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

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

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

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

| 1. SOLICITATION NUMBER | 2. (X one) | 3. DATE/TIME RESPONSE DUE |
|---|---|---|
| **SP0905-04-R-A377** | [ ] a. INVITATION FOR BID (IFB)<br>[X] b. REQUEST FOR PROPOSAL(RFP)<br>[ ] c. REQUEST FOR QUOTATION (RFQ) | **2004 NOV 04 1:00 PM** |

**INSTRUCTIONS**

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

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

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

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

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

| 4. ISSUING OFFICE (Complete mailing address, including Zip Code) | 5. ITEMS TO BE PURCHASED (Brief description) |
|---|---|
| **Defense Supply Center Columbus**<br>**P.O. Box 3990**<br>**Columbus, OH 43218-3990** | **5905-01-251-8832**<br>**RESISTOR, THERMAL.** |

6. PROCUREMENT INFORMATION (X and complete as applicable)

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

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

| a. NAME (Last, First, Middle Initial) | | b. ADDRESS (Include Zip Code) |
|---|---|---|
| **Kenton Smith, PCCPBAR** | | **Defense Supply Center Columbus**<br>**P.O. Box 3990**<br>**Columbus, OH 43218-3990** |
| c. TELEPHONE NUMBER *(Include Area Code and Extension)*<br>**(614) 692-1677** | d. E-MAIL ADDRESS<br>**Kenton.Smith@dla.mil** | |

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

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

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

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

c. ACTION OFFICER

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

DD FORM 1707 (BACK) FEB 2002

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

| SOLICITATION NUMBER | |
|---|---|
| **SP0905-04-R-A377** | |
| DATE (YYMMDD) | LOCAL TIME |
| **2004 NOV 04** | **1:00 PM** |

TO **Defense Supply Center Columbus**
**ATTN: DSCC-PBA (Bldg. 20, Room A2N233)**
**P.O. Box 3990**
**Columbus, OH 43218-3990**

| SOLICITATION, OFFER AND AWARD | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) -> | RATING DOA1 | PAGE 1 OF PAGES 16 |
|---|---|---|---|

| 2. CONTRACT NO. | 3. SOLICITATION NO. | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. |
|---|---|---|---|---|
| | SP0905-04-R-A377 | ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP) | 2004 OCT 04 | YPE04260000411 |

7. ISSUED BY CODE SP0900
Defense Supply Center Columbus
P.O. Box 3990
Columbus, OH 43218-3990

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

8. ADDRESS OFFER TO (If other than Item 7)
Defense Supply Center Columbus
ATTN: DSCC-PBA (Bldg. 20, Room A2N233)
P.O. Box 3990
Columbus, OH 43218-3990
For courier service and facsimile numbers--See Block 9

## SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM (Hour) local time 2004 NOV 04 (Date)

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

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

10. FOR INFORMATION CALL: ->
A. NAME Kenton Smith, PCCPBAR
B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1677 / FAX: (614)692-6916
C. E-MAIL ADDRESS Kenton.Smith@dla.mil

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

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

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

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

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

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

15B. TELEPHONE NO. (Include area code)

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

17. SIGNATURE

18. OFFER DATE

15D. FAX NO.

15E. E-MAIL ADDRESS

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

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

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

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

25. PAYMENT WILL BE MADE BY CODE ____

26. NAME OF CONTRACTING OFFICER (Type or print)

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

28. AWARD DATE

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

## SECTION B

PR: YPE04260000411
NSN: 5905-01-251-8832

ITEM DESCRIPTION:
RESISTOR, THERMAL.

NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.

CRITICAL APPLICATION ITEM

| | | | |
|---|---|---|---|
| HONEYWELL ASCA INC | (07217) | P/N | 627238-3-1 |
| HONEYWELL INTL INC | (70210) | P/N | 627238-3-1 |

(DLAD 52.217-9002 is applicable)
TO BE COMPLETED BY ALL OFFERORS:

Offer based on:

Manufacturer's Name_____

Part Number_____

**Price Break Range:**

Qty. 50 to 125 EA $_____

Qty. 126 to 200 EA $_____

Qty. 201 to 275 EA $_____

| ITEM | PR | PRLI | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 0001 | YPE04260000411 | 0001 | 81 | EA | $_____ | $_____ |

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

CONTINUED ON NEXT PAGE

## SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNESS = X:
UNIT CONT = D3: OPI = O:
INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

**CONTINUED ON NEXT PAGE**

## SECTION B

NON-MILSTRIP
PROJ

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

| ITEM | PR | PRLI | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 0002 | YPE04260000411 | 0002 | 31 | EA | $_____ | $_____ |

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

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95304-5000

NON-MILSTRIP
PROJ

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

SECTION B

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|

MIPR/PR NO. YPE04260000411

NSN 5905-01-251-8832 ITEM DESCRIPTION RESISTOR, THERMAL

THIS SOLICITATION INCLUDES AN OPTION QUANTITY IN ACCORDANCE WITH CLAUSE I17D01. IT CONTAINS MULTIPLE OPTION CONTRACT LINE ITEMS AND EXERCISE PERIODS. OFFERORS SHALL INSERT BELOW THE PRICE(S) WHICH MAY BE EXERCISED WITHIN THE SPECIFIED TIME PERIOD AFTER THE AWARD, BUT BEFORE THE EXPIRATION OF THE FULL OPTION PERIOD. A MANDATORY ENTRY IS REQUIRED FOR THE BASIC OPTION QUANTITY AND FOR THE PRICE BREAK OPTION CLIN WHICH WILL BE USED IN EVALUATION OF AWARD. THE AVERAGE PRICE OF THE PRICE BREAK OPTION CLIN WILL BE USED FOR EVALUATION PURPOSES. NOTE; FAILURE TO SUBMIT AN OFFER ON THE BASIC OPTION QUANTITY CLIN AND PRICE BREAK OPTION CLIN MAY RESULT IN REJECTION OF THE BID/OFFER.

**********

For the BASIC OPTION QUANTITY CLIN, please enter the unit price for the option quantity that could be exercised within the full option period:

| Option CLIN(s) | Basic Option Quantity | Unit Price | Option Exercised |
|---|---|---|---|
| 5001 | 112 | $ _____ | Within Full Option Period |

**********

For the PRICE BREAK OPTION CLIN, please enter the unit price and delivery which would be applicable if the option were exercised within the specified period.

| | Price Break Option Quantity | | | |
|---|---|---|---|---|
| 5002 | 50 - 125 | $ _____ | _____ | Days After Award Date |
| | 126 - 200 | $ _____ | _____ | Days After Award Date |
| | 201 - 275 | $ _____ | _____ | Days After Award Date |

**A04D01 52.204-9C06 DSCC Part 52 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES STATEMENT (JUL 2004)**

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Part 52 - Solicitation Provisions and Contract Clauses, current version found at http://dibbs.dscc.dla.mil/refs/provclauses . Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at http://www.dla.mil/j-3/j-336/icps.htm The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between text found in DSCC Part 52 and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

**A04D02 52.204-9C07 PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT) - CENTRAL CONTRACTOR REGISTRATION (CCR) DSCC:**

Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/ order.

**A15D01 52.215-9C03 FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (JAN 2001) DSCC**

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

**SECTION B**

**B04D01 52.204-9C03 DSCC WEB SITE (JUL 2004) DSCC**

The DSCC Part 52 - Solicitation Provisions and Contract Clauses is available on the Internet via the DSCC Web Site at http://dibbs.dscc.dla.mil/refs/provclauses/ . Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at http://www.dla.mil/j-3/j-336/icps.htm

**SECTION D**

**D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD**

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged materiel to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.

(c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at URL: http://www.dscc.dla.mil/offices/packaging/specstdslist.html#STDs.

(d) This clause does not apply to -
(1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;
(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or
(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 poinds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction
S9E - Defense Supply Center Columbus - Electronics
S9F - Defense Energy Support Center
S9G - Defense Supply Center Richmond
S9I - Defense Supply Center Philadelphia - General and Industrial
S9T - Defense Supply Center Philadelphia - Clothing and Textiles
S9M - Defense Supply Center Philadelphia - Medical Materiel
S9P - Defense Supply Center Philadelphia - Perishable Subsistence
S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an 'A' and eight zeros, (i.e. 'A00000000')

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of ISO/IEC-16388 is available from:
The American National Standards Institute
25 West 43rd Street
New York, NY 10036 or through www.ansi.org or www.iso.ch.

**D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS (OCT 2002) DSCC**

**D11D04 52.211-9C17 PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUL 2000) DSCC**

**D11D07 52.211-9C20 SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) DSCC**

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not

**CONTINUED ON NEXT PAGE**

be offered for transportation by military air until properly packaged, marked, and labeled in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFMAN 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous

Goods shall be prepared and affixed to each package in accordance with MIL-STD-129P and the military publication cited above.

**D46D03 52.246-9C41 PACKAGING AND MARKING REQUIREMENTS (FEB 2004) DSCC**

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

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

and Marked in accordance with MIL-STD-129P.

**SECTION E**

**E04D01 52.204-9C01 RECORDS RETENTION REQUIREMENTS (JUN 1980) DSCC**

**E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR**

**E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR**

**E46A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**

**E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS**

**E46C03 52.246-9004 PRODUCT VERIFICATION TESTING (JUN 1998) DLAD**

**E46D00 52.246-9C00 ADDENDUM TO DFARS 52.246-7000, MATERIAL INSPECTION AND RECEIVING REPORT (JUN 2004) DSCC**

When submitting a Material Inspection and Receiving Report, DD

Form 250, electronically through Wide Area Workflow (WAWF-RA),

contractors must print and provide a copy of the DD Form 250 with the material shipment.

**E46D01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001) DSCC**

(c) Inspection Points:

SUPPLIES
( ) (Vendor Fill-in) Same as Offeror
Applicable to CLIN(s): _____ (Vendor Fill-in)

( ) (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)

Applicable to CLIN(s): _____ (Vendor Fill-in)

PACKAGING
( ) (Vendor Fill-in) Same as Offeror
Applicable to CLIN(s): _____ (Vendor Fill-in)

( ) (Vendor Fill-in) Same as above

( ) (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)

Applicable to CLIN(s): _____ (Vendor Fill-in)

**E46D02 52.246-9C02 ACCEPTANCE AT ORIGIN (NOV 1995) DSCC**

**E46D10 52.246-9C10 WARRANTY - ACCEPTANCE OF SUPPLIES (FEB 2004) DSCC**

**E46D11 52.246-9C11 WARRANTY (APR 1985) DSCC**

**E46D13 52.246-9C13 SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999) DSCC**

**E46D29 52.246-9C32 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (FEB 2004) DSCC**

**E46D30 52.246-9C34 MARKING REQUIREMENTS (FEB 2004) DSCC**

**SECTION F**

**F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

(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.

**F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**F11D25 52.211-9C37a REQUIRED TIME OF DELIVERY (JUN 1997) DSCC**

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

**REQUIRED DELIVERY SCHEDULE**

| Item No. | Quantity | Within Days After Date of Contract |
|---|---|---|
| 0001 | 81 | 180 |
| 0002 | 31 | 180 |

(Any balance shall be delivered at the rate of 20 every 30 days thereafter.)

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

| Item No. | Quantity | Within Days After Date of Contract |
|---|---|---|
| (Vendor Fill-in) | (Vendor Fill-in) | (Vendor Fill-in) |
| (Vendor Fill-in) | (Vendor Fill-in) | (Vendor Fill-in) |
| (Vendor Fill-in) | (Vendor Fill-in) | (Vendor Fill-in) |

(Vendor Fill-in)
(Any balance shall be delivered at the rate of (Vendor Fill-in) every (Vendor Fill-in) days thereafter.)

**F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

**F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

**F47A01 52.247-29 F.O.B ORIGIN (JUN 1988) FAR**

**F47A10 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR**

**F47D01 52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002) DSCC**

**F47D03 52.247-9C04 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (MAY 2004) DSCC**

(a) DCMA Administered Orders: Contact the Transportation

CONTINUED ON NEXT PAGE

Officer at the administering DCMA location.

(b) DSCC Administered orders: Contact the Defense Distribution Center (DDC), New Cumberland, PA. Shipping instructions should be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. The DSCC Master Solicitation is located at: http://DIBBS.dscc.dla.mil/refs/provclauses/.

Requests should be made by facsimile to 717-770-2701 or via email to delivery(at)dla.mil. A return fax number must be included with your faxed request. The DDC's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays.

Questions may be directed to the DDC at 1-800-456-5507.

**SECTION H**

**H23B01 252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

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

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

_____ (Vendor Fill-in)
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)

**SECTION I**

**I02A01 52.202-1 DEFINITIONS (JUN 2004) FAR**

**I03A01 52.203-3 GRATUITIES (APRIL 1984) FAR**

**I03A02 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR**

**I03A03 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) FAR**

**I03A05 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) FAR**

**I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR**

**I03A07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR**

**I03A08 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) FAR**

**I03B01 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999) DFARS**

**I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR**

**I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003) FAR**

**I04B02 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) DFARS**

**I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**

**I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS**

**I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR**

**I09B01 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) DFARS**

**I09B02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS**

**I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR**

**I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR**

**I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) DFARS**

SPI Process: _____ (Vendor Fill-in)

Facility: _____ (Vendor Fill-in)

Military or Federal Specification or Standard:
_____ (Vendor Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element:
_____ (Vendor Fill-in)

**I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD**

(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 (Vendor Fill-in). 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 (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited.
( ) Yes ( ) No ( ) Unknown (Vendor Fill-in)
If no, the revision offered does not affect form, fit, function, or interface. ( ) Yes ( ) No
( ) Unknown. The material was manufactured by:
Name_____ (Vendor Fill-in)
Address_____ (Vendor Fill-in)
_____ (Vendor Fill-in)

(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 _____ (Vendor Fill-in)
Contract Number_____ (Vendor Fill-in)
Contract Date (Month/Year)_____ (Vendor Fill-in)
Other Source_____ (Vendor Fill-in)
Address _____ (Vendor Fill-in)
Date Acquired (Month/Year) _____ (Vendor Fill-in)

(3) The material has been altered or modified.
( ) Yes ( ) No (Vendor Fill-in)
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. (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ( ) Yes ( ) No (Vendor Fill-in); 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 (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. ( ) Yes ( )

**CONTINUED ON NEXT PAGE**

No (Vendor Fill-in)

(5) The material has data plates attached. ( ) Yes ( ) No (Vendor Fill-in). 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 (Vendor Fill-in). (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 _____ (Vendor Fill-in)

NSN _____ (Vendor Fill-in)

Cage Code _____ (Vendor Fill-in)

Part Number _____ (Vendor Fill-in)

Other Markings/Data _____ (Vendor Fill-in)

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. ( ) Yes ( ) No (Vendor Fill-in). 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:

AgencyContract Number _____ (Vendor Fill-in)

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

Specification/Drawing Number _____ (Vendor Fill-in)

Revision (if any) _____ (Vendor Fill-in)

Date_____ (Vendor Fill-in)

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

(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):

( ) (Vendor Fill-in) 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.

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

material.

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

( ) (Vendor Fill-in) 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.

( ) (Vendor Fill-in) 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.

( ) (Vendor Fill-in) 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.

_____ (Vendor Fill-in)

_____ Vendor Fill-in)

(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.

**I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD**

**I15A01 52.215-2 AUDIT AND RECORDS NEGOTIATION (JUN 1999) FAR**

**I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR**

**I15A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR**

**I15A13 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) FAR**

**I15D01 52.215-9C04 PRODUCTION FACILITY CHANGES (APR 1985) DSCC**

**I17D01 52.217-9C03 OPTIONS FOR INCREASED QUANTITY (OCT 2001) DSCC**

**I19A10 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000) FAR**

**I22A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR**

**I22A03 52.222-3 CONVICT LABOR (JUN 2003) FAR**

**I22A04 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000) FAR**

**I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004) FAR**

**I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR**

**I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FAR 1999) FAR**

**I22A18 52.222-26 EQUAL OPPORTUNITY (APR 2002) FAR**

**I22A21 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR**

**I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR**

**I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR**

**I22A26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR**

**I23A01 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR**

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet

**CONTINUED ON NEXT PAGE**

submitted under this contract.

(If none, insert 'None')
Material _____
(Vendor Fill-in)

Identification No._____
(Vendor Fill-in)

I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

I23A06 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) FAR

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to

DEFENSE SUPPLY CENTER COLUMBUS
PO BOX 16704
Columbus, OH 43216-5010

I23A09 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR

Warning Contains (or manufactured with, if applicable)
*_____
(Vendor Fill-in),
a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

I23A11 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (JUN 2003) FAR

I23B04 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) DFARS

I23C01 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) FAR

I25B16 252.225-7025 RESTRICITON ON ACQUISITION OF FORGINGS (APR 2003) DFARS

I29A02 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A07 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A19 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR
I32A20 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
ALT I (APR 1984) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

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

( ) (Vendor Fill-in).

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

I42A07 52.242-12 REPORT OF SHIPMENT (REPSHIP) (JUN 2003) FAR

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

I42B01 252.242-7003 APPLICATION FOR U.S. GOVERNEMNT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991) DFARS

I42B02 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000) DFARS

I42B04 252.242-7000 POSTAWARD CONFERENCE (DEC 1991) DFARS

I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987) FAR

I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

I43B02 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) DFARS

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2004) FAR

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000) DFARS

I46A17 52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

I46B01 252.246-7001 WARRANTY OF DATA (DEC 1991) DFARS

I47A01 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984) FAR

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the

_____
(Vendor Fill-in)
[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the

_____
(Vendor Fill-in)
[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____
(Vendor Fill-in).

This may be confirmed by contacting

_____
(Vendor Fill-in)
[Name and address of the contract administration office listed in the contract].

I47A02 52.247-63 PREFERENCE FOR U.S. -FLAG AIR CARRIERS (JUN 2003) FAR

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]:

_____
_____
(Vendor Fill-in)

I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

CONTINUED ON NEXT PAGE

**I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR**

**I48D01 52.248-9C01 CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (OCT 2000) DSCC**

**I49A03 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) FAR**

**I49A15 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**

**I49C01 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD**

**I49D01 52.249-9C01 ADDENDUM TO DLAD 52.249-9000, ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (JAN 2004) DSCC**

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 $2949.00 as payment in full for the administrative costs of such repurchase.

**I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

Also, the full text of a clause may be accessed electronically at this/these address(es):
http://www.dla.mil/j-3/j-336/icps.htm

**I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIAITON)' after the date of the clause.

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

**I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**SECTION J**

**J15D01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.**

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

| ATCH, | FM NO. | NAME | DATE |
|---|---|---|---|
| (X) | DD FM 1707 | Information to Offerors or Quoters (Cover Sheet) | MAR 90 |
| (X) | SF 33 | Solicitation, Offer and Award | Rev 4-85 |
| (X) | --- | Section B | --- |
| (X) | --- | Sections C through M | --- |
| ( ) | --- | Interim Amend. No. | |
| ( ) | --- | Quality Assurance Provision (QAP) No. | |
| ( ) | SF 1448 | Proposal Cover Sheet (Cost or Pricing Data Not Required) | 10-95 |
| ( ) | DSCC FM 1650 | Freight Shipping Information - Mode of Shipment | AUG 73 |
| ( ) | Form CASB-CMF | Facilities Capital Cost of Money Factors | --- |
| ( ) | DD Form 1861 | Contract Facilities Capital Cost of Money | APR 95 |
| ( ) | | | |
| ( ) | | | |
| ( ) | | | |
| ( ) | DD FM 1423 | Contract Data Requirement List | JUN 90 |
| --- | | EXHIBIT No. | |
| --- | | w/ATCH No. | |
| --- | | EXHIBIT No. | |
| --- | | w/ATCH No. | |
| --- | | EXHIBIT No. | |
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| --- | | EXHIBIT No. | |
| --- | | w/ATCH No. | |
| --- | | EXHIBIT No. | |
| --- | | w/ATCH No. | |
| ( ) | DD FM 254 | Contract Security Classification Specification | DEC 99 |

**J15D06 52.215-9C06 NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) (OCT 1999) DSCC**

-- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

**CONTINUED ON NEXT PAGE**

SECTION K

**K03A01 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR**

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (Vendor Fill-in)
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

**K03A02 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) FAR**

**K04A01 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) FAR**

(d) Taxpayer Identification Number (TIN).

( ) TIN: _____ (Vendor Fill-in).
( ) (Vendor Fill-in) TIN has been applied for.
( ) (Vendor Fill-in) 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;
( ) Offeror is an agency or instrumentality of a foreign government;
( ) Offeror is an agency or instrumentality of a Federal Government;
( ) Other. State basis.
_____ (Vendor Fill-in)

(e) Type of organization.
( ) (Vendor Fill-in) Sole proprietorship;
( ) (Vendor Fill-in) Partnership;
( ) (Vendor Fill-in) Corporate entity (not tax-exempt):
( ) (Vendor Fill-in) Corporate entity (tax-exempt):
( ) (Vendor Fill-in) Government entity (Federal, State, or local);
( ) (Vendor Fill-in) Foreign government;
( ) (Vendor Fill-in) International organization per 26 CFR 1.6049-4;
( ) Other
_____ (Vendor Fill-in).
( ) 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 _____ (Vendor Fill-in)
TIN _____ (Vendor Fill-in)

**K04A02 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999) FAR**

b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it ( ) (Vendor Fill-in) is a women-owned business concern.

**K07A01 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR**

(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.
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)

OFFEROR RECOMMENDATIONS
ITEM _____ (Vendor Fill-in)
QUANTITY _____ (Vendor Fill-in)
PRICE QUOTATION _____ (Vendor Fill-in)
TOTAL _____ (Vendor Fill-in)

**K09A01 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) FAR**

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

(i) The Offeror and/or any of its Principals --
(A) Are ( ) (Vendor Fill-in) are not ( ) (Vendor Fill-in) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) (Vendor Fill-in) have not ( ) (Vendor Fill-in), 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 ( ) (Vendor Fill-in) are not ( ) (Vendor Fill-in) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) (Vendor Fill-in) has not ( ) (Vendor Fill-in), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

**K09B01 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS**

**K09B02 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994) DFARS**

**K15A01 52.215-6 PLACE OF PERFORMANCE (OCT 1997) FAR**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) (Vendor Fill-in)intends, ( ) (Vendor Fill-in) 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 _____ (Vendor Fill-in)
City _____ (Vendor Fill-in)
State _____ (Vendor Fill-in)
County _____ (Vendor Fill-in)
Zip Code _____ (Vendor Fill-in)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
_____ (Vendor Fill-in)
_____ (Vendor Fill-in)
_____

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(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

**K19A01 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) FAR**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334415.

(2) The small business size standard is 500

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

(b) Representations.
(1) The offeror represents as part of its offer that it ( ) is, ( ) is not (Vendor Fill-in) a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents, for general statistical purposes, that it ( )is, ( ) is not (Vendor Fill-in) a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it ( ) is, ( ) is not (Vendor Fill-in) a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not (Vendor Fill-in) a service-disabled veteran-owned small business concern.

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

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

(ii) It ( ) is, ( ) is not (Vendor Fill-in) a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .]

(Vendor Fill-in)

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

**K19A02 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALT I (APR 2002) FAR**

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

( ) (Vendor Fill-in) Black American.
( ) (Vendor Fill-in) Hispanic American.
( ) (Vendor Fill-in) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
( ) (Vendor Fill-in) Asian-Pacific American.
( ) (Vendor Fill-in) Subcontinent Asian (Asian-Indian),American.
( ) (Vendor Fill-in) Individual/concern, other than one of the preceding.

**K22A01 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001) FAR**

| Listed End Product | Listed Countries of Origin |
|---|---|
| Bamboo | Burma |
| Beans (including Yellow, soya, green beans | Burma |
| Bricks (hand-made) | Burma |
| Chilies | Burma |
| Corn | Burma |
| Pineapples | Burma |
| Rice | Burma |
| Rubber | Burma |
| Shrimp (aquaculture) | Burma |
| Sugarcane | Burma |
| Teak | Burma |

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

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

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

**K22A02 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) FAR**

The offeror represents that --

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

(b) It ( ) has, ( ) (Vendor Fill-in) has not filed all required compliance reports

**K22A03 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR**

The offeror represents that --

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

(b) It ( ) (Vendor Fill-in) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K22A04 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001) FAR**

**K22D01 ADDENDUM TO FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (DEC 2003) DSCC**

Offeror represents that he ( ) has, ( )(Vendor Fill-in) has not, 50 or more employees.

**K23A01 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997) FAR**

**K23A02 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003) FAR**

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

( ) (Vendor Fill-in) (i) The facility does not

CONTINUED ON NEXT PAGE

manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (Vendor Fill-in) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

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

( ) (Vendor Fill-in) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (Vendor Fill-in) (v) The facility is not located within any State of the United States or its outlying areas.

**K25B04 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003) DFARS**

**K27A01 52.227-6 ROYALTY INFORMATION (APR 1984) FAR**

**K47B01 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) DFARS**

(b) Representation. The Offeror represents that it-

( ) (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

( ) (Vendor Fill-in) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**SECTION L**

**L04A01 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999) FAR**

**L04B01 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999) DFARS**

**L06B01 252.206-7000 DOMESTIC SOURCE RESTRICTION (DEC 1991) DFARS**

**L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) FAR**

As cited on the front page of this solicitation.

**L15A01 52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004) FAR**

**L15A03 52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004) ALT II (OCT 1997) FAR**

**L15A05 52.215-5 FACSIMILE PROPOSALS (OCT 1997) FAR**

**L16A01 52.216-1 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a
[X] FIRM FIXED PRICE
[ ] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
[ ] FIXED PRICE/PRICE REDETERMINATION
contract resulting from this solicitation.

**L17C01 52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (JUL 2002) DLAD**

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

Exact Product - Applies to CLIN(s):

_____ (Vendor Fill-in)

Alternate/Previously Reverse-Engineered Product - Applies to CLIN(s): _____ (Vendor Fill-in)

Superceding Part Number - Applies to CLIN(s):

_____ (Vendor Fill-in)

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

_____ (Vendor Fill-in)

(b) 'Exact product.'
(1) 'Exact product' means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an 'exact product' is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering 'exact product;' even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)
(i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;
(ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;
(iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.
(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.
(2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

(c) 'Alternate product.'
(1) The Offeror must indicate that an 'alternate product' is being offered if the Offeror is any one of the following:
(i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;
(ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;
(iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or
(iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.
(2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the

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Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

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

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

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

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

(d) Adequate catalog data: This is a commercial off the shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

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

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

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

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

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

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

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

(d) 'Superceding part number.'

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

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

(e) 'Previously-approved product.'

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

CLIN NR(s) _____
(Vendor Fill-in)

have been previously furnished or evaluated and approved under contract/solicitation number _____.
(Vendor Fill-in)

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

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

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a 'superceding part number' or a 'previously-approved part number' to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not

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meeting the dollar threshold. The savings potential is based on the cost of evaluation ($200.00 if only a local technical evaluation is involved, plus an additional $1,200.00 for each required Engineering Support Activity evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

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

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

**L17C02 52.217-9003 MANUFACTURING OR PRODUCTION INFORMATION (FEB 1996) DLAD**

**L33A01 52.233-2 SERVICE OF PROTEST (AUG 1996) FAR**

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

CONTRACTING OFFICER: VICKY TRUEBLOOD
DSCC-CPB
P.O. Box 3990
Columbus, OH 43218-3990

TELEPHONE: (614) 692-7774

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

**L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD**

**L45D01 52.245-9C03 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (APR 1985) DSCC**

**L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR**

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):
http://www.dla.mil/j-3/j-336/icps.htm

**L52A02 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR**

(a) The use in this solicitation of any Federal Acquisitin 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 DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

**SECTION M**

**M11C01 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD**

**M14C01 52.214 9002 TRADE DISCOUNTS (JUN 1983) DLAD**

**M15C01 52.215-9001 EVALUATION FACTOR FOR PREAWARD SURVEY (MAR 1994) DLAD**

(a) Although a majority of awards are made without the necessity of conducting a preaward survey (PAS) of the proposed awardee, such a survey may be required to be conducted of those offerors listed in (1) through (5) below as

follows. Firms or individuals that have:
(1) Been listed on the GSA List of Parties Excluded from Federal Procurement Programs within the past 3 YEARS
from the date of solicitation opening or closing; or
(2) Undergone reorganization under bankruptcy laws within the past 3 YEARS from the date of solicitation opening or closing,
or are currently undergoing such reorganization; or
(3) Been included on the Defense Logistics Agency (DLA) Contractor Alert List (CAL), or are otherwise known to the contracting officer to have a poor or marginal performance history; or
(4) Within the past 12 MONTHS received a negative PAS for an
item within the same Federal Supply Class (FSC) as the item of

supply, or for the same or similar service required under this

solicitation; or
(5) Failed to liquidate indebtedness to DLA, to the following extent:
WITHIN THE PAST YEAR

(b) As a consequence of the Government's cost incurrence associated with conducting a PAS, for purposes of determining the present responsibility of any offeror described in (a)(1) through (5) above and to ascertain the most advantageous offer

received, price and other factors considered, the amount of $369, which is the average amount of the direct costs of performing the PAS, shall be added as an evaluation factor to such offeror's total offered price.
(c) Nothing in this provision affects the right of the Government to perform or not to perform a preaward survey on any offeror.

* Insert applicable time period in accordance with 15.304(c)(95)(A), (B) and (D).

** Insert the extent of indebtedness that applies in accordance with 15.304(c)(95)(E).

**M15D03 52.215-9C10 AUTOMATED BEST VALUE SYSTEM (ABVS) (NOV 2003) DSCC**

**M15D05 52.215-9C29 SCOPE OF THIS SOLICITATION (JUN 2000) DSCC**

**M17A03 52.217-5 EVALUATION OF OPTIONS (JUL 1990) FAR**