

REQUEST FOR QUOTATIONS			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1 OF PAGES 10
1. REQUEST NO. SPM407-05-Q-0069	2. DATE ISSUED 2004 OCT 29	3. REQUISITION/PURCHASE REQUEST NO. 0010656435	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DOA4
5. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, VA 23297- JHernandezGuillaume, PAROFC4 PHONE: (804) 279-2277 FAX: (804)279-1679 E-mail: jeanette.hernandez-guillaume@dla.mil			6. DELIVER BY (Date) Deliver within 128 days ARO	
8. TO:			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION a. NAME OF CONSIGNEE See Schedule	
			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) 2004 NOV 15		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				16. SIGNER			
				a. NAME (Type or print)		b. TELEPHONE	
c. COUNTY						AREA CODE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type of Print)		NUMBER	

SECTION B

PR: 0010656435
NSN: 5970-01-468-2751

ITEM DESCRIPTION:

INSULATION SLEEVING, ELECTRICAL
'SOURCE CONTROL ITEM'
IAW TACOM (CAGE 19207) DWG 12293287, REV F,
DATED 20 APRIL 2001, P/N:12293287-26
TYCO ELECTRONICS
DBA RAYCHEM DIV ELECTRONICS/GIC
CAGE 06090
P/N 222D142-4

'IDENTIFY TO'

MARK IAW MIL-STD-130K, DATED 15 JAN 00.
CONFIGURATION CONTROL APPLIES
SEE CLAUSE 52.246-9G36 (SECTION I).

THE TECHNICAL/QUALITY/TEST REQUIREMENTS FOR
ABOVE P/N WILL BE IN CONFORMANCE WITH
THE LISTED DRAWING.
TECH DATA AVAILABILITY

DSCR DOES NOT CURRENTLY HAVE AN APPROVED
TECHNICAL DATA PACKAGE AVAILABLE FOR THIS NSN.
PLEASE DO NOT SUBMIT REQUEST TO DSCR-VABA.

I/A/W DRAWING NR DD-19207-12293287
REFNO
AMEND NR F DTD 2001 APR 20
TYPE NUMBER: 12293287-26

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	0010656435	0001	4	EA	\$ _____	\$ _____

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

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SECTION B

PREP FOR DELIVERY:

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

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

PARCEL POST ADDRESS:

W91DY0
SR 0003 HQ HHC ARCENT KAND 2
OPERATION ENDURING FREEDOM
AWCF SSF
APO AE 09355
US

FREIGHT SHIPPING ADDRESS

W91DY0
SR 0003 HQ HHC ARCENT KAND 2
OEF AWCF SSF
KANDAHAR AIRPORT
KANDAHAR
AF

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SECTION B

M/F: (TCN) W91DY042280008 XXX
PROJ 9GF TP 2
SUP ADD W9046W SIG C

FOR GOVERNMENT USE ONLY: IPD 05
DIC A0A DIST V ADV FC Z9

* * * * *

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SECTION B

**B27F01 27-1-9G RIGHTS GUARD
(FEB 1998) DSCR**

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

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**

**D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL)
REQUIREMENTS - MIL-STD-129F (MAR 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.dsccl.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 Origin

Acceptance point: 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**

**F13F30 52.213-9G01 DISTRIBUTION OF DD FORM 1155
(JUN 1999) DSCR**

Shipping documentation must accompany each shipment. One copy of the order shall accompany or be included in each shipment. Contractors may obtain additional copies of DD Form 1155 by sending a written request to: Defense Supply Center, Richmond, 8000 Jefferson Davis Highway, ATTN: DSCR-JJA, Richmond, Virginia 23297-5380. Some DD Form 1155s are also available via the internet at <http://progate.daps.mil/home/>.

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

SECTION I

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

I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS

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

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

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

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

**I27F30 52.227-9G05 RESTRICTIONS ON USE OF RIGHTS
GUARD TECHNICAL DATA (FEB 1998) DSCR**

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

(a) Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Boeing

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

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

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

1. Immediately upon decision to 'no bid' the solicitation for which the data was received.
2. Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received.
3. If the contract awardee, within 15 days of contract completion.

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

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

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

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
 I46A14 52.246-20 WARRANTY OF SERVICES (MAY 2001) FAR

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor N/A [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., 'within 30 days from the date of acceptance by the Government,'; within 1000 hours of use by the Government; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either --

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

I46F37 52.246-9G36 CONFIGURATION CONTROL (JUN 2003) DSCR

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

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

(a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and

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approved as provided for at (b) below.

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

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

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

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

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

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

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

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

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 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 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 _____

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)
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

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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).

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

DUNS Number: _____ (Vendor Fill-in)

(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) 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)

(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.

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

SECTION M

As cited on the front page of this solicitation.

L17F34 52.217-9G23 RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS (JAN 1996) DSCR

M13C02 52.213-9001 EVALUATION FACTOR FOR SOURCE INSPECTION (MAR 2004) DLAD

L27F30 52.227-9G12 CONTROLLED OR RESTRICTED TECHNICAL DATA PACKAGE (NOV 1999) DSCR

M14C01 52.214-9002 TRADE DISCOUNTS (JUN 1983) DLAD

L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

M15F31 52.215-9G05 AUTOMATED BEST VALUE SYSTEM (JUL 2002) DSCR

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

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

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.

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

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.

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

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.

(3) Business Systems Modernization.

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

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

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

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

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issued against non-DLA Basic Ordering Agreements or contracts).

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

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

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

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

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

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

(b) Using the ABVS score for evaluation.

(1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.

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

M15F32 52.215-9G06 EVALUATION AND AWARD
(FEB 2000) DSCR

(a) AWARD. The Government intends to evaluate

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

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

- significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- approximately equal to cost or price; or
- significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

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

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

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

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

- ABVS Score (52.215-9G05)
- Quality History
- Delivery Schedule Compliance
- Javits-Wagner-O'Day (JWOD) (52.215-9005)
- Mentoring Business Agreements (MBA) (52.219-9003)
- Socioeconomic Support (52.215-9003)
- Other (specify):

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

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

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

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

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