

12 | 30

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)
 FAR 52.203-3 - Gratuities (APR 1984)
 FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)
 FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)
 FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)
 FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
 FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
 FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
 FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)
 FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
 FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
 FAR 52.211-5 - Material Requirements (AUG 2000)
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
 FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
 FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$550,000) (MAY 2001)
 FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)
 FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)
 FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)
 FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)
 FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (DEC 1998)
 FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
 FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)
 FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)
 FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)
 FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
 FAR 52.222-3 - Convict Labor (JUN 2003)
 FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
 FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
 FAR 52.222-26 - Equal Opportunity (APR 2002)
 FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1989)
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)
 FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
 FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (OCT 2003)
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)
 FAR 52.227-1 - Authorization and Consent (JUL 1995)
 FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003)
 FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)
 FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998)
 FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992)

FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-17 - Interest (JUN 1996)
 FAR 52.232-23 - Assignment of Claims (JAN 1986)
 FAR 52.232-25 - Prompt Payment (OCT 2003)
 FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)
 FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.242-13 - Bankruptcy (JUL 1995)
 FAR 52.244-2 - Subcontracts (AUG 1998)
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)
 FAR 52.246-23 - Limitation of Liability (FEB 1997)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)
 FAR 52.248-1 - Value Engineering (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price)(Short Form) (APR 1984)
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price)(SEP 1996), Alternate II
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)
 DFARS252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
 DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000)
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty) (NOV 1995)
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
 DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)
 DFARS 252.215-7002 - Cost Estimating System Requirements (Over \$550,000) (OCT 1998)
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1996)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)
 DFARS 252.232-7008 - Assignment of Claims (Overseas)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

13 | 30

(JUN 1997)
DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
DFARS 252.242-7000 - Post Award Conference (DEC 1991)
DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)
DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)
DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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

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

I09 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights, and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order places hereunder, whichever is later.

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 counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here () .

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

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

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

annotate the date of inspection.

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

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes () No ()

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes () No ()

If yes, provide the information below:

Government Selling Agency

Contract Number

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

14 | 30

Cage Code

and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ().)

Part Number

() 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.

Other Markings/Data

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

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

Agency

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

Contract Number

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

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

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 ()

(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.

(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.

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

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

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

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

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

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

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code

I19 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (FAR 52.215-21) (OCT 1997)

() Alternate I (OCT 1997)
() Alternate II (OCT 1997)
() Alternate III (OCT 1997)

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

15 | 30

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. pcu3679
 COMMODITY: 'Electronic components, n.e.c'

(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 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 \$43657.25, 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 \$9,496,597.80 .

	MINIMUM QUANTITY OR DOLLAR VALUE
NSN	
See Schedule B	

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

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

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

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

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

(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:
 (x) (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.
 () (2) The quantity being shipped to each destination.

(b) If this solicitation/contract contains provision for placement of orders through POPS (Paperless Ordering Placement System), unit prices for those orders will be based on:
 () (1) The total quantity of all requirements for each NSN issued via POPS in a single day, regardless of the number of individual orders.
 () (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 12 months .

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES
16 30

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 quantity of 1 ea.], 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 quantity of 1000 ea.];
(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:

- () 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.

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

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

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

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

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

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

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

CERTIFICATION

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

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

End of certification)

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

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

WARNING

Contains (or manufactured with, if applicable)

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

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

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

MATERIAL (If none, insert 'None') ACT

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

17 | 30

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

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

I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)**I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)
(APR 2003)****I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023)
(MAY 2002)**

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

Item:

Contract Description:

Line Items:

Quantity:

Total:

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

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

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

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

any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)
(APR 1984)****I84 - QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**

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

Name: Defense Supply Center Columbus
Address: DSCC-VQ
Columbus, OH 43216-5000

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

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

should be provided.

Offeror's Name:

Manufacturer's Name:

Source's Name:

Item Name:

Service Identification:

Test Number (to the extent known):

NOTE: The applicable OPL(s) is:

**I89 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
(FAR 52.219-6) (JUN 2003)**

() Alternate I (OCT 1995)

**I100 - LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14)
(DEC 1996)****I106 - REQUESTS FOR EQUITABLE ADJUSTMENT
(DFARS 252.243-7002) (MAR 1998)****I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)****I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL
COMPONENTS (DOD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)****I-136 - LIMITATIONS ON SURGE & SUSTAINMENT (S&S) INVESTMENTS
(DLAD 52.217-9006) (JULY 1999)**

The contractor shall limit investments in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:

- (a) These investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.
- (b) Investments shall not be made when substitute items or alternate manufacturing processes are available.
- (c) Investments must be the most cost-effective means of ensuring S&S capability.
- (d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.
- (e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.
- (f) Investments shall not be made for MILSVC managed items.
- (g) S&S investments made shall not be used as a safety stock (i.e., to meet peacetime spikes in demand).
- (h) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paragraph a, unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.

SECTION J

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number: SP0900-03-R-X281

PAGE OF PAGES 18 | 30

SECTION K

K01 - SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE

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

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

DFARS 252.225-7042 - Authorization to Perform (APR 2003)

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

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

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

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

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

- e. Type of Organization.
() Sole proprietorship;
() Partnership;
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Foreign government;
() International organization per 26 CFR 1.6049-4;
() Other
f. Common Parent.
() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
() Name and TIN of common parent:

Name:
TIN:

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

K11 - ECONOMIC PURCHASE QUANTITY - SUPPLIES (FAR 52.207-4) (AUG 1987)

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

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

points, this information is desired as well.

Offeror Recommendations
Item Quantity Price Quotation Total

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

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

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

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

K23 - PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces provided below the requested information:

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

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

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

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES
19 | 30

sources of supplies it acquires.
(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

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

Source of Supply

(4) Company	(5) Address
----------------	----------------

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

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

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

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is see page 24
- (2) The small business size standard is
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --
 - (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since

it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

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

- () **ALTERNATE I (APR 2002)**
- (7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). (The offeror shall check the category in which its ownership falls):
 - () Black American.
 - () Hispanic American.
 - () Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 - () Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - () Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - () Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

Line Item Number: _____

Country of Origin: _____

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES

20 | 30

(List only qualifying country end products.)
(3) The following end products are other foreign end products:

Line Item Number, Country of Origin (if known)

(List only qualifying country end products.)
(3) The Offeror certifies that the following end products are nonqualifying country end products: Nonqualifying Country End Products, Line Item Number, Country of Origin (If known)

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

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

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

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

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

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

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

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

Listed End Product: RUBBER

Listed Countries of Origin: BURMA

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block,

certifies to either paragraph (c) (1) or paragraph (c) (2) of this provision.

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

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

SECTION I

L01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of the provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a provision may be accessed electronically at the <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.211-14 - Notice of Priority Rating for National Defense Use (SEP 1990)

FAR 52.215-16 - Facilities Capital Cost of Money (JUN 2003)

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

FAR 52.222-24 - Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (\$10m)

FAR 52.232-13 - Notice of Progress Payments (APR 1984)

FAR 52.247-45 - F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)

FAR 52.247-46 - Shipping Point(s) Used in Evaluation of F.O.B. Origin Offers (APR 1984)

DFARS 252.206-7000 - Domestic Source Restriction (DEC 1991)

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

() ALTERNATE I (OCT 1997)

() ALTERNATE II (OCT 1997)

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

CONTINUED ON NEXT PAGE

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)dssc.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)dssc.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.

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.).

(X) 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.

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

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

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

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

CONTRACTING OFFICER: Richard Lennon
DSCC-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)

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

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

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0900-03-R-X281

PAGE OF PAGES
22 30

submitted with your offer.

L40 - SURGE & SUSTAINMENT (S&S) EVALUATION FACTOR (DSCC 52.217-9C26) (JUL 2001)

Instructions to offerors:

Describe the capability to initially ramp up (i.e., surge) and to sustain an increased pace of supplies to meet the surge requirements identified in Section B of this solicitation. The initial plan is merely a part of your proposal.

Address the following subfactors:

1) Explain the methodology for enabling visibility of supplier base resources as it relates to the S&S requirements on a continuing basis. Include any on-line access to suppliers' inventory and production information systems.

2) Identify the supplier base inventories, production capability, or any other means of S&S support that are available to meet S&S requirements. Based on this identification, describe your strategies for meeting the S&S requirements in the solicitation, and explain how these strategies will be applied to the S&S items in this solicitation.

3) Describe any agreements with suppliers that reflect access to the supplier base resources, including any commitments to hold rotating amounts of assets, time frames for delivering these assets; any commitments to provide access to production capabilities, and time frames for this access.

4) Describe any access to and plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements. Include any agreements with suppliers of these services, and the time frame for the services to be provided.

5) Identify the S&S items under this solicitation that may be difficult to provide for quick initial ramp-up and elevated demand levels for sustainment. State the reasons for the difficulties and describe a proposed solution (for example, obtaining and storing raw materials or component parts, obtaining production tooling needed to expand production) for overcoming the difficulties, etc.).

6) Clearly identify any significant investments (dollars) needed to develop S&S capability. The total cost of the investment shall be identified in CLIN 6002. For those S&S investments, explain why the investment is needed, what you propose purchasing, the basis for the investment cost, and the S&S capability to be gained. For investments proposed to effect S&S strategies, include an analysis of what S&S strategies were considered, and why the proposed strategies are the most cost-effective.

7) For items the contractor knows are readily available and accessible in sufficient quantities to meet the S&S requirements, a contractor-signed statement may be used in lieu of obtaining more extensive S&S assessment information. This statement shall contain the contractor's rationale for concluding that an S&S item is readily available, identification of the method of access to those items, identification of the delivery terms and the projected lead-times for the S&S items. The statement shall also be accompanied by a description of access to and plans for, coordinating distribution and transportation services for meeting S&S requirements.

SECTION M

M01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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	See
B	Schedule B
C	
D	
E	
F	

(1) The weighted average price (for a given item for a given year) will be arrived at as follows:
 $(\text{Offered unit price}) \times (\text{increment weight}) = \text{weighted unit price}$
 $(\text{Sum of weighted unit prices}) \text{ divided by } (\text{the sum of the weights}) = \text{weighted average price.}$

(2) $(\text{The weighted average price}) \times (\text{the estimated annual requirement}) = \text{estimated annual cost for a given item for a given year.}$

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

(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 material CLIN after calculation of the total estimated item cost as described in subparagraph (b) (3) above. If there are several CLINs for the same item with special additive CLIN requirements such costs will be added to each CLIN total estimated cost in a proportion equal to the number of CLINs. In the event an offeror is low only on one CLIN where there are several CLINs for the same item, the cost of special testing or data pertaining to that CLIN will be added for evaluation purposes to accurately reflect all associated costs.

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEETSolicitation Number:
SP0900-03-R-X281PAGE OF PAGES
23 | 30

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

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

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

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

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

M34. SURGE & SUSTAINMENT (S&S) EVALUATION (DSCC 52.217-9C24) (JUL 2001)

Evaluation for Award:

The Government will evaluate the proposed S&S capability assessment based upon the contractor's ability to meet the stated S&S requirements and the thoroughness of the solutions provided to rectify any identified shortfalls (if applicable). Surge CLIN price(s) will be evaluated for reasonableness but will not be included in the overall comparative price evaluation.

The highest rating will be given those offerors who are able to demonstrate that they can meet the following criteria in response to those factors and subfactors described under Instructions to Offerors.

- 1) On-line access within short time frames and use of automated tools for analysis is preferred for enabling visibility of supplier base resources as it relates to the S&S requirements on a continuing basis, over less automated methodologies.
- 2) Detailed information on the identification of the supplier base inventories, production capability, or any other means of S&S support that are available to meet S&S requirements for each NSN or item grouping is preferred over general information.
- 3) Well-defined agreements with suppliers that reflect access to the supplier base resources, including any commitments to hold rotating amounts of assets, time frames for delivering these assets; are preferred over incomplete less defined agreements or plans to make these agreements.
- 4) Well-defined agreements and coordination plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements are preferred over incomplete coverage, and less defined agreements and coordination plans.
- 5) Comprehensive identification, sound rationale and cost-effective solutions for the S&S items under the solicitation that may be difficult to provide for quick initial ramp-up and elevated demand levels for sustainment difficulties, is preferred over less detailed information.

North American Industry Classification System (NAICS)
Applicable to Clause K27-Small Business Program Representation (Far 52.219-1)

<u>Federal Supply Class</u>	<u>NAIC</u>	<u>Business Size</u>
1240	334419	500
1285	334419	500
1440	334419	500
5895	334419	500
5905	334415	500
5910	334414	500
5915	334417	500
5920	335313	750
5925	335313	750
5930	335931	500
5935	334417	500
5945	335314	750
5950	334416	500
5955	334419	500
5961	334413	500
5962	334413	500
5965	334419	500
5985	334220	750
5999	334415	500
6625	334515	500

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0900-03-R-X281	PAGE 25 OF 30
NAME OF OFFEROR OR CONTRACTOR SECTION L		

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0900-03-R-X281	PAGE 26 OF 30
NAME OF OFFEROR OR CONTRACTOR SECTION L		

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.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0900-03-R-X281	PAGE 27 OF 30
NAME OF OFFEROR OR CONTRACTOR SECTION L		

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, average dollar amount of the contract per annum, the period of performance, and a sample listing of the items provided for under the commercial contracts. For any government contracts, provide the government agency, a (POC), telephone number, appropriate contract number, estimated dollar value of the contract, period of performance, and a sample listing of the items provided. The Government reserves the right to limit the number of references it decides to contact.
 - (b) A listing of any "problems" or discrepancies (includes shortages, overages, damages, defects, or misshipments, etc.) experienced within the past year for the contracts or customers reported in reference to paragraph 1a. Include a brief description of how these problems were addressed and remedied.
2. The offeror shall describe the extent of its past performance in subcontracting with small, small disadvantaged, women-owned small business concerns, and JWOD entities, in the past two years for the contracts reported in response to paragraph 1 above. The offeror shall also describe the extent of its past participation in the DLA Mentoring Business Agreements Program.

SURGE AND SUSTAINMENT

Information may be required from the offeror as specified in provision L40, Surge and Sustainment (S&S) Evaluation Factor.

MENTORING BUSINESS AGREEMENTS PROGRAM -

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

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

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

NAME OF OFFEROR OR CONTRACTOR

SECTION L

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

Program Objectives:

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

SOCIOECONOMIC CONSIDERATIONS:

The offeror may propose participation by Historically Black Colleges and Minority Institutions.

NAME OF OFFEROR OR CONTRACTOR
SECTION M

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.

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
4. Surge and Sustainment
5. Socioeconomic Support
6. DLA Mentoring Business Program

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

PAST PERFORMANCE

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

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

(3) An offeror's ABVS rating is an indicator of performance risk and will be evaluated first on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. The Contracting Officer may

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0900-03-R-X281	PAGE 30 OF 30
NAME OF OFFEROR OR CONTRACTOR		
SECTION M		

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

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

PROPOSED DELIVERY

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

SURGE AND SUSTAINMENT

See Provision M34, Surge and Sustainment (S&S) Evaluation.

SOCIOECONOMIC PROPOSAL

Proposed participation of historically black colleges and universities and minority institutions will be considered.

MENTORING BUSINESS AGREEMENT PROGRAM

See Provision M25 – DLAD 52.219-9002.