INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

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

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

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

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
SP0410-03-R-0770	[ ] a. INVITATION FOR BID (IFB) [X] b. REQUEST FOR PROPOSAL(RFP) [ ] c. REQUEST FOR QUOTATION (RFQ)	**2003 MAR 13 2:00 PM**

INSTRUCTIONS

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

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

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

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

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

4. ISSUING OFFICE (Complete mailing address, including Zip Code)	5. ITEMS TO BE PURCHASED (Brief description)
Defense Supply Center Richmond **ATTN: DSCR Procurement** **8000 Jefferson Davis Highway** **Richmond, Virginia 23297-5770**	3364 Aerospace Products 247 NSNS Attachment 2, Bill of Materials (BOM)

6. PROCUREMENT INFORMATION (X and complete as applicable)

	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS ____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: ____
X	c. THIS PROCUREMENT IS **100** % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: **336411**
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

Please read the additional remarks contained in this solicitation.
The Offeror has 15 days from the issue date to seek clarification of any terms and conditions contained herein or to notify the Contracting Officer of any technical issues relating to the Bill of Material. Questions should be emailed to Jacquelyn.Harris@dscr.dla.mil.

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)		b. ADDRESS (Include Zip Code)
JACKIE HARRIS, PZGDD47		**Defense Supply Center Richmond** **ATTN: DSCR Procurement** **8000 Jefferson Davis Highway** **Richmond, Virginia 23297-5151**
c. TELEPHONE NUMBER *(Include Area Code and Extension)*	d. E-MAIL ADDRESS	
(804) 279-5232	**Jacquelyn.Harris@dscr.dla.mil**	

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

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

10. MAILING LIST INFORMATION (X one)

WE [ ] DO [ ] DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

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

c. ACTION OFFICER

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

DD FORM 1707 (BACK), FEB 2002

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0410-03-R-0770	
DATE *(YYMMDD)*	LOCAL TIME
2003 MAR 13	2:00 PM

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

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →	RATING DOA1	PAGE 1 OF PAGES 32

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	SP0410-03-R-0770	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	2003 JAN 14	PRDSCRJHKDD016

7. ISSUED BY CODE SP0400

Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5151

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

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

Bid Custodian
Defense Supply Center Richmond
ATTN: DSCR Procurement
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5860

SOLICITATION

9. Sealed offers in original and **no** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Reception Area (Bldg. 32)** until **2:00 PM** *(Hour)* local time **2003 MAR 13** *(Date)*

FAX Number(s): (804)279-4165

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

10. FOR INFORMATION CALL: →	A. NAME	B. PHONE / FAX *(NO COLLECT CALLS)*	C. E-MAIL ADDRESS
	JACKIE HARRIS, PZGDD47	**(804) 279-5232 / FAX: 3715**	**Jacquelyn.Harris@dscr.dla.mil**

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	22
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X	E	INSPECTION AND ACCEPTANCE	10	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	22
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NO. *(Include area code)*	15C. ☐ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

15D. FAX NO.	15E. E-MAIL ADDRESS

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 41 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

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

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

25. PAYMENT WILL BE MADE BY CODE

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

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

28. AWARD DATE

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

This solicitation includes the following attachments which should be downloaded from the DSCR website http://www.dscr.dla.mil/ka/SOL.htm:

Attachment 1 - Statement of Work (SOW), 3364 Aerospace Products
Attachment 2 - Bill of Material (BOM), Demand Forecast, Surge, First Articles, and DPAS rating.
Attachment 3 - Quality Matrix
Attachment 4 - Purchase Item Description (PID)
Attachment 5 - Past Performance Questionnaire
Attachment 6 - Pricing Proposal Worksheet
Attachment 7 - DD Form 2345, Access to Controlled Technical Data, DSCR (Oct 1999)

Contract Type: Firm Fixed Price, Indefinite Delivery/Indefinite Quantity Contract. The Guaranteed minimum for the base period and the option period will be determined at the time of award. The estimated maximum contract dollar value for the 247 NSNs listed in Attachment 2, Bill of Material covering the five-year period of performance is $8,639,285.35.

The Bill of Material (BOM) is broken into three (3) Groups. The Offeror is permitted to submit a proposal on Group 1, Group 2, and/or Group 3. Each group must be proposed as 'all or none.' The Government may issue up to three (3) awards resulting from the best value evaluation of proposals meeting the evaluation criteria stated in Section M.

The Offeror has 15 days from the issue date stated in block 5, SF 33, to seek clarification of any terms and conditions contained herein or to notify the Contracting Officer of any technical issues related to any NSN listed in the Bill of Material (i.e. material obsolescence). Questions or issues must be forwarded by emailed to the Buyer at Jacquelyn.Harris@dscr.dla.mil.

Section B, Schedule:

ADDITIVE CLINS:

CLIN 6000 -- Surge and Sustainment Requirement. NOTICE TO OFFERORS: CLIN 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the Contractor should not ship such quantities without the receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified at Attachment #2. The Offeror must specify the percentage of price increase for surge quantities or state 'none'. If the Offeror fails to do so, the Offeror will be evaluated with no additional charge for surge quantities. See Surge clauses and Section L for additional information.

SURGE SUPPORT -- PLUS _____%

CLIN 6001 -- Capability Assessment: Cost, if any, that the Contractor would incur in complying with the requirement to conduct a surge

validation plan. If none, state 'none'. Reference clause 52.217-9G25, 252.217-9006 and 52.217-9G26. $ _____.

CLIN 6002 -- Investment Cost: Investment costs, if any, to execute the surge plan otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26. $_____.

CLIN 9906 and/or 9907 series -- First Article Testing (FAT). The Offeror shall provide all First Article cost information in the Pricing Proposal Worksheet, Attachment 6. See FAT clauses for additional information.

CLIN 9925 -- Special Tooling. The Offeror shall identify any required special tooling and provide prices, if applicable. The Offeror must review the Quality Matrix, Attachment 3 and/or PID data, Attachment 4, to determine if Government Tooling applies. $_____.

CLIN 9999 -- Option Period 1 $_____. The Offeror shall provide pricing in the Pricing Proposal Worksheet, Attachment 6.

NOTES CONCERNING SPECIFIC CLAUSES:

Section E:
(E6) 52.246-15, Certificate of Conformance. This clause is not applicable to Federal Supply Class 1560, 1670, 1680, 3110, 3120, and 3130 or FSGs 28 and 29; hazardous material, first article testing, Navy Critical Safety Items (CSI).

(E14) 52.246-9G16, Inspection and Acceptance Point. Inspection and acceptance point for each NSN may be obtained from the PID information, Attachment 4 and/or Quality Matrix, Attachment 3.

Section I
(I67) 52.216-19, Order Limitation (Oct 1995)

Paragraph (a) minimum order quantity revised as follows:
(a)Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the amount specified in Attachment 2, minimum order quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(I71) 52.216-22, Indefinite Quantity

Last sentence paragraph (d):

(d) Date when the Contractor will no longer be responsible for deliveries will be determined in accordance with Paragraph 8.0, Contract Closeout, specified in the Statement of Work.

(I92BA) 52.217-9G15, Flexible Options DSCR (NOV 1996)
Paragraph (a) is revised as follows:

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for the three (3) year base period. It also includes one (1) option for two (2) years. Each option year is also for an indefinite quantity with a guaranteed minimum. Each year also has a stated maximum, which applies to the base and option period. In the event the Government orders up to the stated maximum prior to the end of any current contract year, the Government reserves the right, with the notice prescribed below, to exercise the next option year before the expiration of the current contract year. In the event the Government exercises this right, the remaining option years will be moved forward to coincide with the exercise of the option year.

(I28) 52.209-3, First Article Approval-Contractor Testing (FAT). To determine if one of the NSNs requires a FAT, Offerors should review the NSN information in the PID, Attachment 4; BOM, Attachment 2, column B; and/or Quality Matrix, Attachment 3. To obtain dollar value, number of units required, test and evaluation days, report information, etc., review Attachment 2, tab marked, 'FAT.' The BOM references to the FAT clause are as follows:

(a)The Contractor shall test see C1, BOM, Attachment 2, FAT unit(s) of Lot/Item D2 as specified in this contract. At least see F4 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b)The Contractor shall submit the first article test report within G5 calendar days from the date of this contract to see column N through S to obtain the address of the Government activity to receive the report marked 'First Article Test Report: Contract No. see J8, Lot/Item No. see column K9. Within L10 calendar days after the Government receives the test report,the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(I30) 52.209-4, First Article Approval-Government Testing. To determine if one of the NSNs requires a FAT, Offerors should review the NSN information in the PID, Attachment 4; BOM, Attachment 2, column A; and/or Quality Matrix, Attachment 3. To obtain dollar value, number of units required, test and evaluation days, report information, etc., review Attachment 2, tab marked, 'FAT info.' The BOM references to FAT clause are as follows:

a)The Contractor shall deliver see C1, BOM, Attachment 2, FAT unit(s) of Lot/Item see D2 within see F4 calendar days from the date of this contract to the Government at see columns N through S to obtain the address of the testing facility for first article tests. The shipping documentation shall contain this contract number and the Lot/Item

identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

b)Within see G5 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(I142) 252.225-7007, BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENT PROGRAM, Foreign end products subject to the Trade Agreements Act and NAFTA are those in the Federal Supply Groups (FSG) listed in the DFARS 225.401-70. Only one FSG (FSG 66) from the list of NSNs in the BOM, Attachment 2 was found to be applicable to this clause. If a product is not in one of the listed groups, the Trade Agreements Act and NAFTA do not apply. For more information, Offerors should review DFARS 225.401-70.

(I215) 52.245-2, Precious Metals (PMIC) are identified in the Quality Matrix, Attachment 3. To determine the weight of the silver and/or gold, review the information in the PID, Attachment 4. For information regarding the evaluation of NSNs with PMIC requirements, see Section (M2) 252.208-7000 and (I225A) 52.245-9G18.

Section K, Representations and Certifications. Contractors are reminded to fill in all applicable clauses in Section C, K, L and M of the solicitation.

Section L:
(L8A) 52.209-9G08, Access to Controlled Technical Data, to determine if an NSN has Export Control requirements, see Attachment 4, PID and/or Attachment 3, Quality Matrix. For Export Controlled NSNs, provide DLIS assigned approval number and issue date of approval in Attachment 6, tab marked 'Export Control.' If you need to register with DLIS to obtain an Export Control approval number, complete the DD Form 2345, Attachment 7 and submit to the address specified in (L8A).

(L6) 52.209-9G03, Waiver of First Article Testing, Contractor Testing. To request a waiver of the FAT, please refer to this clause and identify the NSN that you are requesting waiver.

(L7) 52.209-9G04, Waiver of First Article Testing, Government Testing. To request a waiver of the FAT, please refer to this clause and identify the NSN that you are requesting waiver.

Section M:
(M12) 52.216-9G09, first paragraph is revised as follows:

Offers will be evaluated on the minimum order quantity (MOQ), not the

estimated annual demand. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation.

SECTION B

PR PRDSCRJHKDD016

ITEM DESCRIPTION:

3364 AEROSPACE PRODUCTS, SEE BILL OF MATERIAL, ATTACHMENT 2.

IDENTIFICATION OF CRITICAL APPLICATION ITEM MAY BE OBTAINED FROM THE QUALITY MATRIX, ATTACHMENT 3.

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PRDSCRJHKDD016					

EXCEPTION DATA:

QTY VARIANCE: PLUS See Clause MINUS See Clause
INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY

IN ACCORDANCE WITH THE INSTRUCTIONS FOUND IN THE ASTM-D-3951 STANDARD. PACKAGING/MARKING FOR HAZARDOUS MATERIAL SHALL COMPLY WITH FEDERAL REGULATIONS.

NON-MILSTRIP
PROJ

* *

CONTINUED ON NEXT PAGE

SECTION B

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9906	See Attachment 6				

First Article Test (Government)

FIRST ARTICLE

DELIVER FOB: DESTINATION
INSPECTION: ORIGIN ACCEPTANCE: DESTINATION
BY: (DEL DT FOR FIRST ART)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9907	See Attachment 6				

First Article Test (Contractor)

FIRST ARTICLE TEST REPORT

DELIVER FOB: DESTINATION
INSPECTION: ORIGIN ACCEPTANCE: DESTINATION
BY: (DEL DT FOR FIRST ART)

SHIP TO:
IN ACCORDANCE WITH INSTRUCTIONS AT FAR CLAUSE 52.209-3 (SECTION I)

CAUTION: (APPLIES TO SOLICITATION ONLY) FAILURE TO SET FORTH A PRICE FOR THE FIRST ARTICLE TEST REPORT OR TO INDICATE THAT SUCH REPORT IS OFFERED AT NO CHARGE MAY RESULT IN REJECTION OF YOUR OFFER.

The following stamp applies to all lines

UNIT PACK APPLIES WHERE POSSIBLE

* *

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

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

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

SECTION B

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

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

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

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

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

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

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

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

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

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

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

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

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

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

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 2 option years. See DSCR Clause 52.217-9G08 (Section I).

B47 27-1 — RIGHTS GUARD DSCR (FEB 1998)

Rights Guard data restrictions apply; see Clause 52.227-9G05 (Section I). Prior to requesting technical data an Annual Certification for the Use of Rights Guard Technical Data, DSCR Form P42, and an Annual Rights Guard Destruction Certification, DSCR Form 4178, must be on file at DSCR-VA, ATTN: Rights Guard Program, Richmond, VA 23297-5604. Contact 804-279-5912 for forms.

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

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

SECTION C

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

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

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

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

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

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

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

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

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

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

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

EDI/Y2K Point(s) of Contact: _____

Phone Number(s): _____

Value Added Network (VAN): _____

CONTINUED ON NEXT PAGE

ISA07 Qualifier: _____

ISA08 identifier: _____

GS03 Identifier: _____

SECTION D

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

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

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

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

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

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

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

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

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

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

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

SECTION E

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

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

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

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

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

DSCR NOTE to 52.246-11:

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

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

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

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

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

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

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

E6 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

E7 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

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

Inspection point: [ ] Destination [X] Origin

Acceptance point: [ ] Destination [X] Origin

[X] Inspection and Acceptance will take place at:

Origin - First Shipment Only
Destination - Subsequent Shipments

CONTINUED ON NEXT PAGE

E15 **QUALITY ASSURANCE PROVISION**

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

SECTION F

F1BA **52.211-16** **VARIATION IN QUANTITY (APR 1984)**

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

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

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

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

F2 **52.211-9G01** **SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS DSCR (MAY 2002)**

(a) This clause applies when shelf-life restrictions are cited in the Procurement Item Description.

(b) Products delivered under this contract shall be manufactured/cured/assembled to ensure a minimum of 85% (allowing for rounding to whole months) shelf-life is remaining at time of receipt by the Government.

(c) Marking or labeling shall reflect these data.

(d) Supplies received by the Government with less than 85% shelf-life remaining will be considered to be nonconforming within the meaning of the Inspection Clause.

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

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

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

	STOCK	DVD
FOB Destination	Att 6 days	N/A days
FOB Origin	N/A days	N/A days

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

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

F17 **52.211-9G51** **INDEFINITE QUANTITY (PPP) DSCR (FEB 1996)**

(a) This is an indefinite quantity contract for the supplies or services specified in the schedule and for the period set forth therein. Delivery or performance shall be made only as authorized by orders issued in accordance with the 'Ordering' Clause of this contract. The quantities of supplies or services specified herein are estimates only and are not purchased hereby.

(b) The contractor shall furnish to the Government, when and if ordered, the supplies or services set forth in the schedule up to and including the quantity designated in the schedule. However, the contractor may (at his option) accept an order for an additional 30 percent of the award quantity of any one item number. The Government shall order the quantity of supplies or services designated as the 'minimum.' The minimum is defined as supplies or services having an aggregate value, at the prices payable under this contract, of $100.00. If no delivery orders are placed against a contract, the contractor will submit an invoice for the established minimum ($100.00). The invoice will not be submitted until the contract has expired. All invoices for the minimum must be submitted to:

DFAS Columbus Center
ATTN: DFAS-CO-SEG
P. O. Box 182317
Columbus, OH 43218-6231

Invoices for the minimum must be submitted to DFAS before 60 days after expiration of the contract.

(c) Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of the contract to the same extent as if completed during the effective period of this contract, provided that the contractor shall not be required to make any deliveries under this contract after 365 days after the expiration of the ordering period.

(d) The Government may issue orders which provide for delivery to or performance at multiple destinations.

****ORDERING****

(a) Supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by the .

Orders may be issued under this contract from through .

(b) All delivery orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any delivery order.

(c) When mailed, a delivery order shall be 'issued' for purposes of this contract at the time the Government deposits the order in the mail.

****DELIVERY ORDER LIMITATIONS****

(a) Minimum order: When the Government requires supplies or services covered by this contract in an amount less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified elsewhere in this contract, the Government shall not be obligated to purchase, nor the contractor obligated to furnish, any supplies or services under this contract.

(b) Maximum order: The contractor shall not be obligated to honor (except at his option) any order which exceeds the total quantity of any one item number designated in the schedule; however, the maximum quantity which may be ordered and which the contractor may honor is the award quantity of any one item number plus thirty (30) percent.

(c) Notwithstanding the foregoing, the contractor shall not honor any order which exceeds the maximum order limitation set forth above or any order, which in the aggregate with previous orders, exceeds the maximum order limitation set forth above. If the maximum order limitations are exceeded, the order(s) which exceed the maximum limitations shall be returned to the issuing office within ten (10) days from the date of issue thereof, together with written notice of intent not to make shipment of the items called for and the reasons thereof.

****DELIVERY TIME****

(a) Commencing from the date the order is mailed or otherwise furnished the contractor, the contractor shall have the number of days indicated below within which to complete delivery. The contractor shall not, however, except at its option, be required to deliver in any 30 day period a quantity in excess of 15 percent of each contract line item or a quantity in excess of the minimum order quantity,

CONTINUED ON NEXT PAGE

whichever is greater. For contracts of six months duration, 20 percent in lieu of 15 percent above shall apply.

(b) Notwithstanding the above. In no event shall the contractor, except at its option, be required to deliver in any 30 day period a quantity in excess of 15 percent or 20 percent, as applicable, of the aggregate quantity of one grade, type or symbol of product awarded under the contract.

	F.O.B. DESTINATION	F.O.B. ORIGIN
IN CONTRACTOR-FURNISHED 55-GALLON DRUMS ANY QUANTITY:		
IN 5-GALLON PAILS ANY QUANTITY:		
BULK (EXCEPT TW DELIVERIES INTO VESSEL)		
QTYS 50,000 GALS OR OVER:		
QTYS LESS THAN 50,000 GALS:		
TANK WAGON DELIVERIES INTO VESSEL:		

(c) The contractor also guarantees that supplies will be delivered at point of destination within the time specified in paragraph (a) above for shipments f.o.b. destination. For purposes of this contract, a common carrier transporting supplies shall be considered a sub-contractor of the contractor.

F28B	**52.242-15**	**STOP WORK ORDER (AUG 1989)**
F28BB	**52.242-17**	**GOVERNMENT DELAY OF WORK (APR 1984)**
F31	**252.246-7000**	**MATERIAL INSPECTION AND RECEIVING REPORT DFARS (DEC 1991)**

DSCR NOTES:

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

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

[ ] OTHER: NO. CY(s)

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

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

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

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

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

F34	**52.247-34**	**F.O.B. DESTINATION (NOV 1991)**
F35	**52.247-48**	**F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999)**
F36	**52.247-52**	**CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)**
F38	**52.247-55**	**F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)**
F40	**52.247-58**	**LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)**
F53	**52.247-9G09**	**F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT DSCR (MAR 1998)**
F55	**52.247-9G11**	**MANUFACTURER'S LOADING PRACTICES DSCR (JAN 1996)**
F55G	**52.247-9G13**	**GUARANTEED MAXIMUM SHIPPING WEIGHTS AND DIMENSIONS DSCR (MAR 1998)**

(c) Contractor Developed Data Per Shipping Container (See Notes).

BID ITEM NR.	MAX GROSS WT. PER SHPG CTR	NR. & NAME OF BID UNITS PER SHPG CTR	TYPE OF SHPG CTR

BID ITEM NR	MAX SIZE (INCHES) EACH SHPG CTR L x W x H	SHIPPING CHARACTERISTICS

(d) Government Developed Data Per Shipping Container (See Notes).

BID ITEM NR.	MAX GROSS WT. PER SHPG CTR	NR. & NAME OF BID UNITS PER SHPG CTR

BID ITEM NR	TYPE OF SHPG CTR	MAX SIZE (INCHES) EA SHPG CTR L X W X H

CONTINUED ON NEXT PAGE

BID ITEM NR | SHIPPING CHARACTERISTICS

[ ] GOVERNMENT ESTIMATES ARE NOT AVAILABLE.

F57 52.247-9G15 **EVALUATION OF EXPORT OFFERS DSCR (MAR 2001)**

[ ] (a) F.O.B. ORIGIN, Transportation under Government Bill of Lading.

Applicable to Line Items

[X] (b) F.O.B. DESTINATION (Port of Embarkation)

Applicable to Line Items

INSERT BELOW AT LEAST ONE PORT LISTED IN PARAGRAPH (c)(3).

ITEM NUMBER PORT

[X] (c) Ports of Embarkation for Evaluation of Offers.

(3) Port of Embarkation (POE) Commercial Zone (C/Z), 49 CFR 1048. Ports and costs to be used in evaluating offers are as follows:

SOL Item Number:

Overseas POD Code:

POE LOCATION	COSTS IN DOLLARS PER MEASUREMENT TON (40 CUBIC FEET)
Norfolk, VA C/Z	
Seattle, WA C/Z	

SECTION H

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

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

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

_____ _____

_____ _____

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

SECTION I

I2 52.202-1 **DEFINITIONS (DEC 2001)**

I4 52.203-3 **GRATUITIES (APR 1984)**

I5 52.203-5 **COVENANT AGAINST CONTINGENT FEES (APR 1984)**

I6 52.203-6 **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

I7 52.203-7 **ANTI-KICKBACK PROCEDURES (JUL 1995)**

I8 52.203-8 **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

I9 52.203-10 **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

I9A 52.203-12 **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**

I10 252.203-7001 **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES DFARS (MAR 1999)**

I11 252.203-7002 **DISPLAY OF DOD HOTLINE POSTER DFARS (DEC 1991)**

I14B 52.204-4 **PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

I15A 252.204-7003 **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS (APR 1992)**

I16 252.204-7004 **REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (NOV 2001)**

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at http://www.ccr.gov.

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

I17 252.205-7000 **PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DFARS (DEC 1991)**

I26 52.208-9G01 **NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997)**

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

(a) The contractor shall test units(s) of lot/item Attach 2 & 4 as specified in this contract. At least calendar days before the beginning of first article tests, the contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The contractor shall submit the first article test report within calendar days from the date of this contract to the cognizant Quality Assurance Representative (who will then forward the report to DSCR-J Post Award

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Branch, 8000 Jefferson Davis Hwy, Richmond, VA 23297-5000) with an information copy to the Administrative Contracting Officer (ACO) marked 'First Article Test Report: Contract No _____ Lot/Item No _____'. Within calendar days after DSCR receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article.

I29 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989) ALTERNATE I (JAN 1997) ALTERNATE II (SEP 1989)

(a) The contractor shall test units(s) of lot/item Attach 2 & 4 as specified in this contract. At least calendar days before the beginning of first article tests, the contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The contractor shall submit the first article test report within calendar days from the date of this contract to the cognizant Quality Assurance Representative (who will then forward the report to DSCR-J Post Awards Branch, 8000 Jefferson Davis Hwy, Richmond, VA 23297-5000) with an information copy to the Administrative Contracting Officer (ACO) marked 'First Article Test Report: Contract No _____ Lot/Item No _____'. Within calendar days after DSCR receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article.

I30 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) ALTERNATE I (JAN 1997)

(a) The contractor shall deliver unit(s) of lot/item Attach 2 within calendar days from the date of this contract to the Government at

for first article tests.

(b) Within caLendar days after the Government receives the first article, the Contracting Officer shall notify the contractor, in writing of the conditional approval, approval, or disapproval of the first article.

I31A 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)

I31B 9-4A ALT I FIRST ARTICLE AND/OR GOVERNMENT FIT VERIFICATION TEST APPROVAL DSCR (JUL 2000)

I32 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)

I32C 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

I34B 52.209-9G10 First Article Approval-Contractor Testing/Government Fit Verification Tests DSCR (JAN 1996)

(a) The Contractor shall test unit(s) of Lot/Item Attach 2 & 4 as specified in this contract.

(b) The Contractor shall submit the first article test report within calendar days from the date of this contract.

I35 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

I37A 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

I37F 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (OCT 2001)

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

(Previous versions of this clause are considered obsolete.)

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

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

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

(a) Definition.

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

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

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

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

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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)

_____
(Addresss)

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

Government Selling Agency _____

Contract Number_____

Contract Date (Month, Year)_____

Other Source

Address_____

Date Acquired (Month/Year)_____

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

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

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

_____

_____

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

Contract Number_____

NSN_____

CAGE Code_____

Part Number_____

Other Markings/Data_____

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

Agency_____

Contract Number_____

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

Specification/Drawing Number_____

Revision (if any)_____

Date_____

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

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

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

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

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

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

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

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

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

_____

_____

_____

_____

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

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

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples

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

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

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

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

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

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

I50C 52.215-8 ORDER OF PRECEDENCE (OCT 1997)

I66 52.216-18 ORDERING (OCT 1995)

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

FROM: Date of Contract Award

THROUGH: Contract Completion Date

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by 7/22/03 . The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

I67 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than n/a DVD or Attach 2 Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of n/a DVD or $500,000 Stock

(2) Any order for a combination of items in excess of $500,000 , or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

I67A 52.216-19 DSCR NOTE POPS - MINIMUM ORDER QUANTITY DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of $ see Attachment 2, BOM . Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the QUP.

I71 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days from the date of contract expiration.

I80 52.216-9G03 ECONOMIC PRICE ADJUSTMENT - SILVER DSCR (JAN 1997)

(e) Notwithstanding the foregoing, the aggregate of the increase(s) in any unit price adjusted under this clause shall not exceed 15 % (percent) of the contract price for such unit. There shall be no limit on the downward economic price adjustments made pursuant to this clause.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I88G 252.217-7001 SURGE OPTION DFARS (AUG 1992)

The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than the amount stated in the schedule; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

I89F 252.217-9006 LIMITATIONS ON SURGE AND SUSTAINMENT (S&S) INVESTMENTS DLAD (JUL 1999)

I91 52.217-9G08 OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JUL 2000)

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CONTINUED ON NEXT PAGE

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

[ ] Option unit prices are the same as the unit prices offered for the basic contract, or

[ ] Option period unit prices are as indicated in the schedule.

I92BA 52.217-9G15 FLEXIBLE OPTIONS DSCR (NOV 1996)

(a) This solicitation is for an indefinite quantity with a guaranteed minimum for one year, the base year. It also includes 1 options for one year each.

(c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 75% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

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

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

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

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

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

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

(d) Options to Extend the Contract Term: The Government may consider the contractor's performance of the S&S requirements in determining whether exercise of the option is the most advantageous method of meeting the Government's needs. Factors that may be considered include maintenance of the S&S capability; results of validation/testing; performance during an actual contingency; and other pertinent information related to the S&S requirement.

I93D 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

I96 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

I112H 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)

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I118 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I120M 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)

I121 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

I121A 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

I122 52.222-26 EQUAL OPPORTUNITY (APR 2002)

I125 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

I126 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

I127 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.

Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.

Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:

http://www.vets100.cudenver.edu

DSCR (DEC 2001)

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

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

(b) This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL (If none, insert 'None')	IDENTIFICATION NO.
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I133 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I134 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

I135 252.223-7004 DRUG-FREE WORK FORCE DFARS (SEP 1988)

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

I138 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

I139 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS (MAR 1998)

I140 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (DEC 1991)

I142 252.225-7007 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM DFARS (OCT 2002)

I143 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS (MAR 1998)

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

All contract line items (CLINs)
All Additive Clins (ADD CLINs)

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

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

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

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

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

(iii) Identification of carrier;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I147 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (APR 2002)

I148 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS DFARS (MAR 1998)

I148C 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS DFARS (MAR 1998) ALT I (MAR 1998)

I149B 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS DFARS (DEC 2000)

I153 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (JUN 2000)

I156 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL DFARS (JUN 1992)

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

DSCR (JUN 1992)

I156F 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS DFARS (AUG 2000)

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

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

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

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

(iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

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

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

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate. (NOTE: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall comply with the U.S. Customs Service requirements. No notification to Commander, DCM New York, is required.)

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

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

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

I157C 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 2001)

I158 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

I159 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

I160 52.227-3 PATENT INDEMNITY (APR 1984)

I162 52.227-9 REFUND OF ROYALTIES (APR 1984)

I172 52.227-9G05 RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA DSCR (FEB 1998)

THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:

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(a) Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity other than to supplier's bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes if responding to this solicitation or performing any resulting contract.

(b) The suppliers/bidders/offerors hereunder are prohibited from (1) reproducing, in whole or in part, Rights Guard technical data; (2) incorporating any information contained in such Rights Guard technical data into other documentation; or (3) otherwise utilizing such Rights Guard technical data, except for responding to this solicitation or performing any resulting contract. Each supplier/bidder/offeror shall include the authorized DFARS limited rights legend of 252.227-7013, Rights in Technical Data - Noncommercial Items (NOV 1995), identifying the Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such date is required by the limited rights legend authorized under its contract.

(c) Rights Guard technical data provided by DSCR, including any copies thereof, is to be destroyed according to the following schedule:

1. Immediately upon decision to 'no bid' the solicitation for which the data was received.

2. Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received.

3. If the contract awardee, within 15 days of contract completion.

NOTE: The DSCR ANNUAL Certificate of Destruction, DOES NOT IN ANY WAY IMPLY OR PROVIDE AUTHORITY FOR YOUR COMPANY TO RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. Suspected and actual instances of data retention provided by DSCR beyond these timeframes will be reported to The Boeing Company for remedy. Furthermore, failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitation involving Boeing technical data.

(d) The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction of Boeing proprietary data.

(e) All suppliers shall comply with MIL-STD-130 for the purpose of distinguishing any spare parts made using Boeing Rights Guard technical data.

I173	52.227-9G07	GOVERNMENT-FURNISHED MYLAR DSCR (APR 1997)
I177	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
I179	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
I180E	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY) DFARS (JUN 1997)
I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)
I187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)
I188	52.232-1	PAYMENTS (APR 1984)
I189	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
I190	52.232-11	EXTRAS (APR 1984)
I192	52.232-16	PROGRESS PAYMENTS (FEB 2002) ALTERNATE I (MAR 2000)

(1) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request.

I193	52.232-17	INTEREST (JUN 1996)
I195	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)
I196	52.232-25	PROMPT PAYMENT (FEB 2002)
I196B	52.232-25 DSCR NOTE	POPS - PROMPT PAYMENT NOTICE DSCR (APR 2000)

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

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

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

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

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

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

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

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

I197A	252.232-7004	DoD PROGRESS PAYMENT RATES DFARS (OCT 2001)
I199	52.233-1	DISPUTES (JUL 2002)

DSCR NOTE:

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

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

I200	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I206	52.242-13	BANKRUPTCY (JUL 1995)
I208	52.243-1	CHANGES FIXED PRICE (AUG 1987)
I211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
I211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
I213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2002)
I213D	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) DFARS (MAR 2000)
I215	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989)
I217	52.245-9	USE AND CHARGES (APR 1984) (DEV)
I218C	252.245-7001	REPORTS OF GOVERNMENT PROPERTY DFARS (MAY 1994)
I225A	52.245-9G18	GOVERNMENT FURNISHED PROPERTY (SILVER ESTIMATED AMOUNT) DSCR (JAN 1995)

(c) GF silver will be valued for all purposes at $ 3.90
per troy ounce and any adjustment called for will be computed on such basis.

(d) (1) When the accepted offered price is that price which is based on GF silver, the Government will provide to the contractor within thirty (30) days after award silver with a minimum purity of 99.90% and a value as indicated in paragraph (c) above. Subject to the Government's approval, the quantity of GF silver to be furnished will be determined by the contractor's silver requirement as indicated in Section M Provision 252.208-7000 of its offer. The Government estimates a total of Attach 4 troy ounces of silver are needed to produce all the end items being procured by this acquisition.

(3) Offeror shall insert in the space below the name and complete address of the plant to which GF silver is to be delivered:

PLANT_____

CITY AND STATE_____

I227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)
I231	52.246-9G01	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)
I235	52.246-9G05	WARRANTY PPP&M DSCR (APR 2000)
I237E	52.246-9G33	MISDIRECTED SHIPMENTS DSCR (JAN 1996)
I237G	52.246-9G36	CONFIGURATION CONTROL DSCR (JUN 2002)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

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

(a) Configuration management control applies to the item(s) under the contract. The furnished item(s) shall conform to the approved configuration requirements/ revision as shown in the Procurement Item Description unless a variation is processed and approved as provided for at (b) below.

(b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:

(1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.

(2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.

(3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.

(4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.

(5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.

(6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.

(7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

I240	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAY 2002)
I242	52.248-1	VALUE ENGINEERING (FEB 2000)
I244	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
I246	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
I247	52.249-9000	ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of $385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I248	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer

CONTINUED ON NEXT PAGE

will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

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

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

I249 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

I249B 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

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

FORM NO/TITLE ATTACHMENT NO

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

[ ] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED

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

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

[ ] DD 1949-1 LSAR DATA SEL SHT

[ ] DD 1949-2 PROV RQMT STATEMENT

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

[ ] DSCR 2375 TECHNICAL MANUAL DISTRBN

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

[X] QUALITY ASSURANCE PROVISION Attach 3

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

[x] OTHER:

Attachment 1 Statement of Work; Attach 2 BOM

Attachment 3 Quality Matrix; Attach 4 PID info

Attachment 5 Past Performance; Attach 6 Pricing Wk

SECTION K

K2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above; or

(2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above . . .

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

NAME:_____

TITLE:_____

(ii) As an authorized agent, does certify that the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.

(c) If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K4A 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or

CONTINUED ON NEXT PAGE

after December 23, 1989, --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

K5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(d) Taxpayer Identification Number (TIN).

[ ] TIN (9 Digit Number):

_____

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government Entity (Federal, State, or local);

[ ] Foreign Government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other. State Basis.

_____

(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 _____

K6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987)

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

K7A 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that -

(i) The offeror and/or any of its principals -

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

(B) **have [ ] have not [ ]**, 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)(D) of this provision.

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

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

K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

[ ] intends, [ ] does not intend

CONTINUED ON NEXT PAGE

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

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

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

K13B 52.215-6

DSCR NOTE: The Department of Labor Regional Office requires the number of employees for each place of performance cited in 52.215-6 above. Please indicate the number of employees below:

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

DSCR (DEC 1997)

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

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336411.

(2) The small business size standard is 1500

(3) The size standard for non-manufacturers is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it **[ ] is, [ ] is not** a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it **[ ] is, [ ] is not** a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(7) (Complete when acquisition value is estimated at greater than $25,000 and offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[ ] Asian-Pacific American.

[ ] Subcontinent Asian (Asian-Indian), American.

[ ] Individual/concern, other than one of the preceding.

K23 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It **[ ] has, [ ] has not** participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this soliciation;

(b) It **[ ] has, [ ] has not** filed all required compliance reports

K24 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It **[ ] has developed and has on file,**

[ ] has not developed and does not have on file,

at each establishment, Affirmative Action Programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It **[ ] has not previously had contracts** subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

K24E 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

K27C 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(CHECK EACH BLOCK THAT IS APPLICABLE.)

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under

CONTINUED ON NEXT PAGE

section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____

(List only qualifying country end products.)

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

NONQUALIFYING COUNTRY END PRODUCTS

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

K30 252.225-7006 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS (MAR 1998)

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) 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 must identity all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as 'U.S. made end products' but do not meet the definition of 'domestic end product':

_____
(Insert Line Item No.)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

_____
(Insert Line Item No.)

_____
(Insert Country of Origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

_____
(Insert Line Item No.)

_____
(Insert Country of Origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____
(Insert Line Item No.)

_____
(Insert Country of Origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____
(Insert Line Item No.)

_____
(Insert Country of Origin)

(vi) The following supplies are nondesignated country end products.

_____
(Insert Line Item No.)

_____
(Insert Country of Origin)

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

K37A 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS (AUG 1992)

(b) Representation. The Offeror represents that it--

[ ] **Does anticipate** that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] **Does not anticipate** that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

K38 52.247-9G17 PRODUCTION FACILITIES DSCR (AUG 2000)

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. **DO NOT** put all location information into one paragraph.

(a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

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

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

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

CONTINUED ON NEXT PAGE

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

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

_____

_____

_____

_____

SECTION L

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

DSCR NOTE:

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

DUNS Number: _____

(b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet.
DSCR (DEC 2000)

L2 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING DFARS (AUG 1999)

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

(b) PRIOR GOVERNMENTAL ACCEPTANCE

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

L7 52.209-9G04 WAIVER OF FIRST ARTICLE APPROVAL TESTS (GOVERNMENT TESTING) DSCR (JAN 1997)

Prior Government Acceptance

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

DECREASE IN PRICE_____BY_____.

ITEM NO._____.

UNIT PRICE DECREASED FROM_____TO_____.

L8A 52.209-9G08 ACCESS TO CONTROLLED TECHNICAL DATA DSCR (OCT 1999)

(b) If offeror is approved, cite the Defense Logistics Information Service (DLIS) assigned approval number below:

APPROVAL NO_____

ISSUE DATE OF APPROVAL_____

(d) Offerors who are not currently approved who wish to be included on the DoD Certified Contractor Access List should complete the DD Form 2345 'Militarily Critical Technical Data Agreement'. The DD Form 2345 may be obtained via the Internet at http://web1.whs.osd.mil/icdhome/DDEFORMS.htm. Instructions for completion and submission are provided as the second page of the on-line form. Completed forms should be returned to:

United States/Canada Joint Certification Office
Defense Logistics Information Service
Federal Center, 74 Washington Ave., North
Battle Creek, MI 49017-3084

L10C 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

[ ] DX Rated Order; [X] DO Rated Order

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

DSCR NOTE:

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

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

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

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

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

REQUESTS FOR SPECIFICATIONS AND/OR STANDARDS AS REFERENCED IN DSCR PROVISION 52.211-9G13 (SEC L) WILL NOT BE PROCESSED BY DSCR.
DSCR (OCT 2000)

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

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

L37B 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L37C 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

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

DSCR NOTES FOR FAR CLAUSE 52.215-1

In accordance with paragraph (b), the offeror hereby acknowledges receipt of solicitation amendment(s) by

CONTINUED ON NEXT PAGE

listing the amendment number and date below.

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

Contractors are reminded of the requirements of paragraph (c)(1). The Government will automatically reject and will not consider any submission marked or that appears to be only a quote, whether submitted electronically or in paper media.

DSCR (OCT 2001)

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

[X] FIRM FIXED PRICE

[ ] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[ ] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L53A 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

L58 52.217-9G04 FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM DOCUMENTATION REQUIREMENTS DSCR (SEP 2002)

(a) If an item other than that cited in the Procurement Identification Description (PID) is offered under provision 52.217-9002, (Sec L), of this solicitation, this provision specifies the Government's requirements for additional documentation needed to evaluate whether the offered item meets the requirements for the Critical Application Item (CAI) and/or Flight Safety Critical Application Part (FSCAP) identified in the PID. The guidance herein is also intended to assist offerors in determining what documentation is needed to insure an adequate and timely evaluation of the source manufacturing the item - namely, a source approval request (SAR). The offeror shall determine which category applies. The specified documentation for that category, as well as that specified for all categories at subparagraph (b), shall be submitted in support of the manufacturing process.

(1) CATEGORY I - Manufacturer of the same item for the Original Equipment Manufacturer (OEM) or for the Department of Defense (DoD).

(2) CATEGORY II - Manufacturer of a similar item for the OEM or DoD. (A similar item is defined as an item whose design, application, operating parameters, material, and manufacturing processes are similar to those of the item for which source approval is sought.)

(3) CATEGORY III - New manufacturer. The exact or similar item has not been previously provided to the OEM or DoD

(b) Requirements for all CATEGORIES in addition to the below checklist.

(1) Documentation shall be provided stating if the company seeking approval is a nonmanufacturing source or the actual manufacturer. If the company seeking approval is a nonmanufacturing source, the required information shall also be submitted on the manufacturer.

(2) Any SAR identified to Boeing Rights Guard must comply with the Boeing Rights Guard Agreement.

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

CATEGORY I (same part) [ ]
CATEGORY II (similar/equivalent part) [ ]
CATEGORY III (new manufacturer) [ ]

To determine the mandatory requirements to submit for CATEGORY I - III parts, the offeror must go to this website www.dscr.dla.mil/sarguide.doc.

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

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

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

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

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

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

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

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

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

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

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

L72 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

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L75 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --

Contracting Officer
Defense Supply Center Richmond
ATTN: DSCR-JKDD
8000 Jefferson Davis Highway
Richmond, VA 23297-5724

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

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

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

DSCR NOTE:

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

L77 252.242-7000 POSTAWARD CONFERENCE DFARS (DEC 1991)

L79A 52.245-9G16 USE OF GOVERNMENT OWNED SPECIAL TOOLING OR TEST EQUIPMENT DSCR (JAN 1996)

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

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

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

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

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

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

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

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

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

SECTION M

M2 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL DFARS (DEC 1991)

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)

* If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals.

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M3 52.209-9G05 EVALUATION-FIRST ARTICLE APPROVAL DSCR (JAN 1996)

(a) Estimated costs of Government testing will be a factor in evaluation of offers to the extent that such costs are shown below:

ITEM GOVERNMENT TEST COST

see quality matrix, attachment 3

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

(a) Definition.

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

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

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

M8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

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

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

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

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

(3) Business Systems Modernization.

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

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

(iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm. **Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SP0XXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or contracts).**

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

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

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

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

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

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

(b) Using the ABVS score for evaluation.

(1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history

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will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.

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

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

(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best.value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

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

[X] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.

[ ] approximately equal to cost or price; or

[ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

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

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

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

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

[x] ABVS Score (52.215-9G05)

[ ] Quality History

[X] Delivery Schedule Compliance

[ ] Javits-Wagner-O'Day (JWOD) (52.215-9005)

[x] Mentoring Business Agreements (MBA) (52.219-9003)

[ ] Socioeconomic Support (52.215-9003)

[x] Other (specify): See Supplemental Section M information posted to the DSCR web page.

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

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

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

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

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

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

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

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

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M18 52.217-9G11 EVALUATION OF OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I).

M19CA 52.217-9G27 SURGE & SUSTAINMENT EVALUATION - MINIMUM REQUIREMENT DSCR (JUNE 2001)

(a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are

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deficient may be rejected. The S&S capability assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.

(b) Acceptable Standard. Acceptable proposals must:

(1) describe a methodology which enables visibility of supplier base resources on a continuing basis;

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

(3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;

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

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

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

(i) An explanation of why the investment is needed.
(ii) A description of what items or materials will need to be purchased with the investment.
(iii) Provide a justification/basis for the investment cost.
(iv) Identify the S&S capability to be gained from the investment.
(v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.

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

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

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

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

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

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

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

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

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

M19CC 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM DLAD (DEC 1997)

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

(a) Does the offeror propose to furnish --

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

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

[ ] YES [ ] NO

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

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

[ ] YES [ ] NO

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

[ ] YES [ ] NO

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

$_____

M25 52.245-9G14 COST OF TRANSPORTING GOVERNMENT FURNISHED PROPERTY DSCR (MAR 1996)

(b) Evaluation will be based on estimated shipping information shown below:

GFP NSN: contact PCO

[x] FREIGHT:

MAX GROSS WT PER SHPNG CONT -

NO. OF GFP UNITS PER SHPG CONT -

TYPE OF SHPG CONT -

[ ] BOX [ ] PALLET [ ] CRATE

[ ] SKID [ ] OTHER -

MAX SIZE PER SHPG CONT - INCHES
('L'x'W'x'H')

NO. OF CONTAINERS IN SHIPMENT -

[ ] SMALL PARCEL:

TOTAL WEIGHT OF GFP SHIPMENT -

SIZE OF GFP SHIPMENT (INCHES) -

[ ] (L) x (W) x (H)
or
[ ] TOTAL CUBE -
('L'x'W'x'H' (in inches) divided by 1,728 inches)

M26 52.245-9G15 USE OF GOVERNMENT-OWNED TOOLING EVALUATION OF OFFERS DSCR (JAN 1996)

(b) Accordingly, to eliminate the competitive advantages that might otherwise arise from the use of Government-owned tooling, a rent equivalent evaluation factor of $ will be
added to each offer which is based on the use of Government-owned
tooling.

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M26A 52.245-9G17 **USE OF GOVERNMENT OWNED SPECIAL TOOLING OR TEST EQUIPMENT - EVALUATION OF OFFERS DSCR (JAN 1996)**

M26C 52.245-9G20 **NOTICE OF GOVERNMENT'S INTENT TO FURNISH SPECIAL TOOLING DSCR (JAN 1996)**

Offer [ ] is [ ] is not based on using Government furnished special tooling.

M33 52.247-9G21 **BASIS FOR SUBMISSION AND EVALUATION OF OFFERS DSCR (JAN 1996)**

(a) Offers are invited on an f.o.b. destination basis for items ALL , , . Bids submitted on any other basis will be rejected as non-responsive.

(b) Offers are invited on the basis of both f.o.b. origin and destination for items N/A , , .

(c) Offers are invited on an f.o.b. origin basis for items N/A , , . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.