

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO. P0002		3. EFFECTIVE DATE Same as Block 16c	1 6		
6. ISSUED BY DEFENSE SUPPLY CENTER RICHMOND DOLORES O'BRIEN/DSCR-KDD 8000 JEFFERSON DAVIS HWY RICHMOND, VA 23297-8000 PHONE: (804) 279-4567 Dolores.Obrien@dla.mil FAX: (804) 279-3715		CODE SP0400	7. ADMINISTERED BY (If other than Item 4) DCMA AMERICAS CANADA 275 BANK STREET, SUITE 200 OTTAWA ONTARIO CANADA K2P 2L6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code) CANADIAN COMMERCIAL CORP 50 OCONNOR STREET, 11 TH FLOOR OTTAWA ON K1A 0S6 CANADA		9A. AMENDMENT OF SOLICITATION NO.			
CAGE CODE 98247 FACILITY CODE		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO. X SP0400-03-D-9418			
		10B. DATED (SEE ITEM 13) 2 MAY 2003			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS AND CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT CHANGE NO. IN ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) BI-LATERAL MODIFICATION IS ISSUED PURSUANT TO FAR 43.103(a)					
E. IMPORTANT: Contractor () is not, (X) is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization by UCF section headings, including solicitation/contract subject matter where feasible.) This modification is being issued to add 45 NSNs to the corporate contract. The total dollar value of the contract is increased from \$73,828.71 to \$158,591.09 for the two-year base period and from \$369,143.55 to \$792,955.45 for the 10-year period. See pages 2-4 of this modification for pricing and delivery. Except as provided herein, all terms and conditions referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15B. CONTRACTOR/OFFEROR Joan Nolan, Project Manager		15C. DATE SIGNED Dec 4/03		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CATHERINE CONTRERAS CONTRACTING OFFICER	
(Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY Cath LC (Signature of Contracting Officer)		16C. DATE SIGNED 12/4/03	

Indal Technologies
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CLIN	PRLI	Maritime MSNs	Nomenclature	Part Number	ICP	ORC	PC	Unit of Issue	Minimum Ordering Quantity	Ordering Quantity	Unit Price	Delivery (In Days)
0029	0031	1710-01-189-8740	CUTOUT, GAGE	4-2881-1-3	S9C	NQ	03	EA	1	1-4	\$551.25	135
0030	0032	1710-01-216-8030	REGULATOR, FLOW	6544C076-3	S9C	NQ	03	EA	1	5-over	\$382.80	
0031	0033	1710-01-287-8093	TENSIONER, CHAIN	6532C024-1	S9C	NQ	03	EA	1	1-4	\$602.18	135
0032	0034	1710-01-306-5000	BASE ASSEMBLY, PU	6532D0751-5	S9C	NQ	03	EA	3	5-over	\$426.68	
0033	0035	2040-01-140-7022	AXLE, WHEEL, DOOR	1146-19-1	S9C	NC	03	EA	1	3-10	\$307.71	120
0034	0036	2040-01-141-3728	GUIDE-DOOR BOTTOM	1145-135-1	S9C	NC	03	EA	1	11-over	\$273.78	
0035	0037	2040-01-141-3729	GUIDE-DOOR BOTTOM	1145-135-2	S9C	NC	03	EA	1	1-4	\$664.03	120
0036	0038	2040-01-144-3348	GUIDE WHEEL	1145-132-1	S9C	NC	03	EA	1	5-over	\$495.59	
0037	0039	2040-01-162-9560	GUIDE, DOOR, TOP	1145-134-5	S9C	NC	03	EA	1	1-4	\$376.87	120
0038	0040	2040-01-162-9561	GUIDE TOP, DOOR	1145-134-6	S9C	NC	03	EA	1	5-over	\$208.42	
0039	0041	2040-01-162-9562	GUIDE, BOTTOM	1145-135-3	S9C	NC	03	EA	1	5-over	\$424.55	120
0040	0042	2040-01-162-9563	GUIDE, BOTTOM	1145-135-4	S9C	NC	03	EA	1	1-4	\$256.10	
0041	0043	2040-01-228-6351	SLAT, DOOR TOP	2482-46-1A	S9C	NE	03	EA	2	5-over	\$72.91	120
0042	0044	2040-01-323-3665	GUIDE, DOOR	1145-21-3C	S9C	NC	03	EA	1	1-4	\$391.10	
0043	0045	2040-01-327-6752	GUIDE, DOOR	1145-21-2C	S9C	NC	03	EA	1	5-over	\$376.87	120
0044	0046	2040-01-327-6753	GUIDE, DOOR	1145-8-1	S9C	NC	03	EA	1	1-4	\$208.42	
										5-over	\$391.64	120
										5-over	\$223.90	120
										2-5	\$1,018.45	120
										6-over	\$971.78	120
										1-4	\$376.87	120
										5-over	\$208.92	120
										1-4	\$285.15	120
										5-over	\$116.71	120
										1-over	\$266.76	120

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CLIN	PRLI	Maritime NSNs	Nomenclature	Part Number	ICP	ORC	PC	Unit of Issue	Minimum Ordering Quantity	Ordering Quantity	Unit Price	Delivery (In Days)
0045	0047	2040-01-327-6754	GUIDE, DOOR	1145-22-1	S9C	NC	03	EA	1	1-4	\$365.03	120
0046	0048	2040-01-327-6755	GUIDE, DOOR	1145-22-2	S9C	NC	03	EA	1	5-over	\$169.58	120
0047	0049	2040-01-328-0114	GUIDE, DOOR	1145-21-1C	S9C	NC	03	EA	1	5-over	\$196.58	120
0048	0050	2040-01-328-0115	GUIDE, DOOR	1145-21-4C	S9C	NC	03	EA	1	5-over	\$294.13	120
0049	0051	2040-01-389-9206	PLATE, DOG PORT	1147-50-1	S9C	NC	03	EA	1	1	\$3,335.38	120
0050	0052	3010-01-178-6264	COUPLING, FEMALE	212664	S9C	NQ	03	EA	1	1	\$946.44	120
0051	0053	3020-01-120-0587	SPROCKET, WHEEL	TLB811	S9C	NC	03	EA	2	2-over	\$276.43	90
0052	0054	3020-01-213-1455	SPROCKET, WHEEL	1145-75-12	S9C	NC	03	EA	1	8-over	\$193.80	90
0053	0055	3020-01-213-1456	SPROCKET, WHEEL	1152-32-1	S9C	NC	03	EA	1	1-4	\$554.88	90
0054	0056	3020-01-213-8118	SPROCKET, WHEEL	1145-75-PIECE 7	S9C	NC	03	EA	1	5-over	\$442.90	120
0055	0057	3020-01-213-8119	SPROCKET, WHEEL	1145-75-13	S9C	NC	03	EA	1	1-over	\$648.94	90
0056	0058	3020-01-213-8120	SPROCKET, WHEEL	1145-75-26	S9C	NC	03	EA	1	5-over	\$404.94	90
0057	0059	3020-01-213-8217	SPROCKET, WHEEL	1143-8-4	S9C	NC	03	EA	1	1-over	\$292.95	90
0058	0060	3020-01-224-4983	SPROCKET, DRIVE	TLB-822	S9C	NC	03	EA	1	1-over	\$250.81	90
0059	0061	3020-01-277-3500	PULLEY, GROOVE	6547D014-5	S9C	NC	03	EA	1	1-over	\$405.06	90
											\$263.90	120
											\$555.70	90
											\$443.69	90
											\$2,548.38	180

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CLIN	PRLI	Maritime NSNs	Nomenclature	Part Number	ICP	ORC	PC	Unit of Issue	Minimum Ordering Quantity	Ordering Quantity	Unit Price	Delivery (In Days)
0060	0062	3020-01-285-2477	CHAIN CARRIAGE ASSEM	6532C080-1	S9C	NQ	03	EA	1	1-over	\$1,062.22	180
0061	0063	3020-01-340-1544	PULLEY, TIMING BELT	6534C673-1	S9C	NQ	03	EA	1	1-over	\$676.02	90
0062	0064	3040-01-141-3708	SHAFT, STRAIGHT	1145-133-1	S9C	NC	03	EA	1	1-4	\$520.67	120
0063	0065	3040-01-213-4635	WORM SHAFT	1148-18-9	S9C	NC	03	EA	1	5-over	\$408.68	
0064	0066	3040-01-213-7952	LINK-PIVOT-DOG	1147-41-1	S9C	NC	03	EA	1	1-4	\$307.54	120
0065	0067	3040-01-215-3047	SHAFT, DRIVE, FLEXIBLE	1145-162-1	S9C	NC	03	EA	1	5-over	\$195.54	
0066	0068	3040-01-298-5742	BRACKET, EYE, ROTATI	6532C132-3	S9C	NQ	03	EA	1	1-9	\$516.93	120
0067	0069	4030-01-211-7265	CHAIN, TAKE UP	1152-30-1	S9C	NC	03	EA	1	10-over	\$390.40	
0068	0070	4730-01-188-1815	ADAPTER, STRAIGHT	6534D658-19	S9C	NQ	03	EA	1	1-over	\$471.23	90
0069	0071	4730-01-339-8375	FLANGE, PIPE	PD5357	S9C	NQ	03	EA	2	1-4	\$448.00	120
0070	0072	4730-01-340-1334	ELBOW, FLANGE TO BOS	6286-112	S9C	NQ	03	EA	1	5-over	\$336.00	
0071	0073	4810-01-346-0453	SEAT, VALVE	522-V48260	S9C	NQ	03	EA	1	2-4	\$490.30	90
0072	0074	4810-01-346-0686	STEM, NEEDLE VALVE	522-V44301	S9C	NQ	03	EA	1	5-over	\$378.30	150
0073	0075	4820-01-193-6065	VALVE-RELIEF MANIFO	6534D553-1	S9C	NQ	03	EA	1	1-over	\$1,638.96	
											\$242.87	120
											\$130.87	
											\$218.90	120
											\$106.90	
											\$562.02	150

CLIN	PRLI	Maritime NSNs	Part Number	CIC	CSI	QCC
0029	0031	1710-01-189-8740	4-2981-1-3	Y	NO	200
0030	0032	1710-01-216-8030	6544C076-3	Y	NO	200
0031	0033	1710-01-287-8093	6532C024-1	Y	NO	200
0032	0034	1710-01-306-5000	6532D751-5	Y	NO	200
0033	0035	2040-01-140-7022	1148-19-1	N	NO	200
0034	0036	2040-01-141-3728	1145-135-1	Y	NO	200
0035	0037	2040-01-141-3729	1145-135-2	N	NO	200
0036	0038	2040-01-144-3348	1145-132-1	Y	NO	200
0037	0039	2040-01-162-9560	1145-134-5	Y	NO	200
0038	0040	2040-01-162-9561	1145-134-6	Y	NO	200
0039	0041	2040-01-162-9562	1145-135-3	Y	NO	200
0040	0042	2040-01-162-9563	1145-135-4	N	NO	200
0041	0043	2040-01-228-6351	2482-48-1A	N	NO	200
0042	0044	2040-01-323-3685	1145-21-3C	Y	NO	200
0043	0045	2040-01-327-6752	1145-21-2C	Y	NO	200
0044	0046	2040-01-327-6753	1145-8-1	Y	NO	200
0045	0047	2040-01-327-6754	1145-22-1	Y	NO	200
0046	0048	2040-01-327-6755	1145-22-2	Y	NO	200
0047	0049	2040-01-328-0114	1145-21-1C	Y	NO	200
0048	0050	2040-01-328-0115	1145-21-4C	Y	NO	200
0049	0051	2040-01-389-9206	1147-50-1	Y	NO	200
0050	0052	3010-01-178-6264	212664	Y	NO	200
0051	0053	3020-01-120-0587	TLB811	Y	NO	200
0052	0054	3020-01-213-1455	1145-75-12	Y	NO	200
0053	0055	3020-01-213-1456	1152-32-1	Y	NO	200
0054	0056	3020-01-213-8118	1145-75 PIECE 7	Y	NO	200
0055	0057	3020-01-213-8119	1145-75-13	Y	NO	200
0056	0058	3020-01-213-8120	1145-75-26	Y	NO	200

CLIN	PRLI	Maritime NSNs	Part Number	CIC	CSI	QCC
0057	0059	3020-01-213-8217	1143-8-4	Y	NO	200
0058	0060	3020-01-224-4983	TLB-822	Y	NO	200
0059	0061	3020-01-277-3500	6547D014-3	Y	NO	200
0060	0062	3020-01-285-2477	6532C080-1	Y	NO	200
0061	0063	3020-01-340-1544	6534C673-1	Y	NO	200
0082	0064	3040-01-141-3708	1145-133-1	N	NO	200
0083	0085	3040-01-213-4635	1148-18-9	N	NO	200
0084	0086	3040-01-213-7952	1147-4-1	Y	NO	200
0065	0067	3040-01-215-3047	1145-162-1	Y	NO	200
0068	0068	3040-01-298-5742	6532C132-3	Y	NO	200
0067	0069	4030-01-211-7265	1152-30-1	Y	NO	200
0068	0070	4730-01-188-1815	6534D658-19	Y	NO	200
0069	0071	4730-01-339-8375	PD5357	Y	NO	200
0070	0072	4730-01-340-1334	6266-112	Y	NO	200
0071	0073	4810-01-346-0453	522-V48260	Y	NO	200
0072	0074	4810-01-346-0696	522-V44301	Y	NO	200
0073	0075	4820-01-193-6065	6534D553-1	Y	NO	200

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO. P0001		3. EFFECTIVE DATE Same as Block 16c	4. REQUISITION/PURCHASE REG. NO.		5. PROJ NO. (if applicable) 1 3
6. ISSUED BY DEFENSE SUPPLY CENTER RICHMOND DOLORES O'BRIEN/DSCR-KDD 8000 JEFFERSON DAVIS HWY RICHMOND, VA 23297-8000 PHONE: (804) 279-4567 Dolores.Obrien@dla.mil FAX: (804) 279-3715		CODE SP0400	7. ADMINISTERED BY (if other than Item 6) DCMA AMERICAS CANADA 275 BANK STREET, SUITE 200 OTTAWA ONTARIO CANADA K2P 2L6		CODE SCN01A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code) CANADIAN COMMERCIAL CORP 50 OCONNOR STREET, 11 TH FLOOR OTTAWA ON K1A 0S6 CANADA			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. X SP0400-03-D-9418		
			10B. DATED (SEE ITEM 13) 2 MAY 2003		
CAGE CODE 98247	FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, () is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS AND CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT CHANGE NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) BI-LATERAL MODIFICATION IS ISSUED PURSUANT TO FAR 43.103(a)				
E. IMPORTANT: Contractor () is not, (X) is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization by UCF section headings, including solicitation/contract subject matter where feasible.) This modification is being issued to add 7 NSNs to the corporate contract. The total dollar value of the contract is increased from \$66,328.46 to \$73,828.71 for the two-year base period and from \$331,642.30 to \$369,143.55 for the 10-year period. See page 2 of this modification for pricing and delivery.					
Except as provided herein, all terms and conditions referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15B. CONTRACTOR/OFFEROR Joan Nolan, Project Manager Joan Nolan (Signature of person authorized to sign)		15C. DATE SIGNED Sept 9/03	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CATHERINE CONTRERAS CONTRACTING OFFICER		16C. DATE SIGNED 9/9/03
			16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		

Indal Technologies
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CLIN	PRLI	NSN	NOMENCLATURE	Part Number	CAGE	ICP	ORC	PC	UI	Ordering Quantities	Unit Price Two-Year Base Period	Minimum Ordering Quantity	Delivery (in days)
0022	0024	3120-00-598-7986	BUSHING,SLEEVE	1147-22-1	36334	S9G	GK	06	EA	1	\$272.13	1	120
										2-over	\$243.28		
0023	0025	5930-01-196-6844	SWITCH ASSEMBLY	6545C064-1	36334	S9E			EA	1-2	\$587.72	1	150
										3-over	\$536.42		
0024	0026	5930-01-204-7093	PUSH BUTTON	6536C119-1	36334	S9E			EA	6-over	\$113.22	6	120
0025	0027	5930-01-299-7169	GUIDE,SWITCH LIGHT	6532B945-1	36334	S9E			EA	10-over	\$79.96	10	150
0026	0028	5930-01-340-1529	PUSH BUTTON	6545B103-1	36334	S9E			EA	2-5	\$166.75	2	90
										6-over	\$141.12		
0027	0029	5930-01-345-1038	SWITCH, PUSH	6545C064-7	36334	S9E			EA	1-2	\$637.25	1	120
										3-over	\$585.95		
0028	0030	5935-01-288-7023	BAR,CLAMP ASSEMBLY	6532C818-3	36334	S9E			EA	1-2	\$427.14	1	120
										3-over	\$375.86		

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CLIN	PRLI	NSN	NOMENCLATURE	Part Number	CAGE	ICP	ORC	PC	UI	QAP	PIC	Shelf Life Code	Critical Item Code	QA Rev Code	Precious Metals Ind	Right Data QPL CD
0022	0024	3120-00-598-7986	BUSHING,SLEEVE	1147-22-1	36334	S9G	GK	06	EA	B02	C					
0023	0025	5930-01-196-6844	SWITCH ASSEMBLY	6545C084-1	36334	S9E			EA	100	1	0	Y		A	
0024	0026	5930-01-204-7093	PUSH BUTTON	6536C119-1	36334	S9E			EA	100	1	0	Y		A	
0025	0027	5930-01-299-7169	GUIDE,SWITCH LIGHT	6532B945-1	36334	S9E			EA	100	1	0	Y		A	
0026	0028	5930-01-340-1529	PUSH BUTTON	6545B103-1	36334	S9E			EA	20N	C	0	N	N	A	U
0027	0029	5930-01-345-1038	SWITCH, PUSH	6545C084-7	36334	S9E			EA	200	1	0	Y		A	
0028	0030	5935-01-288-7023	BAR,CLAMP ASSEMBLY	6532C818-3	36334	S9E			EA	200	1	0	N	N	A	U

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (AS CFR 350)	RATING DO-A1	PAGE OF PAGES 1 7
	2. CONTRACT (Proc. Inst. Ident.) NO. SP0400-03-D-9418	3. EFFECTIVE DATE 2 May 03	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
5. ISSUED BY DOLORES O'BRIEN CODE GBD13 DEFENSE SUPPLY CENTER RICHMOND ATTN: DSCR PROCUREMENT 8000 JEFFERSON DAVIS HIGHWAY RICHMOND, VIRGINIA 23297	SP0400	6. ADMINISTERED BY (If other than Item 5) CODE DCMA AMERICAS CANADA 275 BANK STREET SUITE 200 OTTAWA ONTARIO CANADA K2P 2L6	SCN01A

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) CANADIAN COMMERCIAL CORP 50 OCONNOR STREET 11 TH FLOOR OTTAWA ON K1A 0S6 CANADA	8. DELIVERY [X] FOB ORIGIN [] OTHER (Sec below)
	9. DISCOUNT FOR PROMPT PAYMENT NET-30 DAYS
DUNS NO. : TIN:	10. SUBMIT INVOICES) (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: BLOCK 12
CODE: 98247	FACILITY CODE

11. SHIP TO/MARK FOR See Schedule-Do Not Ship to Address in Block 5	CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O Box 182266 Columbus, OH 43218-2266	CODE HQ0337
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA To be cited on each delivery order.
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					Estimated Contract Value For The Base Period
15G. TOTAL AMOUNT OF CONTRACT					\$66,328.46

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

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [] AWARD (Contractor is not required to sign this document.) You offer on Solicitation Number SP0400-03-R-1165 including the additions or changes made by you with additions or changes are set forth full above, is hereby accepted as to the items listed above and on continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer and (b) this award/contract. No further contractual document is necessary.
---	---

19A. NAME AND TITLE OF SIGNER (Type or Print) <i>Joan Nolan, Project Manager</i>	20A. NAME OF CONTRACTING OFFICER SUSAN ETZ PERKINS CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY <i>J. Nolan</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <i>Susan Etz Perkins</i> (Signature of Contracting Officer)
19C. DATE SIGNED May 1/03	20C. DATE SIGNED 5/2/03

This is a Requirements-Type Corporate Contract effective 2 May 2003 to 1 May 2005.

The Government has the option to extend the terms of the contract for an additional eight years (four two-year option periods). Notice of intent to exercise the option must be furnished to the contractor 240 days prior to expiration of the ordering period.

Each Supply Center will place delivery orders against this contract. Each Center will assign delivery order numbers to their respective contract number as follows:

Defense Supply Center Richmond	SP0400-03-D-9418
Defense Supply Center Columbus	SP0700-03-D-9418 or SP0900-03-D-9418
Defense Supply Center Philadelphia	SP0500-03-D-9418

Actual unit prices will be specified on individual delivery orders issued under this contract. The estimated amount in Block 15G is for administrative purposes only.

Place of Inspection/Acceptance/Shipping Point:

Indal Technologies, Inc. (CAGE 36334)
3570 Hawkestone Road
Mississauga, Ontario, Canada L5C 2V8

Inspection Office:

DCMA Americas Canada
275 Bank Street, Suite 200
Ottawa Ontario Canada K2P 2L6

FAR 52.232-33, Payment by Electronic Funds Transfer applies. EFT payments to be made to:
Bank of Nova Scotia
New York Agency
One Liberty Plaza, NY 10006.

Non-EFT payments are to be mailed to:
Canadian Commercial Corporation
1100-50 O'Connor Street
Ottawa ON K1A 0S6 Canada

Reference ITI Quotation Number 718805-26 dated 6 Feb 03 and e-mail dated 7 Mar 03 providing economical ordering quantities. Indal's e-mail dated 24 Apr 2003 confirming negotiations is incorporated by reference.

Reference Endorsement received 8 Apr 03 from the Canadian Commercial Corporation for CCC Project Number 00052082

Terms are FOB Origin, Inspection and Acceptance at Origin.

Transportation charges are reimbursable if shipment is not made via GBL.

The contract includes pricing and delivery for a total of 21 NSNs. Additional NSNs will be added by contract modification in accordance with Addition/Deletion language cited in the Statement of Work.

Pricing for the option periods will be determined by price re-determination.

Attachment #1 is reserved for possible DVD NSNs. There are no DVD NSNs on contract at this time.

Attachment #2 is for Stock NSNs and will be shipped in accordance with the production lead times identified in the attachment.

Clause 252.203-7002 Display of DoD Hotline Poster is not applicable.

Clause 52.211-9007 (I38) Withholding of MRB Authority is deleted and is replaced with: "The Contractor is authorized to establish one or more material review boards for minor waiver/deviations. Major and critical waiver/deviations will be submitted to NAWCAD Lakehurst for approval. Where government approval is required for minor proposed repair method, a standard repair process or "use as is", the contractor's proposal shall be submitted to the cognizant contract administration office for review and disposition. Major and critical repairs must be submitted to NAWCAD Lakehurst for approval."

Paragraph (B), 4th and 5th line of Clause 52.216-9G11 (I84BA) is changed from "365 days" to "730 days".

POC at DSCR is Dolores O'Brien, 804-279-4567 or e-mail Dolores.Obrien@dla.mil

POC at Indal Technologies is Russ Hardie at (905) 275-5300 or e-mail at russell_hardie@indaltech.com.

Duty free entry per DFARS 262.225-7009 is authorized.

Early shipments (at no extra cost) are authorized and are acceptable.

INDAL TECHNOLOGIES
STOCK NSNS
SP0400-03-D-9418

CLIN	PRLI	NSN	Nomenclature	Part Number	CAGE	ICP	ORC	PC	UI	Ordering Quantities Base Period Year 1	Unit Price Base Period Year 1	Ordering Quantities Base Period Year 2	Unit Price Base Period Year 2	Minimum Ordering Quantity	Delivery (In Days)
0001	0002	5365-01-121-8419	BUSHING, TAPERED	V004528	36334	S9G	KF	04	EA	10-over	\$33.45	10-over	\$33.80	10	60
0002	0003	3120-01-132-1931	BEARING, SHELL	1155-15-1	36334	S9G	GK	06	EA	5-over	\$120.89	5-over	\$120.93	5	60
0003	0004	3120-01-132-1932	BEARING, SHELL	1155-16-1	36334	S9G	GK	06	EA	5-over	\$146.81	5-over	\$146.94	5	60
0004	0005	3120-01-132-5199	BEARING, SLEEVE	1154-45-3	36334	S9G	GK	06	EA	5-over	\$177.99	5-over	\$180.45	5	60
0005	0006	3120-01-132-5200	BEARING, SLEEVE	1154-45-4	36334	S9G	GK	06	EA	5-over	\$206.92	5-over	\$210.71	5	6
0006	0007	3120-01-132-6406	BEARING, SLEEVE	1154-45-2	36334	S9G	GK	06	EA	5-over	\$184.07	5-over	\$186.53	5	60
0007	0008	5342-01-182-0308	LEVER LOCK	6545D117-1	36334	S9G	HC	07	EA	1-over	\$1,537.58	1-over	\$1,588.23	5	135
0008	0009	3110-00-479-0010	BEARING, ROLLER	E2482-1-5	36334	S9G	GL	06	EA	1-over	\$303.17	1-over	\$310.66	5	60
0009	0010	5977-00-827-2383	HOLDER, ELECTRICAL	RB136	36334	S9G	XL	05	EA	5-over	\$99.76	5-over	\$102.43	5	60
0010	0011	5365-01-190-0837	SPACER, PLATE	6532C855-1	36334	S9G	KF	04	EA	5-over	\$123.94	5-over	\$124.51	5	60
0011	0012	4010-01-203-6426	ROPE, WIRE	1145-78-5	36334	S9G	SE	08	EA	10-over	\$63.24	10-over	\$64.81	10	135
0012	0013	5342-01-207-2087	ANODE, CORROSION KIT	V013228	36334	S9G	HT	07	KT	1-24	\$204.46	15-24	\$90.59	5	60
0013	0014	4010-01-213-5519	CHAIN, WELDED	1152-19-5	36334	S9G	SE	08	EA	25-over	\$84.47	25-over	\$85.24	5	60
0014	0015	5365-01-218-1336	BUSHING, TAPERED	V0004588	36334	S9G	KF	04	EA	5-over	\$946.98	5-over	\$977.11	5	120
0015	0016	6110-01-238-6906	CONTACTOR, MAGNETIC	6536D128-1	36334	S9G	XE	05	EA	5-over	\$57.21	5-over	\$57.84	5	60
0016	0018	3120-01-308-8051	ROLLER, LINEAR	6532B837-1	36334	S9G	GR	06	EA	5-9	\$1,101.71	5-over	\$1,132.94	5	120
0017	0019	5365-01-309-0169	PLUG, ARRESTING BEAM	6532B168-1	36334	S9G	KG	04	EA	10-over	\$110.66	5-9	\$111.64	5	120
0018	0020	5365-01-311-7270	SPACER, RING	6532B829-1	36334	S9G	KK	04	EA	10-over	\$42.79	10-over	\$43.78	5	120
0019	0021	6110-01-322-2758	CONTACTOR, MAGNETIC	8007-011-1	36334	S9G	XK	05	EA	25-over	\$16.07	25-over	\$16.31	25	120
0020	0022	5975-01-355-1296	HANGAR, CABLE	6532B508-1	36334	S9G	YN	05	EA	5-9	\$45.54	5-over	\$46.31	5	120
0021	0023	6150-21-920-2797	CABLE ASSY, SPEC	6537C026-2	36334	S9G	TS	02	EA	10-over	\$36.61	10-over	\$37.38	5	120
										1-4	\$1,672.51	1-4	\$1,726.67		12
										5-over	\$1,572.51	5-over	\$1,624.66		120
										3-4	\$267.89	3-4	\$275.81		120
										5-over	\$251.22	5-over	\$257.13		120
										2-4	\$1,466.16	2-4	\$1,515.29		180
										5-over	\$1,428.66	5-over	\$1,468.83		180

INDAL TECHNOLOGIES
 QUALITY INFO
 SP0400-03-D-9418

CLIN	NSN	CRITICAL ITEM CD	PRECIOUS METALS	FLIGHT SAFETY
0001	5365-01-121-8419	Y	A	
0002	3120-01-132-1931	Y		
0003	3120-01-132-1932	Y	A	
0004	3120-01-132-5199	Y	A	
0005	3120-01-132-5200	Y	A	
0006	3120-01-132-6406	Y	A	
0007	5342-01-182-0308	Y		
0008	3110-00-479-0010	N	U	
0009	5977-00-827-2383	Y	U	
0010	5365-01-190-0837	Y	A	
0011	4010-01-203-6426	Y	A	
0012	5342-01-207-2087	Y	A	
0013	4010-01-213-5519	Y	A	
0014	5365-01-218-1336	Y	A	
0015	6110-01-238-6906	Y	A	N
0016	3120-01-308-8051	Y		
0017	5365-01-309-0169	Y		
0018	5365-01-311-7270	Y		
0019	6110-01-322-2758	Y	A	
0020	5975-01-355-1296	N	A	
0021	6150-21-920-2797	Y	A	N

CONTINUATION SHEET

Contract Number

SP0400-03-D-9418

PAGE OF PAGES

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07

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

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 E

E5A 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)

SECTION I

I240A 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAR 2000)

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

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

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

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

1. SOLICITATION NUMBER SP0400-03-R-1165	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL(RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE 2003 JAN 28 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 is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5770	5. ITEMS TO BE PURCHASED (Brief description) MULTIPLE NSNS
--	--

6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/>	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION
 This solicitation is for a Requirements-type Corporate Contract for NSNS that are sole source to Indal Technologies (Cage 36334). All terms and conditions in this solicitation are in accordance with the agreement between the Canadian Commercial Corporation and Defense Supply Center Richmond dated 16 October 2002. See attachments #1 & #2 for a listing of NSNS

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) MICHELLE HARDY, PZGBF11	b. ADDRESS (Include Zip Code) Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151
c. TELEPHONE NUMBER (Include Area Code and Extension) (804) 279-1630	d. E-MAIL ADDRESS Michelle.Hardy@dscr.dla.mil

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

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

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

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER SP0400-03-R-1165	
DATE (YYMMDD) 2003 JAN 28	LOCAL TIME 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)		ATING -> DOA1	PAGE OF PAGES 1 2
2. CONTRACT NO.	3. SOLICITATION NO. SP0400-03-R-1165	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2002 DEC 23	6. REQUISITION/PURCHASE NO. PRDSCRMHKDE036
7. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151		CODE SP0400	8. ADDRESS OFFER TO (If other than Item 7) Bid Custodian Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860		

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

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception Area (Bldg. 32) until 2:00 PM local time 2003 JAN 28
(Hour) (Date)

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

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

10. FOR INFORMATION CALL ->	A. NAME MICHELLE HARDY, PZGBF11	B. PHONE / FAX (NO COLLECT CALLS) (804) 279-1630 / FAX: 3715	C. E-MAIL ADDRESS Michelle.Hardy@dscr.dla.mil
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11. TABLE OF CONTENTS

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

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: <input type="checkbox"/> 41 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(e) ()		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.

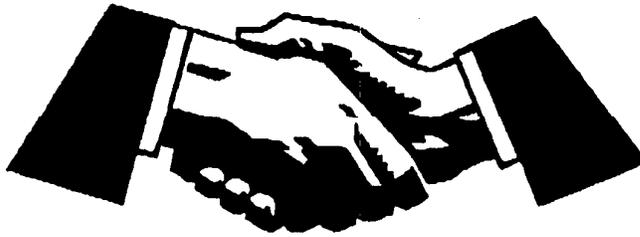
Provision 52.217-9G04 (L58) has been changed.

Revised L58:

L58 52.217-9G04 FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM
CRC DOCUMENTATION REQUIREMENTS: Solicitation for critical
application itmes when 52.217-9002 (Sec L) is used.
Pay particular attention to 1560, 1670, and 1680.



AGREEMENT BETWEEN THE
CANADIAN COMMERCIAL CORPORATION AND
DEFENSE SUPPLY CENTER RICHMOND



Thomas C. Dewolf Oct. 15/02 *Susan Etz Perkins* 10/16/02
For ROBERT RYAN (Date) SUSAN ETZ PERKINS (DATE)
DIRECTOR, AEROSPACE AND DEFENCE CONTRACTING OFFICER
CANADIAN COMMERCIAL CORPORATION DEFENSE SUPPLY CENTER RICHMOND

"The parties agree that the terms and conditions attached hereto will form an integral part of all back-to-back contracts negotiated and awarded by Canadian Commercial Corporation (CCC) to a Canadian Supplier in respect of contracts for goods and services entered into between the Defense Supply Center Richmond and CCC."

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NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text. Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference. FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

SECTION B

Any Defense Logistics Agency (DLA) Inventory Control Point (ICP) listed below may issue delivery orders to the awardee for the supplies cited in Schedule B (Attachments 1 and 2). EDI invoicing will be mandatory. The Defense Supply Center Richmond (DSCR) will administer the basic contract but each ICP will issue and administer its own delivery orders. The ICPs are:

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

For clarification purposes: When the term "base year" is cited throughout this solicitation it is to be interpreted as "base period" which consists of two years.

The resulting contract will have a two-year base period with four two-year options.

Pricing for the two-year base period is firm fixed.

Minimum ordering quantities for DVD items will be one (1) each.

Minimum ordering quantities for stock items will be 25% of Government's projected demand.

B15 11-8 OFFER OF SURPLUS MATERIAL FOR LIFE SUPPORT, FLIGHT SAFETY CRITICAL AIRCRAFT PART (FSCAP) OR INDIVIDUAL REPAIR PARTS ORDER DATA (IRPOD) DSCR (SEP 1999)

The solicited item is a Life Support, FSCAP, or IRPOD. Due to the item's critical nature, offers of surplus material will only be evaluated to accommodate unique contingencies, such as obsolete aircraft/system, when the original equipment manufacturer is out of business, or if the sole vendor does not respond.

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.

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

STATEMENT OF WORK

1.0 SCOPE AND PURPOSE: The purpose of this effort is to provide worldwide support for sole source National Stock Numbers (NSNs) of Canadian suppliers. This effort will encompass Direct Vender Delivery (DVD) and stock replenishment requirements. The contractor shall function as the single source of supply for the NSNs on this contract to consistently deliver parts to the users. Efforts should provide for the best possible supply availability for items covered and provide an interface with DoD legacy systems in an Electronic Commerce/Electronic Data Interchange (EC/EDI) environment. The NSNs listed in Attachments 1 and 2 constitute the initial items to be included in this contract; subsequent sole source items may be added to the contract.

1.1 Addition of Items: Items for which the contractor is the sole source may be added to this contract, by bilateral modification, as follows:

- a. items will be added in lots or phases over the course of the contract.
- b. items that are newly developed by the contractor may be added to this contract.
- c. items that become sole source to the contractor after award, even though alternate sources existed prior to award, may be added to this contract.
- d. replacements for obsolete items may be added to this contract if the contractor is the sole source of the replacement items.
- e. any other items for which the contractor is the sole source may be added to the contract.

1.1.1 Delivery of the first production lot for an item added to the contract will be required within one production lead-time for that item. Subsequent DVD orders will be required by the Contractor Processing Time (CPT) performance metric identified in the contract.

1.1.2 Government forecasted demand levels may be challenged by the contractor at time of solicitation/addition and a revised forecasted demand level can be incorporated by mutual agreement.

1.2 Deletion of Items: The following classes of items may be deleted from the contract:

- a. obsolete items may be deleted from the contract by bilateral modification. The contractor will identify replacement items, which may be added to the contract.
- b. competitive items, which can be obtained from sources other than the contractor, even though no alternate sources may have existed at the time of award, may be deleted by the Government by bi-lateral modification. In the event a DVD demand category item becomes competitive, the procedures stated in Reverse Attrition (Paragraph 8.0) apply.

1.2.1 The contractor shall continue to honor orders for any deleted items until issuance of the modification that deletes them, or for any duration specified by that modification. The Government may draw down contractor inventories of competitive items before ordering them off of another contract. The modification deleting any items will specify the extended ordering period or draw down period.

1.2.2 Deletion of items under this provision will not be actionable under the Termination for Convenience provision of this contract.

1.3 Execution: Delivery orders may begin flowing immediately after contract award.

2.0 REQUIREMENTS: Items are broken into two demand categories: DVD (Attachment 1) and stock (Attachment 2) and will be identified at the time of addition. The contractor shall provide logistics support for the NSNs listed in Attachments 1 and 2. DVD items are generally defined as fast moving items that have many users, frequent demand, and with varying quantities. Stock items are defined as any items that do not meet the criteria for DVD. Separate Delivery Orders (DOs) will be issued for DVD requirements and stock requirements using EDI or manually on a DD Form 1155. The Contractor or the Government may propose that an item be moved from one demand category to another and these changes will be based upon mutual agreement between the contracting parties. Items will remain in the category designated and the Contractor is required to fulfill applicable delivery requirements until such time that both parties agree to a change. The effective date for the change will be cited in the modification to the contract. The obligations of the parties and terms of this contract will remain in effect for any DO that remains open after the expiration of the final ordering period.

2.1 Stock Requirement: The contractor shall ship ordered items on or before the required contract delivery date specified in the DO.

2.2 DVD Services: The contractor is responsible for a complete range of service to support the DVD items that includes forecasting, purchasing, inventory management, quality control, receipt, storage, and packing of specified parts required to support customer requirements for both routine and high priority

DOs. Forecast service may include coordinating with the customer in determining the amount of inventory the contractor shall maintain to satisfy demand requirements. Access to DLA historical data shall be made available to the contractor for the performance of forecasting, however, the contractor shall independently assess the usefulness and accuracy of the data provided and determines how much to rely on this data to obtain the best forecasts.

2.3 DVD Performance Metrics: Contractor performance shall be evaluated by metrics that measure delivery performance. Incentive is provided for excellent performance in accordance with the Performance Based Fill Rate Plan (Attachment 3). Measurement against contract performance metrics shall begin five months (150 days) after award and shall be calculated monthly thereafter. Any DO issued prior to commencement of performance metric tracking will start being tracked five months (150 days) after contract award regardless of when the DO was issued. Delivery of the first production lot for an item added to the contract will be required within one production lead-time for that item. Subsequent DVD orders will be required by the Contractor Processing Time (CPT) performance metric identified in the contract. Manual DOs, surge delivery orders, and FMS requirements are excluded from the performance metric evaluation. The initial orders for NSNs with Government Furnished Tooling (GFT), Government Furnished Property (GFP) and/or FAT requirements shall be issued manually against this contract. Once the GFT, GFP and/or FAT requirements have been satisfied, all subsequent orders for these NSNs shall be issued electronically.

2.3.1 Contractor Processing Time (CPT) of DVD Items: CPT is defined as the number of days from receipt date of the delivery order (997 date) to the date that the total quantity ordered was shipped (856 date). Performance metrics (CPT and backorders) will be calculated using business days. CPT delivery requirements shall apply to each DO individually. Routine and priority requisitions shall meet the appropriate CPT performance required in Table 2.3.1 below.

$$\text{CPT} = 856 \text{ Date} - 997 \text{ Date}$$

$$\text{Percentage CPT} = \frac{\text{DOs due during the evaluation period \& shipped w/in CPT}}{\text{DOs due in the evaluation period}}$$

Table 2.3.1 Contractor Processing Time

	15	90	5
			90
	5	95	2
			95

2.3.2 Time on Backorder for DVD Items: Time on Backorder (TOB) is the DO ship date minus DO due date to meet CPT metric. Requisitions will be considered a backorder when the total requisitioned quantity has not been delivered by the CPT delivery requirement, depending on the priority requirement as defined in paragraph 2.3.1 of this SOW. The ATOB metric will be calculated by adding the total number of days of all DOs on backorder and dividing by the number of DOs on backorder. The backorder clock starts after the CPT metric has expired. DOs will be measured individually against this metric.

$$\text{TOB} = (\text{Ship date}) - (\text{CPT due date})$$

$$\text{ATOB} = \frac{\text{Total Number of days of all DOs on backorder}}{\text{Number of DOs on backorder}}$$

Table 2.3.2 Time on Backorder

	30	90%
	26	95%

2.4 DVD Requisition Priorities: Contractor processing will be either on a Routine or High Priority basis. It will be the responsibility of DLA to notify the contractor point of contact in an off-line manner of any project codes requiring exception, expediting, and/or other special shipping instructions. The DLA system will include the special ship-to address or other special instructions as part of the DO transaction if applicable to a designated project code.

2.4.1 Routine: Routine level of service is defined by the Military Standard Requisitioning and Issue Procedures (MILSTRIP) priority designator code of 04 to 15 inclusive with five days in the Required Delivery Date (RDD) field of the 850 transaction. A routine DO shall be upgraded to high priority upon notification by the ACO.

2.4.2 High Priority: Expedited level of service is defined by the MILSTRIP priority designator code of 01, 02, and 03 with five or two days in the RDD field of the 850 transaction. The contractor will be notified by the ACO of emergency requirements such as Aircraft on Ground (AOG), or Non Mission Capable and partial Mission Capability Supply (NMCS/PMCS) and shall upgrade these DOs to high priority.

Note: The remainder of this SOW pertains to both DVD and Stock items.

2.5 Place of Delivery: The contractor shall deliver directly to the customer or DLA distribution depot as designated on each DO.

2.6 Cancellations: Written requests for DO cancellations will be sent to the vendor (and copy provided to the Canadian Commercial Corporation) electronically via the Internet, e.g., email. Within 2 working days after receipt of a request for cancellation, the contractor shall inform the Government if there will be any cancellation cost on the order. If applicable, the contractor shall provide the Government with the estimated cancellation cost for the order within 15 days of the initial request for cancellation.

3.0 QUALITY: The contractor shall establish, implement, document and maintain a quality system that ensures conformance to all contractual requirements and meets the requirements of ISO 9001:2000, or an equivalent quality system model. The requirements of ISO 9001:2000 shall govern the requirements for quality. Items shall be manufactured in accordance with Contractor drawings. The Contractor is responsible for notifying the Government if the Contractor's part number or technical data is different from the information cited in the Acquisition Item Description (AID) of DO. The contractor will be provided read only access to SAMMS and is responsible for complying with current Acquisition Item Description (AID) changes and updates cited in the Contract Technical Data File (CTDF).

The NSN listings include quality headers that specify the origin inspection requirement, quality assurance provisions, and other specific quality requirements for each NSNs. An appendix to the quality headers is included at Attachment #4. The appendix designates which contract clauses apply to each quality requirement and provides references and handbooks that decode the various quality codes. The quality columns provide information to supplement the requirements stated in the AID, and in the event that a conflict exists between these two documents, the AID shall be the prevailing requirement.

4.0 PACKAGING REQUIREMENTS: Commercial packaging in accordance with ASTM-D3951 is required for CONUS shipments from the contractor directly to the customer. Higher level packaging requirements in accordance with MIL-STD-2073 apply in the following situations:

- Military Distribution System (e.g., DLA Depot)
- OCONUS shipments
- FMS shipments
- Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

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 clauses cited in the appendix to the matrix. 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 DO.

5.0 TRANSPORTATION: The contractor shall consolidate shipments from the same destination to the same source with the same priority rating whenever possible while meeting the established performance metric assigned to the items. This shall not apply to high priority DVD orders as time is the prime factor for these orders.

6.0 PERFORMANCE TRACKING: The following EDI transactions are required for the purposes of transmitting the DOs and tracking performance:

850	Purchase/Delivery Order
856	Shipment Notice
997	Functional Acknowledgement

The functional acknowledgement and shipment notice EDI transactions will be used to track performance metrics. For the purpose of performance metric tracking, the functional acknowledgement (997) transaction will constitute that the contractor has received the DO document and will establish the delivery order issue date and the shipment notice (856) will constitute the delivery order shipment date. The Government will track the contractor's performance and provide the contractor access to the Government performance tracking system.

7.0 CONTRACT CLOSEOUT: Contract closeout is the period before the expiration of the contract on its own terms or execution of one of the termination clauses on the contract. At contract closeout DLA will implement Reverse Attrition in accordance with Paragraph 8.0 below. During contract closeout DLA reserves the right to place delivery orders for material to cover logistical support for the period of time necessary for DLA to resume management. DLA will consider the procurement and administrative lead times to obtain parts in addition to asset balances and forecasted demand in determining whether or not to place these types of orders.

8.0 REVERSE ATTRITION: Just as support on DVD items was transitioned to the Contractor at award, the process will be reversed at contract closeout or upon deletion of an NSN from the contract. During the contract closeout period DLA will coordinate a reverse attrition of parts within the DVD demand category with the purpose of purchasing reasonable amounts of vendor's inventory on a planned basis. The reverse attrition will cover both actual and committed inventory that is purchased by vendor in anticipation of satisfying future DOs under this contract. Actual inventory is inventory that vendor has laid in to support DVD requirements. Committed inventory includes vendor's commitments with suppliers for parts in support of DVD requirements. Actual and committed inventory quantities are determined as of the date of submission of the reverse attrition plan.

8.1 Submission of Reverse Attrition of Parts: The reverse attrition plan will be submitted as indicated under the following scenarios:

1. As soon as practicable after the contractor receives notice that an NSN will be deleted from the contract.
2. As soon as practicable after the Government exercises one of the termination clauses.
3. As soon as practicable after the contractor receives notice that the Government will not exercise an option period.
4. Fifteen months prior to the expiration of the final option period.

8.2 Contents of Reverse Attrition Plan: The reverse attrition plan will detail by NSN/part number actual inventory, estimated usage for the remainder of the contract ordering period, and anticipated final issue date. It will also identify all committed inventory including due-in quantities, anticipated delivery dates, and anticipated dates for exhaustion of committed inventory.

8.3 Adoption of Reverse Attrition Plan: The vendor and the Government will collectively review the reverse attrition plan determine an attrition plan for each NSN. In the event the parties do not agree on an attrition plan for any NSN, the Government will unilaterally determine a plan subject to the disputes clause.

8.4 Additional Delivery Orders: In instances where the Government does not believe that it can procure stock in time to fill the pipeline, it may place delivery orders for material to cover logistical support for the period of time necessary to resume management or transfer management to another contractor.

8.5 When the parties have agreed on an attrition plan for each NSN, The vendor will have no obligation to build up inventory other than that provided by the attrition plan. All DOs for quantities beyond the reverse attrition plan will be DLA stock orders.

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

Defense Supply Center, Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-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): _____
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.

D03 52.211-9008 BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY
SHIPMENTS DLAD (DEC 2001)

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) (Applies to all NSNs)

E7 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

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

Inspection point: Destination Origin

Acceptance point: Destination Origin

Inspection and Acceptance will take place at:

Origin - First Shipment Only

Destination - Subsequent Shipments

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 (MAY 2002)

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

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

FOB Origin (See SOW for number of 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)

F22 52.225-9G01 FMS - SHIPMENT BY TRACEABLE MEANS DSCR (FEB 1996)

Foreign Military Sales (FMS) items require shipment by traceable transportation means. DO NOT ship via U.S. Postal Service unless addressed to an APO/FPO.

F23 52.225-9G02 FMS - SPECIAL INSTRUCTIONS DSCR (MAR 1996)

(a) Pay special attention to shipping procedures and Foreign Military Sales (FMS) marking requirements prescribed in MIL-STD-129. (For petroleum products, MIL-STD-290E applies in lieu of MIL-STD-129.)

(b) The 'FMS CASE NO.' shall be included on all shipping documents (to include the DD Form 250) and shipping containers. The VALUE OF THE SHIPMENT must also be on the documents (to include the DD Form 250). This information is necessary in order to obtain clearance from U.S. Customs.

(c) Contractors shall refer to DD Form 250 preparation instructions in Appendix F of the DoD Federal Acquisition Regulation Supplement (DFARS). Special FMS instructions apply for Blocks 17 and 19.

F26 52.225-9G05 DD 250 AND BILL OF LADING PREPARATION SPECIAL INSTRUCTIONS FOR SAUDI ARABIAN FOREIGN MILITARY SALES PROJECT DSCR (JAN 1996)

(a) DD 250 PREPARATION: Contractor's name shall be omitted on DD 250s which are forwarded with the shipping container(s).

(b) BILL OF LADING PREPARATION: Bill of lading shall list 'Defense Supply Center Richmond' as the shipper's name with the actual location (Street Address, City and State) 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:

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)

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

F42B 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)

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

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)

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)

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

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)

I35 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

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

I38 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002) (Previous versions of this clause are considered obsolete.)

DSCR NOTE: For electronic quotes, if the information requested by this clause cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date. Awards citing origin inspection that authorize the furnishing of surplus material will contain a Quality Assurance Provision (QAP) S01 in lieu of the QAP (if any) specified in this solicitation. A copy of

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

(a) Definition.

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

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

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

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

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).
 Yes No

The material conforms to the revision letter/number, if any is cited. Yes No Unknown If no, the revision offered does not affect form, fit, function, or interface. Yes No Unknown

The material was manufactured by:

(Name)

(Address)

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

Government Selling Agency _____
Contract Number _____
Contract Date (Month, Year) _____

Other Source

Address _____

Date Acquired (Month/Year) _____

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

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

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

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

Contract Number _____
NSN _____
CAGE Code _____
Part Number _____
Other _____
Markings/Data _____

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

Agency _____
Contract Number _____

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

Revision (if any) _____
Date _____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.

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

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

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

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

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

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

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

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

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

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual

inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

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

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

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

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

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

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700) which requires contractors to utilize the assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. Because this contract does not have a specified delivery date, the basic contract is not rated; however, orders placed against it that include a delivery date are considered rated orders as of the date of

receipt by the supplier. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract Management Agency (DCMA) representative or the appropriate Defense Supply Center DPAS officer through the cognizant Administrative Contracting Officer or procuring contracting officer. The DPAS officer or the DCMA plant representatives will provide necessary assistance or the necessary instructions to complete Department of Commerce (DoC) BXA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the DoC who will review and take action to make the needed supplies available to the applicant when deemed appropriate.

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

I38DC 52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS DLAD (DEC 2001)

(a) Definitions.

'Actual manufacturer' means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity. 'Approved source' means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability. 'Critical safety item' (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel. 'Design control activity' means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer. 'Exact product' and 'alternate product' are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items. 'Prime contractor' means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment. 'Rebranding' means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This provision applies only to offers of 'exact product.' Offers of 'alternate product' will be evaluated in accordance with the clause at DLAD 52.217-9002.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum:

(1) If offered item(s) are 'not in stock' or 'not yet manufactured' --

(i) A copy of Offeror's Request for Quotation to approved source cited in AID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)

(2) If offered item(s) are 'shipped' or 'in stock' -

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); and

(iii) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID

for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacture or distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this provision already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government -

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

I38DD 52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS DLAD (DEC 2001)

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Contracting Officer.

(b) The Contractor shall immediately provide to the Contracting Officer notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

- (1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;
- (2) Changes in the manufacturing process;
- (3) A change in the approved source's manufacturing location; or
- (4) A transfer of manufacturing facilities by the approved source since last manufacture.

I38DE 52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS DLAD (DEC 2001)

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld.

I50C 52.215-8 ORDER OF PRECEDENCE (OCT 1997)

I50N 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (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 AWARD
THROUGH: TWO YEARS THEREAFTER

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by ----- . 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 1 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 DVD or ATTACH #2 Stock
- (2) Any order for a combination of items in excess of N/A , or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in

subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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 ATTACHMENTS #1 AND #2. 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.

I68 52.216-21 REQUIREMENTS (OCT 1995)

(f) 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 SOW days from the date of contract expiration.

**I84BA 52.216-9G11 CORPORATE CONTRACTING PRICE ALTERNATE I
REDETERMINATION-PROSPECTIVE DSCR (MAR 1996)**

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies and services ordered before the first effective date of price redetermination [see paragraph (b) of this clause] shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract (paragraph g).

(b) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract award to 365 days after award, and the second and each succeeding period shall extend 365 days from the end of the last preceding period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(c) Data submission.

(1) Not more than 90 days nor less than 60 days before the end of each redetermination period, except the last, the Contractor shall submit proposed prices for supplies or services that may be ordered in the next succeeding period.

(2) The Contractor shall also submit documentation to support the requested price increase/decrease (i.e., commercial price list changes; GSA price changes if items are also on a GSA contract; information other than cost or pricing data; cost or pricing data if same was provided and utilized to determine the original contract prices as fair and reasonable).

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may exercise the option provisions without a price redetermination.

(d) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies or services that may be ordered in the period following the effective date of price redetermination.

(e) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices within 60 days after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes Clause. For the purpose of paragraph (e) above, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(g) Ceiling prices. Redetermined price(s) will not exceed a 10 percent increase over the preceding ordering period price(s). There will be no limitation on price decreases.

(h) Price reductions. Notwithstanding the provisions of this clause, DSCR will accept contractor-offered price reductions throughout the life of the contract.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 180 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

**191 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:

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.

192K 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.

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

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)

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:

MULTIPLE NSNS

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 --

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 (AUG 2000)

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)

I155 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS DFARS (DEC 1991)

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)

I188 52.232-1 PAYMENTS (APR 1984)

I189 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

I190 52.232-11 EXTRAS (APR 1984)

I193 52.232-17 INTEREST (JUN 1996)

I195 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) ALT I ALTERNATE I (APR 1984)

I196 52.232-25 PROMPT PAYMENT (FEB 2002)

I196B 52.232-25 POPS - PROMPT PAYMENT NOTICE DSCR NOTE 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)

I199 52.233-1 DISPUTES (DEC 1998)

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. 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. DSCR (MAY 1999)

I200 52.233-3 PROTEST AFTER AWARD (AUG 1996)

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

I206 52.242-13 BANKRUPTCY (JUL 1995)

I206D 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS DFARS (DEC 1991)

The contractor shall request Government bills of lading by submitting a DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the--

- (a) Transportation Officer, if named in the contract schedule; or
- (b) Contract administration office.

I208 52.243-1 CHANGES FIXED PRICE (AUG 1987)

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)

I227 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

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

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 (MAR 2000)

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

Federal Acquisition <http://www.arnet.gov/far> Regulation (FAR) DoD FAR Supplement [http://www.acq.osd.mil/\(DFARS\) dp/dars/dfars.html](http://www.acq.osd.mil/(DFARS) dp/dars/dfars.html) DSCR Master Solicitation <http://www.dscr.dla.mil/> organized as follows: [procurement/mastersol.htm](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 <http://www.procregs.hq>. of the above [dla.mil/icps.htm](http://www.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
 - 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](http://www.dscr.dla.mil/procurement/mastersol.htm)
 - QUALITY ASSURANCE PROVISION
 - TECHNICAL DATA
- TECHNICAL DATA is available at --<http://www.dscr.dla.mil/tdmd>
- OTHER:
- #1 List of DVD NSNs
 - #2 List of Stock NSNs
 - #3 Performance Based Fill-Rate Plan
 - #4 Quality Matrix

SECTION K

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 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

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 (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)

**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)

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.

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

(b) **LOCATION WHERE THE END ITEMS WILL BE INSPECTED:**

Insert below the location where the end items (not the packaging) will be inspected.

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

(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

INSTRUCTIONS TO OFFERORS

1.0 PRICE. Items are provided in two groups: DVD items (Attachment 1) and Stock items (Attachment 2). Projected demand is provided for each item for pricing purposes. The contractor shall submit a pricing proposal for material (stock and DVD items) and DVD services separately. The contractor is required to submit certified or other cost/pricing data to the Government of Canada in accordance with the Canada/US Defense Production Sharing Arrangement. Submission and verification of Cost and Pricing data will be accomplished in accordance with the Government of Canada policies, procedures and practice for procurement of Defense Items. The Government of Canada will endorse all pricing proposals in accordance with DFARS 225.870.

2.0 MATERIAL MANAGEMENT PLAN: The contractor shall submit a Material Management Plan (MMP) that details his approach to providing support for all items to meet SOW performance requirements. The plan shall describe the following four areas and at a minimum address the issues and/or questions listed within each area. 1) relationships with suppliers for make or buy parts, 2) system of forecasting, 3) system for managing and correcting technical problems, and 4) a management structure showing methods to be used to control the contractor's operation.

1) Relationships With Suppliers For Make or Buy Parts: Describe how suppliers' performance in terms of quality and timeliness will be monitored. Do contracts exist with all suppliers? If not, what kinds of relationships exist? What is the fallback plan should a supplier no longer be able to fulfill his responsibilities for whatever reason?

2) System of Forecasting: Describe how demand will be forecasted for the DVD items under this contract. What data/information will be utilized? How will this information be gathered? How will it be used? What tool will be used for forecasting? How does it work? Is it automated?

3) System for Managing and Correcting Technical Problems: Describe the quality control program that will be utilized to ensure both timeliness of delivery and quality of the product for both the prime contractor and all subcontractors. How will quality problems be identified? What corrective measures will be taken when necessary? How will the effectiveness of the corrective measures be determined? Identify how the quality control organization fits into the overall corporate structure.

4) A Management Structure Showing Methods to be Used to Control the Contractor's Operation: Provide an organizational structure showing the various functional areas to be utilized in the performance of this contract. Show the reporting chain. Identify the key personnel. Describe how work will be assigned and monitored. To what degree are personnel available for work on this contract? Will they be fulltime assigned to this program?

ADDITIONAL PROVISIONS

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)

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

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

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)

L39E 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001)

DSCR NOTES FOR FAR CLAUSE 52.215-1

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

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(c) Facsimile receiving data and compatibility characteristics are as follows: Telephone number of receiving facsimile equipment: (804) 279-4165

L48B 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

[] FIRM FIXED PRICE

[] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[X] FIXED PRICE/PRICE REDETERMINATION contract resulting from this solicitation.

L54 52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS DLAD (JUN 2001)

[] Exact Product Applicable to
CLIN(s) _____

[] Alternate Product Applicable to
CLIN(s) _____

(d) CLIN NR. (s) _____
**HAVE BEEN PREVIOUSLY FURNISHED OR EVALUATED AND APPROVED
UNDER CONTRACT/SOLICITATION NR. _____**

DSCR NOTE: In reference to the first sentence of paragraph (g) of the above clause, DSCR defines a reasonable time as 10 calendar days after submittal of contractor's quotation/proposal to DSCR. DSCR (OCT 1998)

L55 52.217-9003 MANUFACTURING OR PRODUCTION INFORMATION DLAD (FEB 1996)

L58 52.217-9G04 FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM DOCUMENTATION REQUIREMENTS DSCR (MAY 1998)

(g) 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 []
CATEGORY II []
CATEGORY III []
CATEGORY IV []

L59D 52.217-9G23 RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS DSCR (JAN 1996)

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.)

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-JKDB
8000 Jefferson Davis Highway
Richmond, VA 23297-8000

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.

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 <http://www.acq.osd.mil/>
(DFARS) [dp/dars/dfars.html](http://dars/dfars.html)

DSCR Master Solicitation <http://www.dscr.dla.mil/>
organized as follows: [procurement/mastersol.htm](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 <http://www.procregs.hq>.
of the above [dla.mil/icps.htm](http://www.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

EVALUATION PROCEDURES

1.0 PRICE. All proposals are subject to a complete pricing analysis by the Government of Canada in accordance with the Canada/US Defense Production Sharing Agreement, DFARS 225.870, DFARS 215.403-1(4)(A) and Canadian Government policies, practice and procedures for defense procurement. All proposals will be endorsed by the Canadian Commercial Corporation in accordance with DFARS 225.870.

DLA will evaluate prices by comparing the prices quoted based on Government's projected demand quantity. Pricing for the base period will be cited in the original contract. Pricing for option periods will be negotiated prior to option exercise.

2.0 MATERIAL MANAGEMENT PLAN: The Material Management Plan (MMP) will be evaluated in each of the four areas required in the proposal to ensure the contractor has the capability of supporting all items to meet SOW performance requirements.

ADDITIONAL PROVISIONS

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)

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are deficient may be rejected. The S&S capability assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.

(b) Acceptable Standard. Acceptable proposals must:

- (1) describe a methodology which enables visibility of supplier base resources on a continuing basis;
- (2) identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, provide a description of S&S strategies for all items;
- (3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;
- (4) describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements; and
- (5) provide information regarding agreements with subcontractors, suppliers and service providers, if applicable, that reflect access to S&S resources;
- (6) identify any significant investment (dollars or otherwise) under (3) or other subparagraphs above, needed to develop S&S capability, with the following information:
 - (i) An explanation of why the investment is needed.
 - (ii) A description of what items or materials will need to be purchased with the investment.
 - (iii) Provide a justification/basis for the investment cost.
 - (iv) Identify the S&S capability to be gained from the investment.
 - (v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.

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

Adequate proposals shall:

- (1) provide information to support the rationale for concluding that the S&S items are readily available;
- (2) describe how access to these resources will provide the ability to meet S&S requirements; and
- (3) identify a plan for coordinating distribution and transportation services for meeting S&S requirements
- (d) Deficient Proposals. Proposal revisions to correct deficiencies in S&S capability may be addressed during negotiations with offerors determined within the competitive range.
- (e) Price. Price(s) associated with S&S items will be evaluated for reasonableness and realism in accordance with proposal analysis

techniques specified in FAR 15.404. The total evaluated price associated with a proposal will include S&S prices/costs only to the extent such prices/ costs represent:

- (1) the dollar amount that must be obligated or reserved at time of award to implement and or maintain the S&S capability and
- (2) the dollar amount associated with a confirmed requirement to support an actual contingency.

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

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

(a) Does the offeror propose to furnish --

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

YES NO

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

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

YES NO

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

YES NO

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

\$ _____

M29 52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)

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 N/A , , . 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 ALL , , . 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.

ATTACHMENT J-3 Performance Based Fill Rate Plan

1 Introduction. The purpose of this plan is to establish an incentive system for DVD items by which the contractor may earn increases in service fees for exceeding performance metrics and decrements for not meeting performance metrics for the Contractor Processing Time (CPT), and Average Time on Backorder (ATOB). This plan defines the specific criteria and procedures used to assess contractor performance and will provide the basis for evaluation of the contractor's performance. The three fill rate evaluation factors are defined in the Statement of work (SOW) and the weighting of each factor based on importance is stated below:

<u>Performance Factors</u>	<u>Weighting of Factor</u>
• Contractor Processing Time - Routine	60%
• Contractor Processing Time - High Priority	30%
• <u>Average Time on Backorder</u>	10%
TOTAL	100%

2 Fill Rate Amounts. The fill rate amount is the service fee the contractor will be paid for DVD services. The fill rate will be a percentage applied to the negotiated price of the part. The fill rate amount is determined based upon the number of points the contractor achieves in each evaluation period. These points are distributed among each factor as weighted above and based on the various levels of performance as shown in the Fill Rate tables below for the various performance periods. The amount of points that will be earned increases with improved contractor performance. All points are totaled using the weights above and converted directly from points to a percentage to determine the amount of fill rate to be granted. For example, if 22 points are earned the contractor receives a fill rate of 22% of the total material price of each DVD item delivered. This fill rate is then applied to the material price for each DVD delivery order processed in the following annual period. The negotiated fill rate of ___% is based on the minimum performance levels as defined in the Statement of Work. A minimum fill rate of ___% is established to minimize the contractor's risk by compensating the contractor for services provided. The maximum fill rate level is ___%.

Fill Rate Performance Tables

**First Period of Performance (Months 6-11 after award)
award (150 days-330 days)**

**Second Period of Performance (12 months after
through the end of the contract (After 330 days)**

99.0		99.0		27
98.0		98.0		29
97.0		97.0		31
96.0		96.0		33
95.0		95.0		35
94.0		94.0		37
93.0		93.0		39
92.0		92.0		41
91.0		91.0		43
90.0		90.0		45
89.0		89.0		47
88.0		88.0		49
87.0		87.0		51

99.0		99.0		27
98.0		98.0		29
97.0		97.0		31
96.0		96.0		33
95.0		95.0		35
94.0		94.0		37
93.0		93.0		39
92.0		92.0		41
91.0		91.0		43
90.0		90.0		45
89.0		89.0		47
88.0		88.0		49
87.0		87.0		51

86.0		86.0		53		86.0		86.0		53
85.0		85.0		55		85.0		85.0		55
84.0		84.0		57		84.0		84.0		57

Note: The percentages shown for performance in this table represent greater than or equal to the number identified.

3 Measuring Performance. DLA will utilize the Enterprise Linked Logistic Information Source (ELLIS), a performance metrics tracking program, to measure the contractor's performance on a monthly basis. Electronic Data Interchange (EDI) transactions will be used to monitor contractor performance. Delivery orders will be transmitted to the contractor via the 850 EDI transaction. The 997, Functional Acknowledgement, will measure the delivery order issue date, which is the start of the CPT period and the 856, Shipment Notice Manifest, will measure the date of shipment, which ends the CPT period. Time on Backorder will be tracked from the day after the DO does not meet CPT until the day the total quantity on the DO ships. Unshipped DOs are counted against this metric each month they are open, not just in the month of shipment. The data used to calculate the CPT and TOB performance shall be consistent with the method described in the SOW, with overall fill rate determined for the entire evaluation period. The vendor may input the 856 transaction information to complete the shipment notice manifest once the DCMA QAR has been contacted for a final inspection.

3.1 CPT. The populations of CPT DOs used in an evaluation period will be all routine and priority DOs which have CPT delivery dates due within that evaluation period. Of these populations of DOs, the number of routine and priority DOs which were shipped on-time by their CPT delivery date will be divided by the total population of routine or priority DOs to determine the percentages of each which were on-time.

3.2 TOB. Time on Backorder (TOB) is the DO ship date minus DO due date to meet the CPT metric. Requisitions will be considered a backorder when the total requisitioned quantity has not been delivery by the CPT delivery requirement, depending on the priority as defined in paragraph 2.4 of the SOW. The ATOB metric will be calculated by adding the total number of days of all DOs on backorder and dividing by the total number of DOs on backorder in the performance period. The backorder clock starts after the CPT metric has expired. DOs will be measured individually against this metric.

3.3 Evaluation Periods. The fill rate will be calculated annually on a cumulative basis for all DOs received in the annual contract period. The initial performance period will be started on the fifth month (150 days) after contract award and will cover months five (5) through ten (10) (150 days through 300 days). Thereafter performance will be tracked in 12 month performance periods, beginning with the first day of the twelfth (12) month. In order to avoid administrative problems, a period of one month, that does not coincide with the period to which an authorized mark up will apply, will be used to calculate the fill rate. The month for evaluation will be at the end of the performance period and prior to the annual application period for the authorized fill rate as shown below.

Perf Period No	Perf Period Months	Evaluation Month	Application of Fill Rate Months
1	6 - 11	12	13-24
2	12-23	24	25-36
3	24-35	36	37-48
4	36-47	48	49-60
5	48-59	60	61-72
6	60-71	72	73-84
7	72-83	84	85-96
8	84-95	96	97-108
9	96-107	108	109-120
10	108-119	120	121-132
11	120-131	132	133-144

Delivery of the first production lot for each item awarded under the initial contract or added to the contract will be required within one production lead-time for that item and will not be part of the fill rate calculation. Subsequent orders will be required by the CPT metric identified in the SOW.

3.4 Evaluation Team Responsibilities. The evaluation team for contract performance consists of the Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), and the Project Officer from the Specialized Support Program Division. The responsibilities of the team members are described below:

3.4.1 Procuring Contracting Officer (PCO). The PCO will determine whether a performance deficiency will be excused for the purposes of calculating fill rate and is responsible for ensuring that excused deficiencies are input into ELLIS.

3.4.2 Administrative Contracting Officer (ACO). The ACO is the liaison between the contractor and the government personnel. The contractor may provide a written assessment of any non-contractor caused reasons for failure to meet performance requirements, if applicable. Contractor submitted reports of performance must be submitted to the ACO no later than ten working days prior to the completion of each evaluation period under consideration, however the contractor is encouraged to submit reports of this nature upon each occurrence.

3.4.3 Project Officer. The Project Officer in the Specialized Support Programs Division will pull the contractor's performance report from ELLIS upon notification of the PCO and will assist in tracking any specialized performance required for reporting purposes. Upon notification of excusable performance deficiencies, the Project Officer will correct the ELLIS data.

3.5 End of Period Evaluations. The ACO will notify the Project Officer at the completion of the performance evaluation period to submit the ELLIS evaluation reports to the ACO. This report must be submitted to the ACO within five (5) calendar days after the end of the evaluation period. The ACO will forward to the PCO any written assessments provided by the contractor of any non-contractor caused reasons for failure to meet performance requirements and will make a recommendation to the PCO. The PCO shall consider all available information to determine whether or not the contractor has achieved customer satisfaction and taken reasonable measures to perform in accordance with the contract requirements in determining whether or not to make any adjustments to the calculated fill rate. The ACO/PCO will issue a unilateral modification revising the fill rate at the end of each annual performance period. The amount of the fill rate is not subject to disputes, however, the contractor may submit data to contradict any weaknesses and other issues that were key in the fill rate decision.

3.6 Unsatisfactory Performance. If a contractor performs at less than the Government's minimum level of performance, as stated in the SOW performance metrics, for two successive periods, the Government has the option of canceling the service effort on this contract and purchasing the items for stock replenishment.

4.0 PERFORMANCE BASED FILL RATE PLAN CHANGE PROCEDURES

The parties may change this plan prior to the beginning of an evaluation period by mutual agreement. In addition, the contractor may recommend changes to the plan no later than 30 days prior to the beginning of the new evaluation period. Any changes will be incorporated by modification and will state the effective dates to which the changes will apply.

CPT Example

As an example, if there were total of 1,410 priority DOs with CPT delivery dates within the evaluation period, only those DOs would be analyzed to determine the percentage delivered on-time. Suppose during this same evaluation period, 1,456 priority DOs were shipped in this evaluation period, as follows:

- 100 filling backorders from DOs which were due in a previous evaluation period
- 6 filling backorders from DOs due during the evaluation period but shipped after CPT
- 84 DOs with CPT ship dates in the next evaluation period

The number of DOs used to determine the percent on-time for priority DOs would be 1,266 (1,456 minus 100, 6, and 84). The 100 DOs would have been counted as not on-time in the previous evaluation period and the 84 DOs will be counted as on-time deliveries in the next evaluation period. The percent on-time would be 89.8% (1,266 divided by 1,410 and rounded to the nearest one-tenth of a percent). The same type of calculation would apply to routine DOs.

CPT EXAMPLE

Terms:

- DOs: Delivery Orders
- DOs due during evaluation period & shipped w/in CPT: DOs with CPT delivery dates within the evaluation period that were shipped on or before the due dates
- BO DOs: Backordered DOs that were shipped during the existing performance period, but were either (a) due in the previous evaluation period or (b) due in the existing performance period but shipped after the CPT due date
- Future DOs: DOs with CPT delivery dates in the next evaluation period

Formulas:

CPT = 856 Date - 997 Date

CPT % = $\frac{\text{DOs due during evaluation period \& shipped w/in CPT}}{\text{DOs due in the evaluation period}}$

DOs due during evaluation period & shipped w/in CPT = (# of DOs shipped) - (# of BO DOs shipped) - (# of Future DOs shipped)

Percent is rounded to the nearest one-tenth of a percent.

Example:

- 1,410 Routine DOs with CPT delivery dates within the evaluation period
- 106 BO DOs that were due in the existing or previous evaluation period (backordered DOs)
- 84 DOs with CPT delivery dates in the next evaluation period (future DOs)
- 1456 DOs shipped in evaluation period

DOs due during evaluation period & shipped w/in CPT = 1,456 - 106 - 84 = 1,266

% on Time = $\frac{1,266}{1,410} = 89.8\%$

NOTE: The same type of calculation would be applied to Routine DOs.

TOB Example

As an example, if there were a total of 213 DOs not delivered within the CPT, and the total number of days they are delinquent at the end of the measurement period is 9000 days, the Average TOB would be 42.3 days (9000 divided by 213, rounded to the nearest one-tenth of a percent).

TOB EXAMPLE

Terms:

DOs: Delivery Orders

Backorder DOs: Delivery Orders in which the entire quantity was not delivered within the CPT.

Formula:

$$\text{ATO}B = \frac{\text{(total number of days of all DOs on backorder)}}{\text{(Total number of DOs on backorder in the evaluation period)}}$$

Example:

Total number of days these DOs are delinquent when compared to the CPT (priority and routine) is 9000.

213 Priority DOs

$$\text{ATO}B = \frac{9000}{213} = 42.3 \text{ days}$$

ATTACHMENT J-4 Quality Requirements Matrix Appendix (05-23-02)

This appendix provides definitions for codes and specifies which clauses apply to each quality requirement. Clauses are applicable to the extent that the requirement applies and are self deleting when they do not apply.

Field	Applicable Clauses	Reference
Unit of Issue		http://www.supply.dla.mil/CustomerHandbook/index.asp (Customer Assistance Handbook, page II-45) DoD 4100.39-M, VOL: 10, Table 53
Place of Inspection	52.213-1 252.246-7000	1 = origin inspection 2 = destination inspection C = critical and origin inspection
Critical Item	52.208-9G01 252.223-7004 52.217-9G04	Y(es) or N(o), blank = undetermined
Critical Safety Item	52.211-9005 52.211-9006 52.211-9007	(Y)es, (N)o blank = undetermined DSCR Tables
Flight Safety Item	52.217-9G04	Y(es) or N(o), blank = No
First Article Test	52.209-3 52.209-4 52.209-9G03 52.209-9G04 52.209-9G05 52.246-15	DSCR Tables
Quality Assurance Provisions (QAPs)		Access QAPs via HYPERLINK http://www.dscr.dla.mil/qap/qaps.htm http://www.dscp.dla.mil/gi/prod_services/qaphome.htm For DSCC see DSCC Quality Control Codes (QCCs) below.
Rights in Data Code/ Quality Product List	52.209- 1	http://www.dlaps.hq.dla.mil/SR2.htm DLAM 4130.3, VOL II, part 12, App. A44 and A50 U = Unlimited rights to use data L = Specification has only limited coordination NQ = QPL does not apply Q = QPL applies
Higher Level Quality	52.246-11	DSCR Tables
Product Verification Testing	52.246-9004 52.246-9G35	DSCR Tables defined as follows: CQC05 and EQC05 - DLAD clause 52.246-9004, applies. This clause is a government option that can only be invoked upon

the cognizant contract administration office notifying the contractor that PVT samples are to be selected.

Configuration Management	52.246-9G36	Y(es), N(o), Blank = No
ALRE	B12D 9-8 52.246-9G39 52.246-9000 52.246-9003 52.246-9004	Y(es), N(o), Blank = No
IRPOD	B15 11-8	Y(es), N(o), Blank = No
Life Support Equipment	B15 11-8	Y(es), N(o), Blank = No
Manufacturing Process Control and In-Process Inspection	52.246-9001	DSCR Tables
Critical Safety Item	52.211-9005 52.211-9006 52.211-9007	Y(es), N(o), Blank = No DSCR Tables
Government Fit Verification Test	52.209-9G10 52.209-9G11	DSCR Tables
Measuring and Test Equipment	52.246-9003	
Shelf Life	52.211-9G01	http://www.dlaps.hq.dla.mil/SR2.htm DLAM 4140.2, VOL II (Part 1) A-47, Page 250
Hazardous	52.223-3 52.223-9000 52.223-7001 52.223-9G05 52.211-9G16	http://www.supply.dla.mil/CustomerHandbook/index.asp (Customer Assistance Handbook, page III-3) DLAM 4145 or DoD HMIS
Precious Metal Indicator Code	252.208-7000	DoD 4100.39M X-4
Tech Manual	52.211-9G02 52.217-9G06 52.227-9G01 52.227-9G03 52.227-9G04 252.201-7000	TM1 – military tech manual TM3 - commercial tech manual

Government Furnished Tooling	52.245-9G04 52.245-9G11 52.245-9G14 52.245-9G16 52.245-9G17 52.245-9G19 52.245-9G20	Y(es) or N(o), blank = No
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Government Furnished Material	52.245-9G01 52.245-9G07 52.245-46 52.45-56	Y(es) or N(o), blank = No
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Government Furnished Property	52.245-2 52.245-9 52.245-56 52.245-9G07 52.245-9G08 52.245-9G10 52.245-9G14	Y(es) or N(o), blank = No
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**DEFENSE SUPPLY CENTER COLUMBUS
QUALITY CONTROL CODES (QCC)**

1ST Position (Contract Quality Requirements)

- 1 - Contractor Responsibility** (FAR 46.202-1/46.301/52.246-1)
- 2 - Standard Inspection** (FAR 46.202-2/46.302/52.246-2)
- 3 - Higher Level Contract Quality** (FAR 46.202-3/46.311/52.246-11)
(Tailored ISO 9002)
- 4 - Higher Level Contract Quality ISO 9002** (FAR 46.202-3/46.311/52.246-11)
- 5 - Higher Level Contract Quality ISO 9001** (FAR 46.202-3/46.311/52.246-11)

2nd Position (Quality Subsystem Identification)

0 - No Quality Subsystem requirements

1 - First Article Testing (FAT) - Contractor FAT-C

FAT and approval consists of the Contractor testing and/or examining items prior to regular production on a contract followed by the preparation/evaluation of attendant test reports.

2 - First Article Testing - Government FAT-G

FAT and approval consists of the Governments testing and/or examination of the items submitted by a contractor prior to regular production on the contract followed by the preparation/evaluation of attendant test reports.

3 - Traceability Documentation Required (H-3) -DSCC 52.246-9C27

Contractor shall furnish a Certification of traceability initiated by the manufacture.

4 - Measuring and Test Equipment - DLAD 52.246-9003 (M/TE)

The M/TE clause requires the Contractor to ensure that the gauges and other testing equipment used in determining

whether the supplies presented to the government for acceptance under this contract fully conform to specified technical requirements and are calibrated in accordance with the applicable paragraphs of ANSI/NCSL-Z450-1. The Defense Logistics Acquisition Regulation (DLAR) 4105.1 paragraph 46.391 requires the contracting officer to use both the COQC and standard inspection clauses with this clause

5 - Product Verification Testing - DLAD 52.246-9004 (PVT)

The PVT clause assures the Government has a right to inspect and perform chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. The inspection clause of FAR 52.246-2 and ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes. The DLAR 4105.1 paragraph 46.392 requires the COQC clause and inspection at source when using this clause.

6 - Certificate Of Quality Compliance - DLAD 52.246-9000 (CoQC)

The Contractor shall prepare and furnish a Certificate of Quality Compliance (COQC) for all supplies delivered under this contract. This clause may be used with either source or destination inspection.

7 - Deliverable Data - 1423

The Contractor is required to deliver technical data as indicated on DD Form 1423. DD Form 1423 is required and will be included in the solicitation and award documents.

8 - Two or More Codes Apply

The multiple quality subsystem requirements are listed in the Contract Technical Data File (CTDF), Option N, in-the-clear test field.

3rd Position (Quality Specific Requirements)

0 - No Specific Requirements

1 - Calibration Systems Requirements

The Contractor is required to have a calibration system that complies with their industry standard.

Note: Not applicable with Higher Level Inspection.

2 - Quality Assurance Letter of Instruction (QALI)

QA personnel have determined that a QALI should be written to the responsible Government Inspection Activity when this NSN is awarded.

3 - Preaward Survey

There is sufficient NSN Quality History that suggests that Contracting should have a Preaward Survey prior to the next award of this NSN.

4 - Postaward Conference

There is sufficient NSN/Contractor quality history that suggests the QAS should request the PCO, or have the QAR request the ACO, to schedule a Postaward Conference for the next award.

5 - Individual Repair Parts Ordering Data (IRPOD)

This NSN requires IRPOD data, i.e., instructions from the U.S. Navy Ships Parts Control Center (SPCC) for Nuclear Reactor Plant application.

6 - Shelf Life (DSS)

QA Personnel have reviewed the shelf life coding for appropriate Depot Storage Standard (DSS) actions. ADSS is required for all Type II Shelf Life Items (and may be required for a Type I).

7 - Statistical Process Control (SPC)

Contractor is required to use SPC procedures. SPC is an element of a process improvement system that provides a way of statistically monitoring and controlling processes of manufacturing through the concept of "continuous quality improvement." This requirement is established by Supplemental Quality Assurance Provision (SQAP) not a DSCC clause.

8 - Quality Evaluation Program (QEP)

QA personnel have established a NSN Quality History in the Quality Evaluation Program (QEP).

9. CIM/IMQIP

9 - CIM/IMQIP

This NSN is identified to the Navy Controlled Industrial Material (CIM) program NSNs that are under the Industrial Material Quality Improvement Program (IMQIP).

M - Military Specification-This NSN is control by a Military Specification.

Q - Quality Assurance Provision-A Quality Assurance Provision is required.

R - Receiving Inspection Testing-This NSN is recommended for consideration in the Receiving Inspection Program. Contact QA Personnel for more information.

T - TRI-STAR Testing-This NSN is recommended for consideration in the TRI-STAR Program. Contact QA Personnel for more information.

X - No Testing (Receiving/SQA/PVP)-This NSN has a good Quality History and is in a critical supply need. Testing should only be performed at the request of the QA Personnel.

Z - Two or More Quality Specific Requirements-The multiple quality specific requirements are listed in the Contract Technical Data File (CTDF), Option N, in-the-clear tests field.

APPLICABLE DOCUMENTS: The following documents are applicable to the SOW or the Quality Matrix.

For Department of Defense (DoD) Publications: <http://web7.whs.osd.mil/dodiss/publications/pub2.htm>

For the DLA Customer Assistance Handbook: <http://www.supply.dla.mil/CustomerHandbook/index.asp>

For the Defense Logistics Agency (DLA) Publications (DLAM, DLAH, and DLAR): <http://www.dlaps.hq.dla.mil/SR2.htm>

DoD Hazardous Material Information System (HMIS): <http://www.dlis.dla.mil/hmis>

Military Standards: <http://astimage.daps.dla.mil/quicksearch/> (Type standard number in field entitled "Document Number".)

American National Standards Institute: <http://web.ansi.org/>

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DVD NSNS

None at this time

