

<b>REQUEST FOR QUOTATIONS</b>			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES <b>1</b>   <b>8</b>
1. REQUEST NO. <b>SPM405-05-Q-0010</b>	2. DATE ISSUED <b>2004 OCT 05</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>0010652414</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING <b>DOC9</b>
5. ISSUED BY <b>Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, VA 23297- John Baggett, PAROFA3 PHONE: (804) 279-2716 FAX: (804)279-1679 E-mail: john.baggett@dla.mil</b>			6. DELIVER BY (Date) <b>Deliver within 15 days ARO</b>	
8. TO:			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION a. NAME OF CONSIGNEE <b>See Schedule</b>	
			b. STREET ADDRESS	
			c. CITY	
			d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date) <b>2004 OCT 24</b>		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
11. SCHEDULE (Include applicable Federal, State and local taxes)				

*See attached schedule to complete quote information.*

Quoter must also complete the following:

- a. Quotation is valid for 90 days from date specified in Block 10 above unless otherwise indicated: \_\_\_\_\_ .
- b. Prices quoted are:
- Contained in Commercial Catalog or Published Price List No. \_\_\_\_\_ dated \_\_\_\_\_ page \_\_\_\_\_ .
- Contained in Internal Price List No. \_\_\_\_\_ dated \_\_\_\_\_ , which may be examined at our facility.
- Commercial sales of comparable quantities: Quantity \_\_\_\_\_ ; Price \_\_\_\_\_ ; Customer \_\_\_\_\_ .
- Other (provide basis) \_\_\_\_\_ .
- c. FOB Point:  Destination
- Origin Shipping Point (City, State) \_\_\_\_\_
- d. If delivery period shown in Block 6 is unacceptable, provide best possible delivery: \_\_\_\_\_ .
- e. Remittance Address (Name, Street, City, State, ZIP): Same as Block 13 unless otherwise indicated below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- f. Vendor FAX Number: \_\_\_\_\_ Vendor Toll-Free Number: \_\_\_\_\_ Vendor E-mail: \_\_\_\_\_

12. DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
						NUMBER	PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION	
a. NAME OF QUOTER CAGE							
b. STREET ADDRESS							
c. COUNTY			16. SIGNER			b. TELEPHONE	
			a. NAME (Type or print)			AREA CODE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type of Print)			NUMBER

# CONTINUATION SHEET

Solicitation Number:  
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PROCUREMENT HISTORY FOR NSN: 5970009058695

DVD BUYS:

TYPE	CAGE	CONTRACT NUMBER	QUANTITY	UNIT COST	AWD DATE
DVD	1PSX6	SPM40604P0013	000001	453.00000	10/03/03
DVD	1PSX6	SPM40603P0058	000002	410.00000	10/28/02
DVD	1PSX6	SP043000MGM12	000001	426.00000	09/15/00
DVD	1PSX6	SP043000MGM14	000002	426.00000	09/15/00

FAT 1 LT = 1 each 4FT X 8FT SHEET

SECTION B

PR: 0010652414  
NSN: 5970-00-905-8695

ITEM DESCRIPTION:

INSULATION SHEET,ELECTRICAL  
1.00 IN.THK,29.5 IN.MIN. TO 38 IN. MAX WIDTH,  
AREA = 1400 SQ IN MIN, 1536 SQ IN MAX  
FAT REQUIRED: SAMPLE SIZE 1 4FT X 8FT SHEET

FIRST ARTICLE/PREPRODUCTION APPROVAL CONTRACTOR  
TESTING REQUIRED. SEE MIL-HDBK-831 DATED  
23 APR. 1999 FOR GUIDANCE IN THE PREPARATION OF  
THE FIRST ARTICLE FOR TEST REPORT.  
TECH DATA AVAILABILITY:

THIS NSN IS PROCURED AS FULLY COMPETITIVE IN  
ACCORDANCE WITH A MILITARY/FEDERAL  
SPECIFICATIONS/STANDARDS AND/OR VOLUNTARY  
INDUSTRY) STANDARDS. REFER TO SECTION L, CLAUSE  
52.211-9G13 FOR OBTAINING SUCH DATA.

I/A/W SPEC NR MIL-I-24768  
BASIC  
AMEND NR 00 DTD 1992 FEB 25  
TYPE NUMBER:

I/A/W SPEC NR MIL-I-24768/13  
BASIC  
AMEND NR 00 DTD 1992 FEB 25  
TYPE NUMBER: M24768/13-S-20

I/A/W QAP QAP-002  
REFNO  
AMEND NR 00 DTD 1995 NOV 01  
TYPE NUMBER:

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	0010652414	0001	2	SH	\$_____	\$_____

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

PREP FOR DELIVERY:

PKGING DATA - QUP 001:  
SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

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SECTION B

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

PARCEL POST/FREIGHT ADDRESS:

EZ8178  
PEMCO AEROPLEX INC EZ8178  
PO BOX 2287 CML PHN 205 510 4114  
1943 N 50TH ST  
BIRMINGHAM AL 35212-2287  
US

M/F: (TCN) EZ17464229M510 XXX  
SHIP BY FASTEST TRACEABLE MEANS  
PROJ TP 1  
SUP ADD EZ8178 SIG L

FOR GOVERNMENT USE ONLY: IPD 02  
DIC A4A DIST H91 ADV FC HR

\*\*\*\*\*

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9907		1	LT	\$_____	\$_____

Contractor First Article Test (FAT) (including test report)

120 DAYS

CLIN 9907 identifies the first

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**SECTION B**

article test requirement incorporated by Clause I43 or I44 of the solicitation.\* The quantity 1 TE [test] signifies the test requirement. This is not an additional quantity of supplies being procured. Offeror will enter the total price for this requirement or 'No Charge' in the amount column. If neither is indicated, the Government will assume the requirement is offered on a 'No Charge' basis. In the event the first article test and approval requirements are waived, an award will not be made for CLIN 9907.

\*Substitute appropriate provision(s) when solicitation covers proposed Indefinite Delivery Type Contract.

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## SECTION D

**D11C01 52.211-9008 BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS DD FORM 250/250C/COMMERCIAL PACKING LIST (FEB 2004) DLAD**

**D11F39 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR**

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

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

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments  
FMS shipments  
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at:  
[www.dscc.dla.mil/downloads/packaging/dlai4145\\_3.pdf](http://www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf).

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

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

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

## SECTION E

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

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

**E46F33 52.246-9G16 INSPECTION AND ACCEPTANCE POINT (FEB 1996) DSCR**

Inspection point: [ ] Destination [x] Origin

Acceptance point: [x] Destination [ ] Origin

[ ] Inspection and Acceptance will take place at:

Origin - First Shipment Only

Destination - Subsequent Shipments

## 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**

**F11F06 11-19-9G DSCR NOTE TO CLAUSE 52.211-16 VARIATION IN QUANTITY (APR 1984)**

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

**F11F42 52.211-9G52 TIME OF DELIVERY ALT I (APR 2004) DSCR**

**F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR**

**F47A06 52.247-48 F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR**

**F47F36 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT (MAR 1998) DSCR**

## SECTION I

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

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

**I09A02 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) FAR**

(a) The Contractor shall test 1 unit(s) of Lot/Item 5970-00-905-8695 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 60 calendar days from the date of this contract to 8000 Jefferson Davis Highway Richmond, VA 23297 [insert address of the Government activity to receive the report] marked 'First Article Test Report: Contract No. , Lot/Item No. ' Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD  
I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT  
FORMAT (OCT 1997) FAR  
I32A01 52.232-1 PAYMENTS (APR 1984) FAR  
I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT  
(FEB 2002) 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  
I32F28 32-6A-9G DSCR NOTE TO CLAUSE 52.232-33  
PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL  
CONTRACTOR REGISTRATION (MAY 1999)

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

DSCR (MAR 2000)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR  
I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR  
I33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES  
(JUL 2002) DSCR

DSCR NOTE:

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

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

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
(JUL 2004) FAR  
I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS  
AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)  
DFARS  
I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
(MAY 2002) DFARS  
I47B05 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
(MAR 2000) ALT III (MAR 2000) DFARS

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at 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 authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any 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 K

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)

K47F30 52.247-9G17 PRODUCTION FACILITIES (AUG 2000)  
DSCR

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

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

ITEM NUMBER: \_\_\_\_\_  
(Vendor Fill-in)

PLANT NAME: \_\_\_\_\_  
(Vendor Fill-in)

ADDRESS: \_\_\_\_\_  
(Vendor Fill-in)

STREET: \_\_\_\_\_  
(Vendor Fill-in)

CITY: \_\_\_\_\_  
(Vendor Fill-in)

STATE: \_\_\_\_\_  
(Vendor Fill-in)

ZIP CODE: \_\_\_\_\_  
(Vendor Fill-in)

PHONE: \_\_\_\_\_  
(Vendor Fill-in)

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

ITEM NUMBER: \_\_\_\_\_  
(Vendor Fill-in)

PLANT NAME: \_\_\_\_\_  
(Vendor Fill-in)

ADDRESS: \_\_\_\_\_  
(Vendor Fill-in)

STREET: \_\_\_\_\_  
(Vendor Fill-in)

CITY: \_\_\_\_\_  
(Vendor Fill-in)

STATE: \_\_\_\_\_  
(Vendor Fill-in)

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ZIP CODE: \_\_\_\_\_ (Vendor Fill-in)  
PHONE: \_\_\_\_\_ (Vendor Fill-in)

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

ITEM NUMBER: \_\_\_\_\_ (Vendor Fill-in)  
PLANT NAME: \_\_\_\_\_ (Vendor Fill-in)  
ADDRESS: \_\_\_\_\_ (Vendor Fill-in)  
STREET: \_\_\_\_\_ (Vendor Fill-in)  
CITY: \_\_\_\_\_ (Vendor Fill-in)  
STATE: \_\_\_\_\_ (Vendor Fill-in)  
ZIP CODE: \_\_\_\_\_ (Vendor Fill-in)  
PHONE: \_\_\_\_\_ (Vendor Fill-in)

## SECTION L

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

**L04F01 4-1-9G DSCR NOTE TO CLAUSE 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

### DSCR NOTE:

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

DUNS Number: \_\_\_\_\_ (Vendor Fill-in)

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

**L09F30 52.209-9G03 WAIVER OF FIRST ARTICLE APPROVAL TEST (CONTRACTOR TESTING - DECREASE IN PRICE (SEPARATE LINE ITEM) (JAN 1997) DSCR**

(b) PRIOR GOVERNMENTAL ACCEPTANCE

GOV AGENCY	CONTRACT NO.	DATE	NSN	SPEC/PART NO.
_____	_____	_____	_____	_____ (Vendor Fill-in)
_____	_____	_____	_____	_____ (Vendor Fill-in)
_____	_____	_____	_____	_____ (Vendor Fill-in)

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

As cited on the front page of this solicitation.

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

**L33F01 33-3-9G DSCR NOTE TO 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD**

Companies protesting this procurement may file a protest

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

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under

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

### DSCR NOTE:

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

**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

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