

**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 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<br><br><b>SP0920-04-R-X921</b> | 2. (X one)   | 3. DATE/TIME RESPONSE DUE<br><br><b>2004 OCT 25 1:00 PM</b> |
|   | <input type="checkbox"/> a. INVITATION FOR BID (IFB)             |   |
|   | <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL(RFP) |   |
|   | <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)          |   |

**INSTRUCTIONS**

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

- 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
- 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.
- 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.
- 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)<br><br><b>Defense Supply Center Columbus<br/>P.O. Box 3990<br/>Columbus, OH 43218-3990</b> | 5. ITEMS TO BE PURCHASED (Brief description)<br><br><b>5965-00-755-4643<br/>MICROPHONE, DYNAMIC</b> |
|---|---|

|   |  |
|---|--|
| 6. PROCUREMENT INFORMATION (X and complete as applicable)   |  |
| <input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED  |  |
| <input checked="" type="checkbox"/> b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: <u>334310</u> |  |
| <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<br><b>A 12-MONTH (365-DAY) INDEFINITE QUANTITY TYPE CONTRACT WITH TWO (2) 12-MONTH (365-DAY) OPTION PERIODS IS ANTICIPATED.</b> |
|---|

|  |  |
|--|--|
| 8. POINT OF CONTACT FOR INFORMATION  |  |
| a. NAME (Last, First, Middle Initial)<br><b>William McKnight, PCCSBKJ</b>      | b. ADDRESS (Include Zip Code)<br><b>Defense Supply Center Columbus<br/>P.O. Box 3990<br/>Columbus, OH 43218-3990</b> |
| c. TELEPHONE NUMBER (Include Area Code and Extension)<br><b>(614) 692-1648</b> | d. E-MAIL ADDRESS<br><b>William.McKnight@dla.mil</b>   |

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

|   |                               |
|---|-------------------------------|
| 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 (yyyymmdd) |

FOLD

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FOLD

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FROM

AFFIX  
STAMP  
HERE

|  |                       |
|--|-----------------------|
| SOLICITATION NUMBER<br><b>SP0920-04-R-X921</b> |                       |
| DATE (YYMMDD)<br>2004 OCT 25                   | LOCAL TIME<br>1:00 PM |

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

|   |  |  |   |                                      |  |
|---|--|--|---|--------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <b>-&gt;</b>   |   | RATING<br><b>DOA1</b>                | PAGE OF PAGES<br><b>1 25</b>                         |
| 2. CONTRACT NO.   | 3. SOLICITATION NO.<br><b>SP0920-04-R-X921</b> | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |   | 5. DATE ISSUED<br><b>2004 SEP 24</b> | 6. REQUISITION/PURCHASE NO.<br><b>IQC04219009004</b> |
| 7. ISSUED BY<br><b>Defense Supply Center Columbus<br/>P.O. Box 3990<br/>Columbus, OH 43218-3990</b> |  | CODE<br><b>SP0900</b>  | 8. ADDRESS OFFER TO (If other than Item 7)<br><b>Defense Supply Center Columbus<br/>ATTN: DSCC-PBA (Bldg. 20, Room A2N233)<br/>P.O. Box 3990<br/>Columbus, OH 43218-3990<br/>For courier service and facsimile numbers--See Block 9</b> |                                      |  |

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

**SOLICITATION**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 OCT 25  
 FAX Number(s): (614) 692-4275 (Hour) (Date)

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: <b>-&gt;</b>               | A. NAME<br><b>William McKnight, PCCSBKJ</b>                                     |
|  | B. PHONE / FAX (NO COLLECT CALLS)<br><b>(614) 692-1648 / FAX: (614)692-6921</b> |
| C. E-MAIL ADDRESS<br><b>William.McKnight@dla.mil</b> |   |

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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: <b>-&gt;</b> | 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:<br><input type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) |            | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>-&gt;</b> | 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<br><br>(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.

## THE FOLLOWING NOTES APPLY:

NOTE 1: For the purpose of this solicitation and any resultant contract, '1st YEAR' is considered to be the first 365-day period after the effective date of the contract. The '2nd YEAR' (Option Year) is considered to be the 365-day period immediately succeeding the '1st YEAR,' the '3rd YEAR' (Option Year) is considered to be the 365-day period immediately succeeding the '2nd YEAR.'

NOTE 2: Prices offered will be evaluated using the weighted average price evaluation method set forth at Section M15D04.

NOTE 3: Supplies to be furnished under any resultant contract shall be ordered by the issuance of delivery orders by the Defence Supply Center Columbus.

NOTE 4: Prior to the RFP closing date, the contractor shall inform the buyer if any discrepancy exists between the physical/functional description and the specification/drawings.

NOTE 5: A 365-day, Firm Fixed-Price Indefinite Quantity Contract is anticipated. See Sections I16A24, I16D52, I16D06, I16D03, I16D02, I16A16, I16A17, and I16D20 of the solicitation.

NOTE 6: This solicitation contains an option provision. Offerors are directed to see Section I17D04, 'Extension of Contract Term' and M17A03, 'Evaluation of Options'.

NOTE 7: Multiple awards will be considered for this procurement with a possibility of two resultant contracts. See sections I16D07, I16D15, I16A02, and M17D01 of the solicitation.

NOTE 8: The Government is soliciting offers for new material. No used, reconditioned, or surplus material may be furnished unless authorized by the Contracting Officer. Any offeror intending to furnish used, reconditioned or surplus material must notify the Contracting Officer, in writing, at the time their offer is submitted.

NOTE 9: Please list Offeror's Email: \_\_\_\_\_

Please list Offeror's FAX No.: \_\_\_\_\_

**SECTION B**

|                            |   |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
|----------------------------|---|---|-------------|--|----------------------------|-------|------------------------|-------|----------------|-------|-----------|--------------|-----------|--------------|-----------|
| <b>ITEM NO.</b>            | PR: IQC04219009004<br>NSN: 5965-00-755-4643<br><b>SUPPLIES/SERVICES</b>   | <b>NOTICE:</b> A 365 calendar day, Firm Fixed Price (FFP), Indefinite Quantity Contract (IQC) with two (2) 365 day option period is anticipated. See sections I16A24, I16D52, I16D06, I16D03, I16D02, I16A16, I16A17, I16D20, I17D04 and M15D04 of the Request for Proposals (RFP). |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
| 0001                       | <b>ITEM DESCRIPTION:</b> MICROPHONE, DYNAMIC<br>(See following sheet for details)   | <b>NOTICE:</b> If the decision is made to exercise the option, the contracting officer will give written notice at least 14 days prior to the expiration date of the end of the subject contract and will extend it an additional 365 calendar days.                                |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
|                            | <b>QUALIFIED SOURCES:</b> <table style="width:100%; border:none;"> <tr> <td style="width:60%;"><b>CAGE</b></td> <td></td> </tr> <tr> <td>Astrocom Electronics, Inc.</td> <td>18068</td> </tr> <tr> <td>Acousticom Corporation</td> <td>59369</td> </tr> <tr> <td>Roanwell Corp.</td> <td>82872</td> </tr> </table> <p>The Government may extend the term of this contract for 2 periods of 365 calendar days. The total duration of this contract including the exercise of any options under this provision shall not exceed 1095 days.</p> <p>Estimated annual requirement is:</p> <table style="width:100%; border:none;"> <tr> <td style="width:30%;">1st year:</td> <td>12,000 units</td> </tr> <tr> <td>2nd year:</td> <td>12,000 units</td> </tr> <tr> <td>3rd year:</td> <td>12,000 units</td> </tr> </table> |   | <b>CAGE</b> |  | Astrocom Electronics, Inc. | 18068 | Acousticom Corporation | 59369 | Roanwell Corp. | 82872 | 1st year: | 12,000 units | 2nd year: | 12,000 units | 3rd year: |
| <b>CAGE</b>                |   |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
| Astrocom Electronics, Inc. | 18068   |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
| Acousticom Corporation     | 59369   |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
| Roanwell Corp.             | 82872   |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
| 1st year:                  | 12,000 units  |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
| 2nd year:                  | 12,000 units  |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |
| 3rd year:                  | 12,000 units  |   |             |  |                            |       |                        |       |                |       |           |              |           |              |           |

|   |                    |                      |                                 |                                   |                                   |
|---|--------------------|----------------------|---------------------------------|-----------------------------------|-----------------------------------|
| <b>NOTICE:</b><br>Offerors must quote pricing for each increment in each year. Failure to do so may result in rejection of the offer. | <b>QUANTITY</b>    | <b>UNIT OF ISSUE</b> | <b>BASE 1st YEAR UNIT PRICE</b> | <b>OPTION 2nd YEAR UNIT PRICE</b> | <b>OPTION 3rd YEAR UNIT PRICE</b> |
|   | A* 500 to 999      | EA                   |                                 |                                   |                                   |
|   | B* 1,000 to 2,499  | EA                   |                                 |                                   |                                   |
|   | C* 2,500 to 4,999  | EA                   |                                 |                                   |                                   |
|   | D* 5,000 to 7,499  | EA                   |                                 |                                   |                                   |
|   | E* 7,500 to 10,000 | EA                   |                                 |                                   |                                   |

\* See Provision M15D04 - **WEIGHTED AVERAGE PRICE EVALUATION METHOD**

**ALL OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION**

Offer based on:

**MANUFACTURER'S NAME:** \_\_\_\_\_  
(entry by contractor)

**MANUFACTURER'S PART NUMBER:** \_\_\_\_\_  
(entry by contractor)

**ACTUAL PART NUMBER MARKING ON BARE ITEM:** \_\_\_\_\_  
(entry by contractor)

CONTINUATION SHEET

Solicitation Number:

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SECTION B

SURGE AND SUSTAINMENT REQUIREMENTS

| CLIN | QUANTITY | DELIVERY | UNIT OF ISSUE | BASE 1st YEAR UNIT PRICE | OPTION 2nd YEAR UNIT PRICE | OPTION 3rd YEAR UNIT PRICE |
|------|----------|----------|---------------|--------------------------|----------------------------|----------------------------|
| 6000 | N/A      | 30-DAYS  | EA            |                          |                            |                            |
|      | 1        | 60-DAYS  | EA            |                          |                            |                            |
|      | 27       | 90-DAYS  | EA            |                          |                            |                            |
|      | 27       | 120-DAYS | EA            |                          |                            |                            |
|      | 27       | 150-DAYS | EA            |                          |                            |                            |
|      | 27       | 180-DAYS | EA            |                          |                            |                            |

| CLIN | TOTAL COST                       |
|------|----------------------------------|
| 6002 | SURGE AND SUSTAINMENT INVESTMENT |

NOTES:

1. Offerors must quote pricing for each increment cited for all items. Failure to do so may result in rejection of offer
2. Surge CLINS (6000 & 6002) must be priced or "No Charge" indicated.
3. If the decision is made to exercise the option(s) specified in Section I17D04, the Contracting Officer will give written notice to the Contractor at least 14-days prior to the expiration date of the Contract. The option period will begin at the end of the subject Contract and will extend an additional 365-days.
4. See Section L17D04 for Capability Plan instructions.

## SECTION B

PR: IQC04219009004  
NSN: 5965-00-755-4643

## ITEM DESCRIPTION:

MICROPHONE, DYNAMIC

DLAD 52.246-9004, PRODUCT VERIFICATION TESTING, 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.

THE USE OF ANY CLASS I OZONE-DEPLETING SUBSTANCE (ODS) IN THE DESIGN, MANUFACTURING, TESTING, CLEANING, OR ANY OTHER PROCESS FOR THIS ITEM UNDER ANY MILITARY OR FEDERAL SPECIFICATION, STANDARD OR DRAWING REFERENCED IN THIS ITEM DESCRIPTION IS 'PROHIBITED' UNLESS THE SEPARATE WRITTEN APPROVAL OF THE CONTRACTING OFFICER IS OBTAINED. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT PERFORMANCE REQUIREMENTS. THIS DOES NOT APPLY TO COMMERCIAL ITEMS, AS DEFINED IN 'FAR 11.001' OR TO PART-NUMBERED-ONLY ITEMS.

CONTRACT SPECIALIST SHALL CONFIRM ITEM IS MICROPHONE ELEMENT ONLY AND DOES NOT INCLUDE THE BOOM OR CABLE ASSY. PRIOR TO AWARDING CONTRACT. SJ 7/29/04

MIL-PRF-26542/2E PG 1 CHG. DIMENSION 1.000 MAX TO 1.060 MAX. 7/29/04 SJ

CRITICAL APPLICATION ITEM

I/A/W SPEC NR MIL-PRF-26542/2E  
REFNO DTD 02 JUL 16  
AMEND NR DTD  
TYPE NUMBER: M-87/AIC

I/A/W SPEC NR MIL-PRF-26542E  
BASIC DTD 97 MAY 30  
AMEND NR 3 DTD 02 JUL 16  
TYPE NUMBER: M-87/AIC

CONTINUED ON NEXT PAGE

SECTION B

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  
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:  
WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNSS = X:  
UNIT CONT = D3: OPI = 0:  
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 MTL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

NON-MILSTRIP  
PROJ

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| CONTINUATION SHEET   | Solicitation Number:<br>SP0920-04-R-X921   | PAGE<br>7 | OF PAGES<br>25 |
|--|--|-----------|----------------|
| <p><b>A04D01 52.204-9C06 DSCC Part 52 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES STATEMENT (JUL 2004)</b></p> <p>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 <a href="http://dibbs.dscclia.mil/refs/provclauses">http://dibbs.dscclia.mil/refs/provclauses</a>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <a href="http://www.dla.mil/j-3/j-336/icps.htm">http://www.dla.mil/j-3/j-336/icps.htm</a>. 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.</p>   | <p>(c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at URL: <a href="http://www.dscclia.mil/offices/packaging/specstdslist.html#STDs">http://www.dscclia.mil/offices/packaging/specstdslist.html#STDs</a>.</p> <p>(d) This clause does not apply to -<br/> (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;<br/> (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<br/> (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 pounds) as a receptacle for a gas.</p> |           |                |
| <p><b>A04D02 52.204-9C07 PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT) - CENTRAL CONTRACTOR REGISTRATION (CCR) DSCC:</b></p> <p>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.</p> <p><b>A15D01 52.215-9C03 FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (JAN 2001) DSCC</b></p> <p>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.</p>   | <p>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.</p> <p>In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.</p> <p>In bar code element 3 above:</p> <p>The RIC for each procuring activity is as follows:</p> <p>S9C - Defense Supply Center Columbus - Construction<br/> S9E - Defense Supply Center Columbus - Electronics<br/> S9F - Defense Energy Support Center<br/> S9G - Defense Supply Center Richmond<br/> S9I - Defense Supply Center Philadelphia - General and Industrial<br/> S9T - Defense Supply Center Philadelphia - Clothing and Textiles<br/> S9M - Defense Supply Center Philadelphia - Medical Materiel<br/> S9P - Defense Supply Center Philadelphia - Perishable Subsistence<br/> S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence</p>   |           |                |
| <p><b>SECTION B</b></p> <p><b>B04D01 52.204-9C03 DSCC WEB SITE (JUL 2004) DSCC</b></p> <p>The DSCC Part 52 - Solicitation Provisions and Contract Clauses is available on the Internet via the DSCC Web Site at <a href="http://dibbs.dscclia.mil/refs/provclauses/">http://dibbs.dscclia.mil/refs/provclauses/</a>. Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at <a href="http://www.dla.mil/j-3/j-336/icps.htm">http://www.dla.mil/j-3/j-336/icps.htm</a></p>   |  |           |                |
| <p><b>SECTION D</b></p> <p><b>D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD</b></p> <p>(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.</p> <p>(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.</p> | <p>The appropriate unit of issue (U/I) will appear as a two digit alpha character.</p> <p>The quantity will appear as a five-position number, including zero fillers on the left.</p> <p>The above will be followed by an 'A' and eight zeros, (i.e. 'A00000000')</p> <p>NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.</p> <p>A copy of ISO/IEC-16388 is available from: The American National Standards Institute<br/> 25 West 43rd Street<br/> New York, NY 10036 or through <a href="http://www.ansi.org">www.ansi.org</a> or <a href="http://www.iso.ch">www.iso.ch</a>.</p> <p><b>D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS (OCT 2002) DSCC</b></p> <p><b>D11D03 52.211-9C16 PREPARATION FOR DELIVERY (JUN 2002) DSCC</b></p> <p><b>1. DLA Stock Shipments:</b></p> <p>All orders for DLA Stock shipments shall be packaged to Military Preservation/and Minimal Packing (formerly Level C) in accordance with MIL-STD-2073-1D coded packaging requirements, marking in accordance with ISO/IEC 16388 (Code 39). The supplemental palletization instruction sheet,</p>  |           |                |
|  | <p>CONTINUED ON NEXT PAGE</p>  |           |                |

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Palletization No. DC1636P001 Rev. E, will be applicable to each order, when required.

**2. Direct Vendor Delivery (DVD) Shipments:**

a. CONUS (within the Continental United States) and O-CONUS (Outside the Continental United States) Priority 01 through 08 Shipments: (Note - For Priority 01 and 02 OCONUS shipments, please contact the transportation office at 614-692-7038 for shipping instructions.)

(1) Standard commercial packaging in accordance with ASTM-D-3951.

(2) Barcoding in accordance with ISO/IEC 16388 shall apply for all shipments regardless of destination (Also See Clause D11, DLAD 52.211-9008).

(3) Marking shall be I/A/W MIL-STD-129P and include, at a minimum, the following information:

**UNIT CONTAINER MARKING REQUIREMENT:****Identification Marking:**

National Stock Number  
Item Nomenclature (Optional)  
Quantity (as measured in U/I)  
Cage and Part Number  
Contract Number (including call number, if applicable)  
Method of Preservation/Date of Preservation

**SHIPPING CONTAINER MARKING REQUIREMENTS:**

**Shipping Label:** Transportation Control Number

**From:** Name and address of Consignor

**To:** Name and address of Consigned (DODAAC) and in-the-clear address.

Project Code (if applicable).  
Piece Number, and total pieces.  
WT.

Method of Preservation/Date of Preservation

(4) Bar Code Label is required on shipping documents (See Clause D11C01, DLAD 52.211-9008).

b. **Priority 09 through 15 and FMS** (Foreign Military Sales) Shipments: Shall be packaged to MIL-STD-2073-1D, marking I/A/W MIL-STD-129P. The supplemental palletization instruction sheet, Palletization No. DC1636P001, Rev. E will be applicable to each order, when required. (Packaging code requirements not provided in this solicitation will be provided upon award of contract or in individual delivery orders not issued electronically).

c. **Credit Card Orders:** Packaging shall be in accordance with ASTM-D-3951 commercial packaging, which will ensure acceptance by the carrier.

3. **Fast Pay Orders:** The outer shipping container for Fast Pay DLA direct vendor delivery orders must be marked 'FAST PAY.'

4. **Oxygen Cleaning:** Items that require oxygen cleaning shall be cleaned, packaged to Military Preservation/and Minimal Packing (formerly Level C) in accordance with MIL-STD-2073-1D and MIL-STD-1330.

5. **Hazardous Material:** Packaging for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging contained in the International Civil Aviation Organization (ICAO) Technical Instructions, Excluding paragraph 1.4 of chapters 1 and 3, or the International Maritime Dangerous Goods Code (IMDG), both of which comply with the United Nations (UN) Recommendations on the Transport of Dangerous Goods, and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets ICAO or IMDG requirements shall be incorporated on the DD form 250, Material Inspection and receiving Report, or other related acceptance document if the DD Form 250 is not used. All certificates and reports shall be available for inspection by authorized Government representatives for a period of three years. If Hazardous

Material will be offered for transportation by Military Air, see clause D11D07, DSCC 52.211-9C20, Special Handling Data/Acknowledgement.

6. **Prohibited Cushioning and Wrapping Materials:** Use of excelsior, newspaper, shredded paper (all types, including wax paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage.

7. Any questions concerning packaging may be addressed by calling DSCC-VSP at 614-692-3345 (commercial) or DSN 850-3345. FAX: 614-692-1901.

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 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 52.246-7000 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-FA), 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)

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(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
- E46D13 52.246-9C13 SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999) DSCC
- E46D25 52.246-9C28 COMMERCIAL WARRANTY (APR 1994) DSCC

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

- E46D29 52.246-9C32 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (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
- F11D16 52.211-9C29 TIME OF DELIVERY (OVERLAPPING ORDERS) (JUL 1995) DSCC

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     | 2000     | 90                                 |

(Any balance shall be delivered at the rate of 1000 every 30 days thereafter.)

In the event of overlapping orders, the contractor is not required to deliver any more than 1000 in any 30 day period.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

| Item No.         | Quantity | Within Days after Date of Contract |
|------------------|----------|------------------------------------|
| (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.)

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

- F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR
- F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR
- F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) 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
- F47D04 52.247-9C12 SHIPPING INSTRUCTIONS (JUL 1995) DSCC

Shipping instructions shall be provided with individual delivery orders. Destinations include various Department of Defense using activities (DSCC customers) and may include DSCC stock points.

SECTION H

- H15D02 52.215-9C20 ORDER TRANSMISSION (OCT 2002) DSCC

Offerors must check one of the following alternatives for paperless order transmission:  
( ) (Vendor Fill-in) Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

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

- H17D03 52.217-9C23 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (MAR 2004) DSCC

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements. CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum. As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement. (X) See provision L17D04, DSCC 52.217-9C26. The

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contractor's submission to this provision constitutes the capability assessment.  
 ( ) At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.  
 If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I17C03, DLAD 52.217-9006, for additional information on allowable surge investment costs.  
 If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within the standard contract production lead-time unless a shorter time period is agreed to by the contractor and the Government after receipt of investment funds/material from the Government.  
 If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation within the standard contract production lead-time unless a shorter time period is agreed to by the contractor and the Government.  
 After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINCPAC) exercises), or any other methodology that can validate the S&S capability.  
 The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.  
 The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies. Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.  
 The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.  
 If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.  
 The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section B, the contractor shall support S&S requirements to the maximum extent possible.  
 If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e.: non-surge requirements).

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
- I05B01 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS
- I09A01 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995) FAR

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

NAME: DEFENSE SUPPLY CENTER COLUMBUS  
 ADDRESS: P.O. BOX 3990  
 COLUMBUS, OH 43218-3990  
 ATTN: DSQC-VAT (Howard Jenkins or Robert Contrino)

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

OFFEROR'S NAME \_\_\_\_\_  
 \_\_\_\_\_ (Vendor Fill-in)  
 MANUFACTURER'S NAME \_\_\_\_\_  
 \_\_\_\_\_ (Vendor Fill-in)  
 SOURCE'S NAME \_\_\_\_\_  
 \_\_\_\_\_ (Vendor Fill-in)  
 ITEM NAME \_\_\_\_\_

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

(c) The Offeror shall list which hazardous material

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SERVICE IDENTIFICATION \_\_\_\_\_ (Vendor Fill-in)  
TEST NUMBER \_\_\_\_\_ (Vendor Fill-in)  
(to extent known)  
(Vendor Fill-in)

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:

(i) 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 ( )  
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:

Agency/Contract Number \_\_\_\_\_ (Vendor Fill-in)

(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 (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,

\_\_\_\_\_

\_\_\_\_\_

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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.

**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**

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

**I16A16 52.216-18 ORDERING (OCT 1995) FAR**

(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: 365-days after date of award.

**I16A17 52.216-19 ORDER LIMITATIONS (OCT 1995) FAR**

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than N/A DVD or 500 EA Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of N/A DVD or 10000 EA Stock

(2) Any order for a combination of items in excess of or

(3) A series of orders from the same ordering office within 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.

**I16A24 52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR**

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

**I16D02 52.216-9C02 PRICING OF DELIVERY ORDERS (JUN 2003) DSCC**

(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:

[X] (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.  
 [ ] (2) The quantity being shipped to each destination.

(b) If this solicitation/contract contains provision for placement of orders through POPS (Paperless Ordering Placement System), unit prices for those orders will be based on:

[ ] (1) The total quantity of all requirements for each NSN issued via POPS in a single day, regardless of the number of individual orders.  
 [X] (2) The quantity of each individual order.

(c) If this solicitation provides for partial set-aside and the set-aside portion is awarded to the same contractor receiving the award on the non-set-aside portion, the pricing of delivery orders will be accordance with paragraph (a) above.

(d) The minimum quantity to be ordered, per destination, will be the minimum ordering range quantity if specified in section B hereof, for each item.

**I16D03 52.216-9C03 CONTRACT PERIOD (MAR 1981) DSCC**

(a) The contract period will be for one year beginning  
 [X] on date of award;  
 [ ] on a date to be specified not later than days after date of award.  
 The effective date of the contract will be stated in the award.

**I16D07 52.216-9C08 CONTRACT QUANTITY LIMITATIONS (MULTIPLE AWARDS) (SEP 1999) DSCC**

a. The Government anticipates making multiple awards as a result of this solicitation. If multiple awards are made, the contract minimum for each award will be a proportion of the overall minimum cited below. For example, if two awards are made the Government is obligated to purchase half of the minimum from each awardee. Regardless of the number of awards made under this solicitation, the Government may order, and each awardee is obligated to deliver, up to the maximum cited below:

1. The Government is obligated to order a minimum of 5000 EA during the contract period.  
 2. The Contractor(s) agree(s) to deliver additional supplies up to a maximum of \$999,999 during the contract period.  
 b. It is agreed and understood that the Government is under no obligation to order any supplies in excess of the minimum specified in subparagraph 1 above. Furthermore, the maximum specified in subparagraph 2 above shall not be construed as obligating the Government to purchase any amount in excess of the minimum.

**I16D15 52.216-9C15 PLACEMENT OF DELIVERY ORDERS UNDER MULTIPLE AWARD INDEFINITE QUANTITY CONTRACTS (JUL 2004) DSCC**

\*\*\*  
 (c) Task and Delivery Order Ombudsman: In accordance with FAR

16.505(b)(5), complaints or questions regarding the placement of individual delivery orders will be addressed by the DSCC

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Competition Advocate. Correspondence should be directed to:  
Defense Supply Center Columbus  
ATTN: Ms. Lilli Hopson, DSCC-PCC  
P.O. Box 3990  
Columbus, OH 43216-5000  
E-mail: Lilli.Hopson(at)dla.mil

( ) (Vendor Fill-in) The Government's desired option is acceptable.  
( ) (Vendor Fill-in) No option is acceptable.  
( ) (Vendor Fill-in) option years are acceptable.

NOTE: Failure to accept option years as requested may result in rejection of offer.

**I16D20 52.216-9C20 ESTIMATED TOTAL QUANTITY (AUG 2001) DSCC**

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s) Quantity  
0001 12000

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in Section I of the solicitation.

NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I17D01 (DSCC 52.217-9C13), I17D04 (DSCC 52.217-9C12), or I17D03 (DSCC 52.217-9C05).

**I17C03 52.217-9006 LIMITATIONS ON SURGE AND SUSTAINMENT (S&S) INVESTMENTS (JUL 1999) DLAD**

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

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

**I17D04 52.217-9C12 EXTENSION OF CONTRACT TERM (OCT 2003) DSCC**

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

d. This clause will be used in evaluation of offer.

A 3 year contract (base year plus option year(s) is desired.

OFFEROR MUST CHECK THE FOLLOWING BLOCKS FOR OPTION YEARS:

**I19A06 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) FAR**

**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**

**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 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

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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

I25B03 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003) DFARS

I25B04 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002) DFARS

I25B05 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 2004) DFARS

(a) Definitions. As used in this clause--

(1) 'Component' means any item supplied to the Government as part of an end product or of another component.

(2) 'End product' means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8455) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 84, Textile/leather/turs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlande.

I26B01 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003) DFARS

I27A01 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) FAR

I27A04 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) FAR

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  
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

I42B04 252.242-7000 POSTAWARD CONFERENCE (DEC 1991) DFARS

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

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

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

ATCH, FM NO. NAME DATE

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

(X) DD FM 1707 Information to (Cover Sheet) Offerors or Quoters MAR 90  
(X) SF 33 Solicitation, Offer and Award Section B Rev 4-85  
(X) --- Section C through M ---  
( ) --- Interim Amend. No. ---

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

( ) --- Quality Assurance Provision (QAP) No.

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

( ) SF 1448 Proposal Cover Sheet (Cost or Pricing Data Not Required) 10-95

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

( ) 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

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

( ) DD FM 1423 Contract Data Requirement List EXHIBIT No. JUN 90

I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR

--- w/ATCH No.

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

--- EXHIBIT No.

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

--- EXHIBIT No.

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

--- w/ATCH No.

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

--- EXHIBIT No.

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

( ) DD FM 254 Contract Security Classification Specification DEC 99

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.

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.

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

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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 Chapter 1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' 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:

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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.

Fill-in) \_\_\_\_\_

(Vendor

- (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 1.8049-4;
- ( ) 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)

**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**

**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 334310.

- (2) The small business size standard is 750 employees
- (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--

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(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 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 5189, 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.

**K25B01 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE 252.225-7000 (APR 2003) DFARS**

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

Line Item Number: \_\_\_\_\_  
(Vendor Fill-in)

Country of Origin (if known): \_\_\_\_\_  
(Vendor Fill-in)

(3) The following end products are other foreign end products:

Line Item Number: \_\_\_\_\_  
(Vendor Fill-in)

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Country of Origin (If known):

(Vendor Fill-in)

K25B02 252.225-7003 REPORT OF INTENDED PERFORMANCE  
OUTSIDE THE UNITED STATES (APR 2003) DFARS

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

K25B06 252.225-7035 BUY AMERICAN ACT--FREE TRADE  
AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(JAN 2004) ALT I (MAR 1998)

(2) The Offeror must identify all end products that  
are not domestic end products.

(i) The Offeror certifies that the following supplies are  
qualifying country (except Canada) end products:

(Line Item Number)  
(Vendor Fill-in)  
(Country of Origin)  
(Vendor Fill-in)

(ii) The Offeror certifies that the following supplies  
qualify as Canadian end products:

(Line Item Number)  
(Vendor Fill-in)  
(Country of Origin)  
(Vendor Fill-in)

(iii) The following supplies are other foreign end products:

(Line Item Number)  
(Vendor Fill-in)  
(Country of Origin)  
(Vendor Fill-in)

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

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

L15A02 52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE  
ACQUISITION (JAN 2004) ALT I (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  
 FIRM FIXED PRICE  
 FIXED PRICE/ECONOMIC PRICE ADJUSTMENT  
 FIXED PRICE/PRICE REDETERMINATION  
contract resulting from this solicitation.

L16A02 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)  
FAR

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

L17D04 52.217-9C26 SURGE AND SUSTAINMENT (S&S)  
EVALUATION FACTOR (JUL 2001) DSCC

Instructions to offerors:

Describe the capability to initially ramp up (i.e., surge)

and to sustain an increased pace of supplies to meet the surge  
requirements identified in Section B of this  
solicitation. The initial plan is merely a part of your  
proposal.

Address the following subfactors:

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

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

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

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

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

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

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

L19C01 52.219-9001 SET-ASIDES OF ACQUISITIONS OF ITEMS  
LISTED IN THE SCHEDULE OF PRODUCTS MADE IN FEDERAL  
PENAL AND CORRECTIONAL INSTITUTIONS (JUN 2002) 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: MICHAEL G. LYONS  
DSCC-CSCD  
P.O. Box 3990  
Columbus, OH 43218-3990

TELEPHONE: (614) 692-8725

[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

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## SECTION L

### INSTRUCTIONS TO OFFERORS

Proposals will be evaluated in terms of both price and other evaluation factors in accordance with the evaluation criteria contained in this solicitation. Offerors should thoroughly read and understand the terms and conditions contained in the solicitation. Failure to provide any information requested in the solicitation, may render the offeror's proposal technically unacceptable and preclude it from any further consideration for contract award. Offerors should ensure that the information contained in their proposal is factual, accurate and complete. If the Government accepts the offer, it will contractually bind the successful offeror to the terms and conditions of the solicitations.

In addition to price, the Government will evaluate other business/technical factors in accordance with the evaluation criteria contained in the solicitation. These factors are deemed essential in order to determine the offer that best meets the Government's needs.

#### 1. PRICE

Offerors shall submit a pricing proposal for the item(s) identified in the RFP's supplies or services with the offeror's insertions of its proposed prices for each contract line item on which the offeror is making a proposal.

#### 2. PAST PERFORMANCE

##### Automated Best Value System (ABVS)

Each offeror will be assigned an ABVS score based upon its past performance.

##### Past Performance:

Past Performance information is maintained for performance under all procurements with the Defense Logistics Agency (DLA). \*\* Overall performance is evaluated as is performance in each Federal supply Class (FSC). This information is used to generate ABVS ratings which are based on the following indicators:

##### Delivery Delinquencies

- Number
- Severity
- Contractor Caused Terminations, Cancellations, and Withdrawals

For administrative purposes, the delivery rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the Contract Delivery Date (CDD).

##### Quality Complaints

- Product Nonconformance/Laboratory Test Failures
- Packaging Nonconformances

For administrative purposes, the quality-rating period excludes the most recent 30 days.

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

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

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performance data from new awards on these NSNs. For NSNs which are not in the BSM test, ABVS will continue to work as it does today.

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at [https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public\\_BSM.asp](https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public_BSM.asp). Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or SPEXXX, in lieu of SPOXXX. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SPMXXX. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with YM.

This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the "BSM Supplier Information Resource Center" and the link is <http://www.dla.mil/j-6/bsm/sirc/>.

**NOTE:** The above 60 and 30 day offset periods are NOT grace periods.

ABVS rating does not determine an offeror's award eligibility, or technical acceptability, nor does it constitute a responsibility or non-responsibility determination.

By accessing the DSCC Internet Bid Board System (DIBBS), (<http://dibbs.dsccols.com/>), each offeror will be provided the opportunity to review their ABVS scores and negative historical performance data. For any questions or challenges to negative performance data, please forward requests/challenges to an ABVS Administrator at the below cited address, or telephone/fax an Administrator at one of the provided numbers:

|                                 |  |
|---------------------------------|--|
| Mail request to:                | Telephone Numbers:                     |
| Defense Supply Center, Columbus | (614) 692-1381                         |
| ATTN: DSCC-PAMB                 | (614) 692-3383                         |
| P.O. Box 3990                   | Facsimile (FAX) Number: (614) 692-4170 |
| Columbus, OH 43218-3990         |  |

When a discrepancy between contractor data and Government data occurs, the Government will make every effort to resolve the discrepancy expeditiously. However, the Government may make an award decision despite the existence of an unresolved challenge. The Government is the final authority for resolution of disputed data and its use in the source selection process.

Other Past Performance Information:

The offeror may provide past performance information, as follows, for consideration along with the offeror's ABVS score, in evaluating past performance:

- (a) A list of contracts, commercial or government, performed within the past two years, limited to three (3) government and three (3) commercial contracts for the same or similar items. The offeror shall provide or include a point of contact (POC), address, telephone number, an average dollar amount of the contract per annum, the period of performance, and a sample listing of the items provided for under the commercial contracts. For any government contracts, provide the government agency, a (POC), telephone number, appropriate contract number, estimated dollar value of the contract, period of performance, and a sample listing of the items provided. The Government reserves the right to limit the number of references it decides to contact.
- (b) A listing of any "problems" or discrepancies (includes shortages, overages, damages, defects, or misshipments, etc.) experienced within the past year for the contracts or customers reported in reference to paragraph 1a. Include a brief description of how these problems were addressed and remedied.

The offeror shall also describe the extent of its past participation in the DLA Mentoring Business Agreements Program.

**3. DELIVERY**

See Section F of the solicitation for time, place and method of delivery or performance.

|                           |                         |           |           |
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**4. SURGE AND SUSTAINMENT**

Information may be required from the offeror as specified in provision L17D04, Surge and Sustainment (S&S) Evaluation Factor.

**5. MENTORING BUSINESS AGREEMENTS PROGRAM**

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

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

- a. Name, address, and office/plant location for offeror and potential small business concern participants.
- b. Point of contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties. The Government reserves the right to limit the number of references it decides to contact.
- c. The number of people employed by the small business concern.
- d. Plans which identify new business ventures rather than expansion of existing agreements are preferred.
- e. The mentoring plan shall specifically identify the areas of development assistance (i.e. management/technical) that will be provided. Provide a discussion of the areas chosen for mentoring.
- f. Describe the scope of the plan (i.e. whether the plan will be specifically related to the requirements contained in this solicitation or will the plan cover other government and commercial contracts).
- g. The offeror shall identify and describe the management control techniques that will be used to ensure compliance with any MBA requirement in any contract resulting from this solicitation. This should include the record keeping communication techniques and the methods to be used to control track performance.

Program Objectives:

Provide a chart indicating the milestones for program implementation.

Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

- (i) an increase in the dollar value of subcontracts awarded to small business and small disadvantaged business concerns under DOD contracts;
- (ii) an improvement in the level of small business/small disadvantage business participation in DOD, other Federal agencies, and commercial contracting opportunities.

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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 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 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

M15D04 52.215-9C19 WEIGHTED AVERAGE PRICE EVALUATION  
METHOD (SEP 2000) DSCC

\*\*\*\*

By use of the following weights a weighted average price will be developed for each item using the formula stated in subparagraphs (1) through (3) below.

| INCREMENT | WEIGHT |
|-----------|--------|
| A         | 1      |
| B         | 1      |
| C         | 2      |
| D         | 1      |
| E         | 1      |

(1) The weighted average price (for a given item for a given year) will be arrived at as follows:  
(Offered unit price) x (increment weight) = weighted unit price

(Sum of weighted unit prices) divided by (the sum of the weights) = weighted average price.

(2) (The weighted average price) x (the estimated annual requirement) = estimated annual cost for a given item for a given year.

(3) The sum of the estimated annual costs for a given item for

the base year plus any option periods = the total estimated cost for that item.

\*\*\*\*

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

M17D01 52.217-9C07 SUPPLY ASSURANCE THROUGH MULTISOURCE  
CONTRACTING (FEB 2003) DSCC

M17D03 52.217-9C24 SURGE AND SUSTAINMENT (S&S)  
EVALUATION (JUL 2001) DSCC

Evaluation for Award:

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

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

1) On-line access within short time frames and use of automated tools for analysis is preferred for enabling visibility of supplier base resources as it relates to the S&S requirements on a continuing basis, over less automated methodologies.

2) Detailed information on the identification of the supplier base inventories, production capability, or any other means of S&S support that are available to meet S&S requirements for each NSN or item grouping is preferred over general information.

3) Well-defined agreements with suppliers that reflect access to the supplier base resources, including any commitments to hold rotating amounts of assets, time frames for delivering these assets; are preferred over incomplete less defined agreements or plans to make these agreements.

4) Well-defined agreements and coordination plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements are preferred over incomplete coverage, and less defined agreements and coordination plans.

5) Comprehensive identification, sound rationale and cost-effective solutions for the S&S items under the solicitation that may be difficult to provide for quick initial ramp-up and elevated demand levels for sustainment difficulties, is preferred over less detailed information.

M19C01 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS  
(MBA) PROGRAM (DEC 1997) DLAD

|                           |                         |           |           |
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## SECTION M

### EVALUATION FACTOR FOR AWARD

**General Basis for Award:**

**Multiple Awards:** The Government intends to make an award to the offeror that represents the best value to the Government. Additional awards may be made to offeror(s) representing the next best value(s). Award(s) will be made in the combination that will assure the Government needs in terms of delivery, quality, and price will be met during the life of the contract(s). However, the government will award no more than two (2) contracts per NSN or CLIN groups as a result of the solicitation.

**Single Awards:** The award of each item of supply specified in this solicitation will be made to the responsible offeror whose offeror conforms with the solicitation and is most advantageous to the Government. In making the best value determination, the Government will make a comparative assessment of the offerors.

All proposals will be evaluated to determine that the offered price(s) reflects a technical understanding of the requirement and those considered unrealistic may be rejected.

**Evaluation Factors:**

The Government will base the determination of best value on a comparative assessment of the offeror's prices, past performance, and other evaluation factors as identified in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors when combined are:

approximately equal to price; or

significantly less important than price. As the evaluated price becomes more equal, relative importance of all other evaluation factors become more significant.

significantly more important than price. As other evaluation factors become more equal, the evaluated price becomes more important.

The final award decision may be made through a trade-off between price and the non-price factors.

The following factors, ranked in descending order of importance, will be considered in the evaluation of proposals received under this solicitation:

1. Price
2. Past Performance
3. Proposed Delivery
4. Surge and Sustainment
5. DLA Mentoring Business Program

**1. PRICE:**

The offered price will be evaluated as adjusted by price related evaluation factors identified in this solicitation together with the following:

**M15D04** – Weighted Average Price Evaluation Method (DSCC 52.215-9C19) (SEP 2000)

**M16D01** – Evaluation of Offers for Indefinite Delivery Type Solicitations (DSCC 52.216-9C07) (MAY 2003)

**Other**

|                           |                         |           |           |
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The Government will also evaluate the reasonableness of offered prices.

**2. PAST PERFORMANCE EVALUATION FACTORS:**

Past performance includes but is not limited to, the offeror's record of conforming to specifications, to the standards of good workmanship, adherence to contract schedules, commitment to customer satisfaction, and cooperative behavior.

**ABVS**

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

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

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

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

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

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at [https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public\\_BSM.asp](https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public_BSM.asp). Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or SPEXXX, in lieu of SPOXXX. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SPMXXX. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with YM.

This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Supplier Information Center at <http://www.dla.mil/j-6/bsm/sirc/>. Additional information about ABVS and how to obtain your ABVS score can be found at <http://www.dscc.dla.mil/programs/abvm/>.

|                           |                         |           |           |
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(X) MBA is an evaluation factor and past performance for participation in the DLA Mentoring Business Agreement Program will be considered.

3. **PROPOSED DELIVERY**: Offerors will be evaluated based on their offered delivery as compared to the government's required delivery. Preference may be given for offered deliveries that are shorter than the required delivery.

4. **SURGE AND SUSTAINMENT**

See Provision M17D03, Surge and Sustainment (S&S) Evaluation

5. **MENTORING BUSINESS AGREEMENT PROGRAM**

See Provision M19C01 - DLAD 52.219-9002

June 2004 set-aside version

