Understanding The Department of Defense (DoD) Solicitation Requirements

“Get it Right Or Be Disqualified”

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1 Introduction to DoD Solicitations

When the government wants to buy a good or service, it issues a solicitation. Solicitations are documents that make the government’s requirements clear so that businesses can submit competitive bids.

As a small business doing work with the government, you’ll be responding to solicitations. A solicitation bid package is an often complicated document (or set of documents) to which you develop a responsive proposal. The format and composition of bid packages is mandated by law. They are typically broken down into several sections identified by an alphanumeric letter. Knowing what is in this package can help you prepare and get the appropriate information and documentation together in a timely manner.

When it comes time to respond to a solicitation, you will want to be ready because an effective response is critical to winning new business. The following Sections highlight key elements of the government solicitation bid package so you can be successful at understanding the contents and its requirements to win government contracts.

2 Challenges To Doing Business With DoD

Companies wishing to do business with DoD face multiple hurdles that must be overcome in order to bid and win DoD contracts. Three major hurdles are:

- Getting your company registered with the DoD
- Finding out what the DoD is procuring
- Understanding the DoD Solicitation Requirements and Compliance

The purpose of this document is to provide some guidance and explain how to interpret the typical DoD Solicitation requirements and what it takes to be compliant.

Misunderstanding the requirements and information requested from federal contract sections can cost you a contract so filling them out improperly, will cost you the chance of being awarded the job.

If you don't have a clear understanding of something, ask questions of the listed procurement specialist on the contract. Send an e-mail to the listed Point of Contact (POC) with the solicitation number referenced in the e-mail subject column. When you get an answer print it out and save it. That way you always have a paper trail.

With experience you will learn how much of a government contract is boilerplate, because Government Regulations say it has to be there, it becomes more manageable. You need to understand what’s in the bid package because it is
more than a solicitation for a bid; if and when the government signs it, it is also your **binding contract**.

### 3 Key Takeaways from This Document

- With rising competition, vendor selection is becoming increasingly complex and more government organizations are using a solicitation response as a basis for comparison between different vendors to evaluate the best available option.

- A government solicitation bid package sets out the requirements for preparing a responsive proposal.

- Most federal government RFP formats are mandated by the Federal Acquisition Regulation (FAR). They are typically broken down into sections that are identified by section and letter.

- Government contracts contain a host of standard terms and conditions, called "clauses". Many of the clauses are, by regulation, non-negotiable. By reviewing all clauses in the solicitation package, you can assess your business’ viability in submitting a responsive proposal.

- The federal government considers a bid responsive when a bidder has given the agency complete information required with no material exception taken from any requirements and sections outlined.

- **Read the bid. Then read it again. And after you think you're finished, read it again.**

- In most cases, when you submit your bid, all you have to do is fill in some of the blanks on the forms contained in the package and send the package back to the government. But here's the catch: Even though the government itself generated and provided the package, when you send it back to the government, it becomes **your offer**, and the government will look at it as if you had put the entire package together yourself and as if they had never seen it before.

### 4 Overview of Government Solicitation

The format for most Federal Contracts proposals are fixed by a regulation called; [Federal Acquisision Regulation (FAR)](https://www.acquisition.gov/Far/). The FAR mandates that solicitations be divided into Sections A through M. A complete printed Government contract can look intimidating. Different sections of contract packages are often written by different people, and sometimes boilerplate is inserted without adequate review.

Solicitation packages usually range anywhere from 10 to 50 or more pages, depending on dollar value, the Statement of Work, criticality of part and other requirements. They will include clauses and instructions and other information that will tell you who, what, where, when and how of the contract.
When you first find a Solicitation from the government which you have determined you have interest, start by reading the following Sections first.

- Looking at Section A (usually the cover page). In a box on this page is the due date and delivery point and method. Now you know how much time you have to prepare your response and how to deliver the contract.
- Next jump to Section L and focus on how they want the proposal organized. Whether you think it makes sense or not, you must follow their outline.
- Then go to Section M and find out how you will be graded and what they think is important.
- Pay close attention to Section D, Packaging and Marking Requirements. This is an area where many contractors fall short. In some instances packing can cost as much as the product.

This doesn’t mean that the other sections are not necessary or important. Some sections may have things that you must respond to, like Section K, where they put the “Certifications and Representations” (Where you may have to “Certify” or “Represent” that you are a U.S. firm, a minority firm, which you haven’t defaulted on previous contracts, etc.). Others parts of the legal form or contract are boilerplate, and you won’t have to read them the same way you will the Statement of Work and Evaluation Criteria.

5 Types of Solicitations

The first six positions of a solicitation number (e.g., DAA123-00-R-1234) identify the department or agency issuing the document, the next two positions (e.g., 00) are the last two digits of the fiscal year issued, and the single alpha character (e.g., R) identifies the type of solicitation. For example, B = Invitation for Bid, P = Purchase Order, C = Contract, Q = Request for Quote, R = Request for Proposal, etc. The last four positions identify the sequential order for a particular solicitation.

Bids with an alpha of Q or T are for requirements under $100,000. Usually T bids do not have technical data packages included with them, so if you want to bid on them you are looking at reverse engineering a product or trying to go to the original manufacturer and getting the technical data from them; this could be quite a challenge.
Note: There is a new character, Z, which is used by at least two agencies for special evaluation and approval. You must first receive approval from and, in most cases, the local DCMO which will visit you and see if you are a "regular" dealer/manufacturer in the goods you are trying to sell to the government. These types of contracts will most likely result in using Electronic Data Interchange as a condition of the contract. So if you see a "Z" bid, be aware that it is a special contract where you will be expected to have your EDI up and running.

There are three common types of solicitation processes the government uses in contract packages:

- **Invitation for Bid (IFB):** An IFB is an advertised contract, also referred to as a "Sealed bid." There are no discussions, and the bid package is considered complete for bidding purposes. The price is a major consideration, and the signing of the solicitation form, Standard Form 33 (SF 33), by the bidder and by the government creates a binding document. The solicitation number will look something like DAAE20-00-B-1234, with the "B" in the number indicating it is a sealed bid. It is competitive, firm-fixed price and the low bid will get it.

- **Request for Proposal (RFP):** An RFP is a negotiated contract. Require best-value analysis that weighs the level of service, type of service and other factors against a fixed price. It is often employed for requirements where the selection of a supplier cannot be made solely on the basis of the lowest price. An RFP is used to procure the most cost-effective solution based upon evaluation criteria identified in the RFP. There will be discussions, and the bidder may get the opportunity to change bid pricing, technical requirements, etc. As with the IFB, above, the Standard Form 33 is the form that will be used and, again, becomes a binding contract when both the bidder and the government sign. The solicitation number will look something like N00023-00-R-1234, with the "R" in the number indicating it is a negotiated solicitation. Price and other factors will determine the winner.

- **Request for Quote (RFQ):** An RFQ is a request for information that may include price, but is not a binding contract or document. Inquiries into fixed price and are not considered binding contracts. Instead, the price quoted is considered an offer that the government may wish to negotiate, accept or decline. The bid documents are kept simple so that the contract can be awarded quickly. You will find RFQs on the Defense Internet Bid Board System (DIBBS). This is also considered a negotiated bid because the government will want to talk over the information obtained. The number will look something like F62509-00-Q-1234, with the "Q" indicating the solicitation is for information and prices. If a contract is made, the government will use a Standard Form 26, Award/Contract.

### 6 Types of Contracts

**Fixed-Price Contracts:**
Fixed-price types of contracts provide for a firm price, or, in appropriate cases, an adjustable price. Fixed-price contracts providing for an adjustable price may include a ceiling price, a target price (including target cost), or both. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment or the revision of the contract price under stated circumstances. The contracting officer shall use firm-fixed-price or fixed-price with economic price adjustment contracts when acquiring commercial items.

A firm-fixed-priced contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon contracting parties.

- **Firm - Fixed-Price, Level - Of - Effort Term Contract;** The contractor is required to devote a specified level of effort over a stated period of time for a fixed dollar amount. Usually found in the contracts for investigation or study in a specific research and development area.
- **Firm - Fixed-Price, Materials Reimbursement Type Contract;** Used in purchase of repair and overhaul services to provide a firm fixed-price for services with reimbursement for cost of materials used.
- **Fixed - Price Contract With Economic Price Adjustment;** Use is appropriate to protect both the Government and the contractor when there is serious doubt about the stability of labor or material prices during the life of the contract. Price adjustment provisions can provide for both upward and downward adjustments.
- **Fixed - Price Contracts;** There are several types designed to facilitate proper pricing under varying conditions. Provides for a firm price, or under appropriate circumstances may provide for an adjustable price. Places relatively more cost responsibility on the contractor than on the Government, and makes profit a function of the contractor's ability to manage.
- **Fixed - Price Incentive Contracts;** A fixed-price incentive contract is a fixed-price type contract with provisions for adjustment of profit. The final contract price is based on a comparison between the final negotiated total costs and the total target costs.
- **Fixed - Price Redetermination;** If prospective, provides for a firm fixed-price for an initial period of contract performance, and for prospective redetermination, upward or downward, at stated times during the performance of the contract. If retroactive; provides for a ceiling price and retroactive price re-determination after completion of the contract.

**Cost Reimbursement Contracts**

Cost-reimbursement type of contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. The contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at own risk) without the approval of the contracting officer. Cost-reimbursement contracts are suitable for use only when
uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

- **Cost-Plus-A-Fixed-Fee (CPFF) Contract**: Contractor's costs responsibility is minimized, Government's cost responsibility is maximized. The contractor is reimbursed for allowable costs. Contractor's profit is fixed. Price of the contract (total amount paid to the contractor) is not fixed.

- **Cost-Plus-Award-Fee (CPAF) Contract**: A cost reimbursement type contract with special fee provisions. It provides a means of applying incentives in contracts which are not susceptible to finite measurements of performance necessary for structuring incentive contracts. The fee is in two parts: a fixed amount unrelated to performance, and an award amount related to a subjective judgment of the quality of the contractor's performance.

- **Cost-Reimbursement Type Contract**: There are several types. They provide for the payment to the contractor of allowable costs incurred in the performance of the contract to the extent prescribed in the contract.

### 7 Understanding the Government Solicitation Bid Package

The Contractor shall demonstrate his understanding of the requirements and present a sound approach that meets the requirements. Clearly, reading and understanding the RFP requirements is very important if you want to prepare a winning proposal.

Almost all RFPs that are prepared by the Government are preceded by a released Synopsis that appears in the Federal Business Opportunities web site (reference: http://www.fbo.gov). The Synopsis contains useful information regarding the procurement, which can be used to guide the proposal development process. A draft RFP, which is available early on for Industry review and comments, also provides a good preview of the final RFP prior to its release. Last but not least, Government-provided answers to Industry questions are very helpful.

The final RFP is usually structured as shown in the table below. A cover letter prepared by the Contracting Officer officially releases the solicitation and often contains additional information that is not in the Synopsis. The cover letter is followed by a GSA-prepared Standard Form (SF), in this case SF 33, which serves as the cover sheet for the solicitation/contract document. The SF 33 is very important, since it contains all the data regarding the solicitation, including the date and time for submittal of the proposal. There are fill-in blocks that are completed by the Government. There are also fill-in blocks that are to be completed by the Contractor. Don’t forget to sign and submit the SF 33 and all Amendments to the RFP that have been released. Once the SF 33 is signed by the Government Contracting Officer, the contract is yours!
The solicitation/contract document is comprised of four parts, each of which contains sections as shown in the SF 33 Table of Contents and in the figure below. Sections A through M comprise the solicitation and Sections A through K comprise the contract document. Sections L and M are not submitted with the proposal as they are the informational instructions for preparation of the proposal by the Contractor and a description of the evaluation process, including the items and factors that the Government will use to evaluate your proposal.

Not all RFPs follow this strict format. Recent initiatives by the Government to streamline the acquisition process give procuring agencies more leeway in this regard. In particular, RFPs for commercial items or for those items that do not involve engineering design and development may be less complex in nature. Although the basic SF 33 and solicitation content is there, they are a lot easier to read and understand,
PART I - THE SCHEDULE

A Solicitation/Contract form
Includes an identification and date of the solicitation, type, issuing agency, due date, table of contents, offer data, and award data.

B Supplies or Services and Prices/Costs
Includes the item numbers, supplies or services to be delivered, quantity, purchase units, unit prices and extended prices.

C Description/Specifications/Work Statement
Describes the work to be performed and the technical requirements for the deliverable items.

D Packaging and Marking
Describes the requirements for packaging and marking the deliverable items.

E Inspection and Acceptance
Describes the requirements for inspecting and accepting the deliverable items.

F Deliveries or Performance
Describes the deliverable items, required shipping data, and delivery schedule.

G Contract Administration Data
Describes the contract clauses that are applicable to administering the contract.

H Special Contract Requirements
Describes specific contract clauses that are applicable to the contract.

PART II - CONTRACT CLAUSES

I Contract Clauses
Describes all other contract clauses that are applicable to the contract.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J List of Attachments
Includes a list of exhibits and attachments to the solicitation that are applicable to the contract.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

K Representations, Certifications, and Other Statements of Offerors
Includes the representations, certifications and other data to be completed and provided by the contractor.

L Instructions, Conditions, and Notices to Offerors
Includes instructions and other data required by the contractor for preparation of the proposal.

M Evaluation Factors for Award
Includes a description of how the proposal will be evaluated by the procuring agency.

7.1 Become Familiar with Common Government Contracting Forms

There are a number of common contracting forms that you may encounter in bidding on government work. It's worth knowing the purpose and contents of each, since some are specific to certain contract types and/or certain government agencies.

- DD Form 1707, Information to Offerors or Quoters, (DD Form 1707): is a form used by the Defense Department along with the SF 33. It is used by bidders to
indicate no response to the solicitation and provides the buying office with various pieces of information such as why you are not bidding.

- **Standard Form 33, Solicitation, Offer and Award, (Standard Form 33):** is a solicitation/contract form used by the federal government not only to solicit offers but also to award a contract since it is a bi-lateral (i.e., two-signature) document. This means that the bidder signs the document and submits it to the government and, upon acceptance of the bid, the government signs the same document and a binding contract is established. This form is used for either sealed bids or negotiated contracts valued at $100,000 or more.

- **Standard Form 26, Award/Contract, (Standard Form 26):** is a form used by the federal government to award a contract, usually as the result of a Request for Quotation. Both parties sign, but it requires references to the basic solicitation and/or other documents. In general, the SF 26 and SF 33 ask for similar information to be filled in, but the SF 26 requires some certification information that is not required on the SF 33.

- **Standard Form 30, Amendment of Solicitation/Modification of Contract, (Standard Form 30):** is a form used to do what its title implies: amend a solicitation before it closes or modify a contract that has been awarded. Normally this form is filled out by the government and is then sent to the bidder or contractor for signature.

- **Standard Form 18, Request for Quotation, (Standard Form 18):** is used to obtain information and quotations, but the responses are not considered offers. A SF 26 is sometimes used to award a contract resulting from the use of a SF 18.

- **Standard Form 1449, Solicitation /Contract/Order for Commercial Items, (Standard Form 1449):** is used to buy commercial items when the simplified acquisition procedures are used. It can also be used to ship and receive product.

### 7.2 Understand the Language of Standard Form 33, Solicitation, Offer and Award

Let's take a closer look at a typical bid using a common form as an example, Standard Form 33 (SF 33), and we'll show you how to look for what is important. Figure 6.2-1 illustrates the SF 33 format.

The SF 33 is divided into four major parts:

- **Blocks 1-8:** The first part contains basic information about the solicitation and is filled in by the government buying office. (Block 2, the contract number, is not filled in by the government until award is made.)
Blocks 9-11: The second part is the Solicitation area. Block 11, Table of Contents, is very important. The sections of Block 11, *when taken together*, make up the whole solicitation and resulting contract. For example, it contains specific information about the solicitation and also the place where you will enter your bid price.
• **Blocks 12-18**: The third part is the Offer area and is filled in and signed by the bidder before returning the offer to the buying office.

• **Blocks 19-28**: The fourth part is the Award area and is completed and signed by the government when it makes the award.

  • First, identify which sections of the form apply to the particular bid. We begin our reading of the bid by first taking a careful look at Block 11, Table of Contents. We begin here because the Table of Contents identifies all the applicable sections that will make up the contents of the subsequent contract. For instance, Section B (see below) of Block 11 tells you what is being bought and provides the place where you will put your bid price.
  
  • Note that the Table of Contents is divided into the following four parts:

<table>
<thead>
<tr>
<th>Part I</th>
<th>The Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part II</td>
<td>Contract Clauses</td>
</tr>
<tr>
<td>Part III</td>
<td>List of Documents, Exhibits, and Other Attachments</td>
</tr>
<tr>
<td>Part IV</td>
<td>Representations and Instructions</td>
</tr>
</tbody>
</table>

  • Each Part is further broken out into several sections. Here is a sample Table of Contents for Part I. Note that all the various sections may or may not apply; a check mark or “x” in the left column will let you know which do.

<table>
<thead>
<tr>
<th>Section A</th>
<th>Solicitation/Contract Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section B</td>
<td>Supplies or Services and Prices/Costs</td>
</tr>
<tr>
<td>Section C</td>
<td>Description/Specification/Work Statement</td>
</tr>
<tr>
<td>Section E</td>
<td>Inspection and Acceptance</td>
</tr>
<tr>
<td>Section F</td>
<td>Deliveries or Performance</td>
</tr>
<tr>
<td>Section G</td>
<td>Contract Administration Data</td>
</tr>
<tr>
<td>Section H</td>
<td>Special Contract Requirements</td>
</tr>
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<td>Section I</td>
<td>Contract Clauses</td>
</tr>
<tr>
<td>Section K</td>
<td>Representations, Certifications and Other Statements of Offerors</td>
</tr>
<tr>
<td>Section L</td>
<td>Instructions, Conditions and Notices to Offerors</td>
</tr>
</tbody>
</table>
Note that the majority of pages consist of the Part I The Schedule, Table of Contents; and Part II Contract Clauses. Part III List of Documents itemizes all the attachments included with the solicitation. Part IV Representations and Instructions contains the solicitation provisions that require completion by the bidder, and the information and instructions to guide bidders in preparing proposals, such as evaluation factors for award.

7.2.1 SECTION A — SOLICITATION/CONTRACT FORM
This section identifies the title of the procurement, procurement number, point of agency contact (POC), how to acknowledge amendments, and how to indicate “No Response” if you decide not to bid. This section often appears as a one page form. Section A contains one of the following Standard Forms:

- **Standard Form 33 (SF 33)** — Solicitation, and Award is used in conjunction with the solicitation and award of negotiated contracts.

- **Standard Form 26 (SF 26)** — Award/Contract is used when entering into negotiated contracts when the prospective Contractor has amended their offer, Unless:
  a. The contract is for the construction, alteration, or repair of buildings, bridges, roads, or other real property
  b. The acquisition is one for which the FAR prescribes special contracts forms, or
  c. Use of a purchase order is appropriate

- **Standard Form 1447 (SF 1447)**— Solicitation/Contract is used in connection with negotiated acquisitions that use the simplified contract format and may be used in lieu of SF 26 and SF 33 for other acquisitions.

- **Standard Form 18 (SF 18)** — Request for Quotation (RFQ) is used to solicit quotations from Contractors. RFQ is informational in character. It is not an offer and cannot be accepted by the Government to create a binding contract.

- **Standard Form 1449 (SF 1449)** — Solicitation/Contract/Order for Commercial Items, shall be used by Contracting Officer’s when issuing written solicitations and awarding contracts and placing orders for commercial items.
7.2.2 SECTION B — SUPPLIES OR SERVICES AND PRICES/COST

This section identifies all billable items, describes the period of performance, and discusses potential option periods (if any). This section defines the type of contract, identifies Contract Line Items (CLINs), Subcontract Line Items (SLINs), and all other billable items. Proposals may respond to this section in tabular form with cost and pricing guidelines. The total hours shown on Section B are typically estimates only and actual hours worked may be more or less. The primary focus is to ensure that proposed hourly rates will be valid no matter how many hours are worked.

Section B contains a listing of all supplies, data and services to be acquired.
- This is the Government's order form
- What type of contract
- What is the contract for i.e. services, supplies
- Contract length
- Minimum and Maximum contract amounts
- Travel expenses — for the contractor
- Covers special notices to bidders on how to structure the contract price, pricing of options, pricing for additional services and other pricing specifications.
- The offeror records its bid price

7.2.3 SECTION C — DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Statement of Work (SOW) describes what the government agency wants you to do, or supply. Outside of Section B Supplies or Services and Price/Costs, most of your proposal will be responding to this section. It is important to list every item on the required SOW and state how you will deliver what is needed. When responding to the SOW, don't be afraid to be redundant and don’t assume the proposed agency already knows the SOW. Section C is an opportunity to insert your business name as the “respondent” and reinforce that you will provide the services requested. You can also create a supporting section to highlight your approach to delivering on the listed SOW and illustrate your firm’s capabilities to the agency. When reading Section C: Look for requirements (are they explained, understandable, and/or ambiguous?), contradictions (between requirements as well as Section L and M), feasibility, and opportunities for differentiation between you and your competitors. Section C;

- Can contain background information about the agency issuing the solicitation.
- Purpose and objectives of the requirement.
- Addresses what the seller must do to perform the contract.
- States minimum and mandatory requirements
- Statement of work/Scope of work. This is a description and the specifications of what is wanted by the Agency Department. Usually this is in great detail.
• It may contain material, equipment and personal requirements in addition to safety quality assurance items. Also called scope of work. It can contain detailed responses, usually matrices and spreadsheets to depict the man-hours, frequency of work, etc.

7.2.4 SECTION D — PACKAGING AND MARKING
This section defines how all contract deliverables, such as reports and materials will be packaged and shipped. It includes specific instructions regarding timing, location, and delivery details for your response to the RFP. Along with the preparation of a responsive proposal, the timing and delivery are the most important items to focus on. Allow 2-3 days for shipping the proposal for arrival on or before the due date, and work backwards from that date.

When sending packages and marking:
- Ensure the target agency contact, contact title, email, and address City/State/ZIP are clearly listed on a sealed package of your proposal. Note that the Contract Manager is often different than the expected recipient of the proposal.
- Be careful that your bid package is not opened prior to arriving in the appropriate location at the appropriate time.
- Ensure the solicitation number is clearly stated on the package.

Make sure you pay attention to and follow all instructions in the RFP. If you don’t, it could affect costs, raise logistics issues, and result in a nonresponsive proposal.

Section D describes the packaging, preservation and packing requirements for the solicitation. How bidders submit forms and reports and who is responsible for associated shipping fees. Associated costs can exceed the cost of the item, be sure to include these costs in the proposal. Other considerations include:

- MIL-STD-129N, “Marking for Shipment and Storage”, is specified marking of Military packaged items. This is used for military items not intended for immediate use.

- ASTM D3951-90, Commercial Packaging, can be specified for the marking of commercially packaged items/materials.

- Protects against liability for deterioration or damage of products during shipping and storage.

7.2.5 SECTION E — INSPECTION AND ACCEPTANCE
This section describes the process by which the government officially accepts deliverables and what will happen if the work is not accepted. Typically, the Oversight Manager can inspect and test the goods and services at any time and place during the term of the award. The government typically reserves 10 business days from the date of your delivery to decide if goods and services comply with the requirements of the contract. If they don’t, the agency can require you to re-perform the services or re-deliver the goods in conformity with the requirements of the award, at no additional increase in total contract amount. If the issue is not
corrected when you re-perform the services, then the government can (1) require you, immediately, to take all necessary steps to ensure future performance of the services in conformity with the requirements of the contract; and (2) reduce your contract price to reflect the reduced value of the services performed. In extreme cases, the agency can have another firm perform the services or deliver the goods and charge associated costs to you.

Section E of the Schedule specifies the place where the government will inspect and accept each contract line item number (CLIN) of the contract. This is usually for supplies. It includes workmanship and materials furnished/utilized. This can include inspection and testing of the item. The place of inspection can either be at origin or at destination; the contract will specify.

7.2.6 SECTION F — DELIVERIES OR PERFORMANCE
This section defines how the Contracting Officer will control the work performed and how you will deliver certain contract items. This section:

- Addresses clauses incorporated by reference including the place of Delivery or Performance which is typically the agency site although some work may be performed at the contractor location depending on the contract.
- Highlights specific deliverables stated in the contract and expected by the agency within a certain time period.
- Lists the Period of Performance for each phase of the contract.

In most cases, you are required to maintain an acceptable inspection system for the goods or services you deliver or perform under the contract. Records of your inspections need to be complete and available to the agency during the term of the award or for as long as the agency specifies.

Section F describes the time, place and method for delivering the procured items. Delivery schedules for hardware and services may be described in terms of calendar dates or in specified periods of time from contract award date. The delivery destination for supplies will be specified.

This section can also describe performance, i.e. the contractor’s facility must be fully operational and ready for performance within a certain period after contract award. It can also identify the place of performance.

Free-on-board (FOB) origin contract requires the government to pay shipping costs and assume the risk of loss or damage to the goods en route. Free-on-board (FOB) destination the contractor is responsible.

7.2.7 SECTION G — CONTRACT ADMINISTRATION DATA
This section describes how the Contracting Officer and your firm will communicate to ensure both performance and prompt payment. This section typically incorporates other clauses by reference, and you will be required to perform the services, or provide goods according to all terms and conditions set forth. Specific areas under the Contract Administrative Data section include:
7.2.7.1 Agency Personnel

- Contracting Officers have the exclusive authority to enter into, administer, and terminate contracts. They:
  - Make sure that contracting is efficient and effective,
  - Ensure compliance with the terms of contract,
  - Protect the interests of the agency in all of its contractual relationships, and
  - Have latitude to exercise sound business judgment based on the competitive and business needs of the agency.

- Oversight managers have daily interaction with contractors. They:
  - Manage the technical performance requirements of the contract,
  - Ensure that the contractor delivers the required goods or performs the work according to the delivery schedule in the contract, and
  - Monitor the funds spent in the contract in relation to its ceiling.

7.2.7.2 Method of Payment

The federal government has prompt payment rules that require most payments to be made by Electronic Funds Transfer (EFT). Some important points to note about EFT payments:

- Sole proprietors can get hardship waivers to EFT.
- Agencies may collect EFT information when they award a contract.
- If you certify in writing to the Payment Office that you don’t have an account with a financial institution or an authorized payment agent, the federal government will use a different payment method. Payment methods by the federal government may be made by check or by a third party in lieu of payment directly from the federal government, at the option of the federal government.

7.2.7.3 Compensation Ceiling

The federal government typically includes a contract ceiling in the contract or a task order Not-to-Exceed amount. You will not be compensated for costs and expenses that go over these ceilings or Not-to-Exceed amounts. However, you may have option periods where the contract may either be extended or re-funded. In any case, you need to notify the Contracting Officer, in writing, when you have incurred charges amounting to seventy-five percent (75%) of the ceiling amount for each performance period.

7.2.7.4 Contents of Invoice

Your invoices must include the following items to be processed for payment:

- Contractor name, address, and phone number.
- Invoice date. (Contractors must date invoices as close as possible to the date of electronic transmission to the federal government).
- Invoice Number.
- Contract Number (e.g., Contract Number, Task Order Number, Delivery Order Number, etc.).
- Line Item Number(s), as identified in the contract and the amount invoiced for each Line Item Number.
- Allocation of all hours and expenses to Financial Institution Number (FIN) and Asset Name/Number, if applicable.
- Description, quantity, unit of measure, unit price, extended price of goods delivered or services performed.
- Total invoice amount.
- Payment terms (including any discounts for prompt payment terms).
- Remittance address.
- Billing Point of Contact (e.g., name (where practicable), title, phone number, and mailing address of person to notify about questions regarding the invoice).
- Shipping information (e.g., shipment number, date of shipment, bill of lading number, and weight of shipment).
- Shipping charges, if any, shown as a separate item on the invoice.
- A statement signed by an authorized business representative that states: "This is to certify that the services set forth herein [goods described herein] were performed [delivered] during the period stated."
- If travel expenses are reimbursable under the award, submit travel documentation, receipts, and other proof of expenses as required by the Federal Contractor Travel Reimbursement Guidelines.
- For time and material or labor hour awards, include copies of time sheets in support of direct labor charges.
- If subcontractor expenses are reimbursable under a labor-hour or time-and-material award, you must:
  - Identify subcontractor expenses and costs separate from prime contractor expenses and costs on the invoice the prime contractor submits to the federal government.
  - Submit with your invoice, as supporting documentation, a copy of your subcontractor's invoice when seeking reimbursement of subcontractor expenses.
- Any other information or supporting documentation required by the award.

The government will return an invoice if it doesn’t have the required information, contains errors, or exceeds the total compensation ceiling limit for your award. Payment will be delayed until you correct the invoice. In addition, you need to maintain current information in the Central Contractor Registration (CCR) database. The government may reject invoices if you have not maintained your registration, including Electronic Funds Transfer (EFT) information, in the CCR database.

### 7.2.7.5 Electronic Invoice Preparation and Submission

You are required to follow the federal government’s electronic invoice preparation and submission instructions stated below:

- For the FDIC, you must email electronic invoices to the Division of Finance/Accounts Payable (DOF/AP).
- For the FDIC, you are required to only email your invoices to the DOF/AP email address, and not to the Oversight Manager (OM) or Contracting Officer. Contractors are often surprised to learn that the federal government will not accept hand-delivered invoices or invoices sent to any other address.
- You are typically required to submit the electronic invoice as a single file document, in pdf format. Invoice files are often uploaded to a central database repository; therefore, only one file associated with an invoice will be accepted. However, there are also size restrictions for a single pdf file exceeding 30 MB. The invoice may either be submitted as two pdf files, with neither pdf file exceeding 30 MB, or it may be submitted as a zip file that does not exceed 30 MB.
- You can’t include more than one electronic invoice in the same email. (For example, if a Contractor has four task orders, a separate email with a single invoice must be submitted for each of the four task orders.)
Your email subject lines must include the words, "Contractor Invoice", followed by a hyphen and the Contract Number (or Task Order Number, or Delivery Order Number, as applicable), as shown in the following example: "Contractor Invoice - AZPHQ-50-C-1111."

For contracts and task orders containing provisions for Task Assignments, you must send a separate invoice for each Task Assignment.

Counting days for Prompt Payment begins on the date the invoice is received and accepted in the email inbox of the agency. Invoices received after the time specified will be counted as being received the following federal government workday. Section G describes accounting and appropriation data and contract administration information or instructions. This may include designation of one or more Administrative Contracting Officers (ACO’s) (COTR’s); directions/instructions regarding payments and billing/invoicing.

7.2.8 SECTION H — SPECIAL CONTRACT REQUIREMENTS

This section contains a range of special contract requirements which can include: Key Personnel, Emergency Preparedness, Protecting Sensitive Information, Background Investigations, Risk Level Designation for the contract, and standard Post-Government Employment Certifications.

7.2.8.1 Key Personnel

You need to make key personnel available for performance under the contract as long as they are employed by your business. The Contracting Officer must authorize key personnel changes in writing before any new key personnel begin work on a project.

The government may require that you give a minimum of a 14-day advanced written notice to the Contracting Officer of any proposed substitutions of key personnel. This notice should:

- describe the reason for the proposed change;
- give the name of the proposed substituted individual with a description of educational and professional backgrounds; and
- include a completed background investigation questionnaire.

Deciding whether to accept proposed substituted personnel is at the sole discretion of the government.

7.2.8.2 Emergency Preparedness

Contract requirements for emergency preparedness cover services that are essential or critical to the federal government mission. Key elements of emergency preparedness include immediate and effective measures to ensure the availability or use of back-up services or systems to (1) deal with the emergency, and (2) ensure uninterrupted support of the services or systems. These services or systems must be provided as long as the emergency persists.
7.2.8.3 Protecting Sensitive Information

The government must protect sensitive information during the course of project work, and has special requirements about confidentiality and data protection. Some key elements of protecting sensitive information are:

- Two forms of confidentiality agreements are typically required.
  - The authorized representative of the contractor must sign and deliver a business-level confidentiality agreement to the Contracting Officer with the signed contract at the time of award.
  - The contractor and all key personnel working on the contract each must also sign a confidentiality agreement no later than five (5) business days after starting performance and prior to receiving any sensitive information.

- Every federal government contractor (both prime and subcontractors) is expected to protect sensitive information including any Personally Identifiable Information (PII) to which they have access. Sensitive PII may be comprised of a single item of information (e.g., SSN) or a combination of two or more items (e.g., full name along with financial, medical, criminal, or employment information). PII presents the highest risk of being misused for identity theft or fraud. You’ll need to comply with special contract requirements or risk loss of the contract, and you could face potential federal criminal charges if you don’t comply.

- As a measure of controlling sensitive information, the federal government stipulates in Section H that all sensitive information, electronic and paper copy, remains the property of the federal government. If you move or copy sensitive information to your facilities or equipment, then you must store it separately from all non federal government information. You’ll need to return, erase, or destroy all sensitive information at the end of the contract or sooner, if at the Contracting Officer.

7.2.8.4 Background Investigations

You must undergo a background investigation if you:

- work on on-site and have unescorted access to government offices or facilities;
- have access to government networks/systems; or
- work on contracts and other awards for services with a value greater than $100,000, or on any contract or award at the discretion of the federal government.

The extent of the background investigation conducted is in correlation to the risk level assigned. Prior to getting a government identification/access badge and commencing work under the contract, you are required to undergo both a fingerprint and a credit check. In addition, you may be subject to a background investigation, based on the risk level assigned the contract. If any member of your team has a background investigation with adverse finding, he or she can be excluded from working on the contract at the discretion of the Contracting Officer.
7.2.8.5 Risk Level Designation for the Contract

Every federal government position, including those of contractors, must be designated with a sensitivity level. As a contractor, you must meet personnel security/suitability standards commensurate with your position’s sensitivity level, and you must be subject to personnel investigation requirements. There is usually a reinvestigation requirement for individuals in high risk positions, and those who have security clearances if they continue to have a need for access to classified information.

In addition, if the risk level of the contract mandates background investigations by the Office of Personnel Management (OPM), you must provide the Oversight Manager with the completed paperwork for all contractor and subcontractor personnel. This paperwork will allow OPM to begin its background investigation. Risk levels (High Risk, Moderate Risk, and Low Risk) are established through an analysis of the duties and responsibilities of the positions, and their impact on agency mission. Each risk level requires a Minimum Investigative Requirement as recommended by the Office of Personnel Management (OPM):

- Low Risk – National Agency Check with Inquiries (NACI)
- Moderate Risk – Minimum Background Investigation (MBI)/Limited Background Investigation (LBI)
- High Risk – Background Investigation (BI)

Only personnel designated High Risk are subject to a Periodic Reinvestigation (PRI) which happens no later than five years after placement, and at least once every succeeding five years. If there is a change in position risk or sensitivity level, then you must meet the investigative requirements of the risk designation of the new position.

For Critical-Sensitive or Special-Sensitive positions, you will need an investigation completed before you are appointed. Investigations for low risk temporary personnel may require a fingerprint and tax records check. The government can establish more stringent requirements for any position with appropriate justification.

7.2.8.6 Post-Government Employment Certifications

If you plan to use a former federal government employee on your contract, then you typically need to complete and submit a post-government employment certification before that employee can work on the contract. Former government employees may be required to provide additional information about their responsibilities while employed at the agency, and as a post-government employee working on the agency’s contract or subcontract.

7.2.9 SECTION I — CONTRACT CLAUSES

This section identifies the contract clauses incorporated by reference in the RFP. These clauses have the same force and effect as if they were given in full text and are incorporated into the contract. While this section doesn’t require a separate response, its terms will be binding.
Section I contains the clauses required by law or by the FAR regulation and any additional clauses expected to be included in any resulting contract. See www.arnet.gov/far for the full text of the clauses that can be incorporated into this section. These laws or regulations are commonly referred to as "Boilerplate clauses" The contracting officer has little or no leeway in preparing this section. Each clause derives its authority from the FAR or from a public law, statute or executive order.

7.2.9.1 Governing Law
The contract is governed by federal law and will be construed accordingly. To the extent State law may apply, in the case where there is no applicable federal law, the State law that applies is the law of the State in which the federal government office executing the contract is located and it serves as the governing law.

7.2.9.2 Independent Contractors
The federal government retains independent contractors for the sole purpose of performing the services or providing the goods described in a contract. If subcontracting is permitted, then the term "Contractor" refers to both the contractor and all subcontractors at all levels. You must ensure that all subcontractors adhere to all of the terms and conditions of the contracts that have flow-down requirements.

7.2.9.3 Subcontracting Reporting
If subcontracting is approved under an award, you must submit a Subcontracting Report, on a semiannual basis, addressing the following for each subcontractor:
- Subcontractor's name, address, and DUNS number.
- Subcontractor's type of business concern [Minority or Women Owned Business (MWOB), Small Disadvantaged Business (SDB), including ethnicity], and Veteran–owned Business.
- Period covered by Report.
- Description of work performed by subcontractor during the report period.
- Total compensation paid to subcontractor cumulative to date.
- Percentage completion toward Subcontracting Plan goals.

7.2.9.4 Audit of Records
The federal government, through its Contracting Officer or designated representative(s), has the right to audit and examine your records and inspect your facilities in the following ways:
- Examination of Costs: The federal government agency can audit and examine your books and records, and your accounting procedures and practices, regardless of their form (e.g., machine readable media) or type (e.g., data bases, applications software, data base management software).
Facilities Used For the Contract: The federal government agency can inspect, at reasonable times, the facilities you use during performance of the contract.

Reports of the Contractor: The federal government agency can audit and examine your books, records, other documents, and supporting materials.

Computer Data. The federal government agency can audit your computer data. Your computer data retention and transfer procedures must maintain the integrity, reliability, and security of the original data.

All federal government contractors must retain the materials for an audit of records for a stipulated period of years following final payment under a contract, or for any longer period required by statute or other clauses in the contract. Other clauses address required Liability Insurance before commencing work or permitting any subcontractor to commence work and Public Release of Contract Award and Advertising and Publicity Information.

7.2.9.5 Public Release of Contract Award and Advertising and Publicity Information

You (as contractor), your affiliates, agents, or subcontractors, and their respective employees:

- Cannot issue press releases or provide other information to the public regarding any federal government contract award.
- Are typically restricted from statements to the media or from issuing press releases regarding your or their services, under the contract.
- Cannot issue or sponsor advertise or publicity that states or implies that the federal government agency endorses, recommends, or prefers the contractor's services.
- Cannot use the agency’s logo, or other material, without agency permission.

7.2.10 SECTION J — LIST OF ATTACHMENTS

This section lists all appendices to the RFP. These Attachments and Exhibits can cover a wide range of subjects ranging from technical specifications through statement of work items and labor categories required by the federal government. You should reference Section J. Attachments, Exhibits in your proposal by first reviewing and accepting stipulated contract clauses in the solicitation response, and then ensuring all appropriate signatures, including notarizations, are included in the solicitation response.

The applicable specifications identified in Section C can typically be bulky and it is common for contract personnel to include such documents as attachments to the contract. Section J simply identifies a list of such attachments. Documents, which might be identified:

- Specifications
- Architectural Drawings
- Exhibits
- Technical or engineering data
- Statement of work
7.2.11 SECTION K — REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

This section includes the elements that you must certify to bid on this contract, such as: you have acted according to procurement integrity regulations; your taxpayer identification; the status of personnel; ownership of your firm; type of business organization; authorized negotiators; that your facilities are not segregated; that you comply with affirmative action guidelines; and whether you qualify as a small business, disadvantaged business, and/or women owned business, etc. The representations and certifications set out in federal government solicitations must be completed by an official authorized to bind the contractor, and must be returned with the proposal. They are legally binding. Section K includes solicitation provisions that require representations, certifications or the submission of other information by offerors. The appropriate regulation clauses from the Federal Acquisition Regulations, the Defense Federal Acquisition Regulations or other regulations will be cited in this section. These are “fill in the blanks”. Examples include:

- Is the offeror a small business
- Is the offeror an 8a firm
- Is the offeror a Hubzone firm

7.2.12 SECTION L — INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

This section provides instructions for preparing your proposal including: how to format the documents; how to organize/outline material; how to submit questions regarding the RFP or procurement; how the proposal is to be delivered; and sometimes notices, conditions, or other instructions.

Section L spells out the specific preparation requirements for submitting your bid. Read carefully, a misunderstanding could lead to your bid or proposal being rejected. Once you understand all conditions listed in this section, check to see if comparable instructions found in Section C and Section M are consistent.

This section identifies solicitation provisions, information and instructions in preparing proposals and responses i.e.:

- Specific proposal format
- Organization/Arrangement of proposal
- General instructions: i.e. number of copies to be submitted
- What is to be submitted
- Instructions for oral presentations
- Pre-Proposal conference
- Post award conference

Also this section will identify whether the RFP is a set-aside for small business, the product classification and the small business size standard, any requirements for submitting financial information, the type of contract expected to result from the RFP, whether progress payment will be authorized and any other instructions and notices.

7.2.13 SECTION M - EVALUATION FACTORS FOR AWARD

This section outlines how the agency will assess and evaluate the proposals it receives. This process usually includes:

- Reviewing and assessing the “mission capability” of each written proposal against the stated evaluation sub-factors set forth in the solicitation. Mission capability ratings typically focus on strengths and weaknesses of the proposal and the extent to which proposed technical and management solutions fulfill the functional requirements.
- Assigning points to the mission capability according to the stated technical factors.
- Reviewing and assessing the proposal according to responsiveness and compliance with submission requirements.
- Section M list the factors the government uses to compare each bid and which criteria is most important to them. Understanding the weight attached to each specific bid component (price, materials used, etc.) will allow you to tailor your application answers to maximize your potential for winning.

Section M also explains the technical and managerial factors that will be considered along with cost and relative weights each factor will receive in the evaluation process Some of the significant factors that will be considered in awarding the contract i.e.:

- Past Performance
- Experience
- Professional Staff
- Technical Understanding
- Quality Control

Note: Award is usually made to the company who provides the best value, who conforms to the solicitation requirements; who is determined responsible; who is determined responsive and who is judged to be the most advantageous to the government.

7.3 Understand the Language of Standard Form 18, Solicitation and Offer
Request for Quotation, (Standard Form 18): is used to obtain information and quotations, but the responses are not considered offers. A SF 26 is sometimes used to award a contract resulting from the use of a SF 18. Most DLA solicitations will use SF18 as the standard solicitation form. Figure 6.3-1 below illustrates the SF 18 format. In addition to this standard form all Sections as defined above may apply except Section L and Section M. A Sample DLA solicitation that uses SF 18 is contained in the Appendix.

7.4 Best Value Evaluation Process

The government also uses a Best Value Evaluation Process for some solicitation processes. Best value is, at some level, a subjective judgment, and it is not necessarily represented by the lowest price offered. Some facts about a Best Value Evaluation Process:

- The importance of price will increase if several proposals are equally matched on other factors. When competing proposals are judged equal on other factors considered in the best value analysis, total price and other price factors become more significant.
Price proposals are typically evaluated with respect to completeness, reasonableness, and realism. The Contracting Officer may also evaluate the Overall Evaluated Price (OEP) for each offeror. The Overall Evaluated Price (OEP) will typically be computed based on the total of the following:

- The proposed labor rates for each labor category multiplied by the number of labor hours.
- The federal government-reimbursed travel costs.

Offerors must submit their proposed prices in accordance with the provided Pricing Schedule. Prices that are extreme (high or low) may be judged unreasonable. From the federal government’s point of view, labor rates that do not reflect a reasonable compensation for the skill required in a labor category will be considered unrealistic and non-responsive.

Offers should be as complete as possible; a proposal can be eliminated if it doesn’t include a price for all mandatory labor categories.

Offerors should have a reasonable price and the federal government will evaluate prices using one or more of the following techniques:

- Comparing the proposed prices to those of other offerors.
- Comparing the proposed prices to independent estimates and those in other contracts.
- Comparing the proposed prices to the prices in the business’ GSA Schedule or commercial price list.

The federal government will base the award on an integrated assessment of the evaluation factors and sub-factors.

You must carefully check out all portions of the contract, not just the description and specification portion. That also means that you can’t just gloss over parts that you do not completely understand: You need to take notes as you go so you can address those parts later on.

Make sure you understand what type of bid solicitation you’re looking at, what the government is actually trying to purchase.
APPENDIX I
REQUEST FOR QUOTATIONS

1. REQUEST NO. SPM569-13-Q-0419
2. DATE ISSUED 2012 DEC 12
3. REQUISITION/PURCHASE REQUEST NO. 00478270654

4. CERT. FOR NAT. DEF. UNDER RSA REG. 10
5. DO NOT USE SMALL BUSINESS SET-ASIDE

6. DELIVER BY (Date)
7. DELIVERY X FOR DESTINATION OTHER (See Schedule)

8. DESTINATION
   See Schedule
   a. NAME OF CONSIGNEE
   b. STREET ADDRESS
   c. CITY
   d. STATE
   e. ZIP CODE

9. PLEASE PURCHASE QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date)
   2012 DEC 26

10. SCHEDULED DELIVERY (Excl. and lead times)

See attached schedule to complete. Quoter must also complete the following:

a. Quotation is valid for 50 days from the dates indicated: ____________

b. Prices quoted are:
   - [ ] Contained in Commercial Envelope
   - [ ] Attached elsewhere
   - [ ] Contained in Commercial Envelope, which may be examined at
   - [ ] Custom
   - [ ] Other

   Date ____________; Price ____________

c. FOB Point:
   [ ] FOB Supplier (City, State)

   Other:

   FOB:

   Destination:

   If delivery period shown above does not provide best possible delivery:

   ____________

   Payment Method:

   [ ] Check

   [ ] Other

   Reimbursement Address (Same as Block 13 unless otherwise indicated below):

   [ ] Same as Block 13 unless otherwise indicated below:

   ____________

   ____________

   ____________

f. Vendor FAX Number: ____________
   Vendor Toll-Free Number: ____________
   Vendor E-mail: ____________

11. DISCOUNT FOR PROMPT PAYMENT

   a. 10 CALENDAR DAYS (%) ____________________________
   b. 20 CALENDAR DAYS (%) ____________________________
   c. 30 CALENDAR DAYS (%) ____________________________
   d. 4 CALENDAR DAYS NUMBER ________________________
   e. PERCENTAGE ____________________________

NOTE: Additional provisions and representations are not attached.

12. NAME AND ADDRESS OF QUOTER

   a. NAME OF Quoter ____________
   b. ADDRESS  ____________
   c. CITY ____________
   d. STATE ____________
   e. ZIP CODE ____________

13. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

   a. NAME ____________
   b. TITLE ____________

14. DATE OF QUOTATION

   _______ _______ _______ _______

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 18 (REV. 09-09)

Prepared by DLA-FAR, (80 CPS) 31219-(646)
DELIVERY IN BLOCK #6 CONSISTS OF THE FOLLOWING:

120 DAYS FOR SUBMITTAL OF FAT SAMPLES
** NOTIFY CONTRACTING OFFICER 30 DAYS PRIOR TO SHIPMENT **
90 DAYS FOR APPROVAL/DISAPPROVAL/CONDITIONAL APPROVAL OF FAT SAMPLES
120 DAYS FOR PRODUCTION

130 DAYS TOTAL

PROCUREMENT HISTORY FOR NSN: 5140013238409

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SECTION B

NSN: 5340013238409

INCREMENTAL QUANTITIES:

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THE ABOVE INFORMATION REFLECTS TOTAL QUANTITIES FOR EACH NSN. SEE BELOW FOR INDIVIDUAL LINE/DESTINATION REQUIREMENTS AND PROVIDE PRICING ACCORDINGLY.

PR: 0047827054
NSN: 5340-01-323-8409

ITEM DESCRIPTION:

DRAWING PACKAGE CITED IS SUBJECT TO US GOVERNMENT REGULATIONS AND DISTRIBUTION IS LIMITED TO US GOVERNMENT AGENCIES THROUGH JCP CERTIFICATION. TO APPLY TO WAPR, SUBMIT FORM 2345, 'MILITARY CRITICAL TECHNICAL DATA AVAILABILITY AT THE WORLD WIDE WEB ADDRESS: https://www.osp.mil.' BY WRITING TO:

UNITED STATES/CANADA DEFENSE LOGISTICS AGENCY FEDERAL CENTER 74 WASHINGTON STREET BATTLE CREEK, MICHIGAN 49017-5000

CONTRACTORS MUST INVOICE WITH JCP CERTIFICATION ISSUE NUMBER

CLIP, GENERAL TELEPHONE & CONDUIT COMPANY P/N 14431

WHEN THE PURCHASER DESCRIBES THE PART NUMBER OR NAME AND PART NUMBER OR NAME IN VARIOUS FORMS, SUCH AS BY THE NAMES OF ORGANIZATIONS, SPECIFIC ENTITY, OR BY THE NAME AND PART NUMBER(S) OF SPECIFIC ENTITY, OR AS MODIFIED BY ADDITIONAL SPECIFICATIONS EXPRESSED IN THE PURCHASER SPECIFICATIONS, ONLY THAT/THOSE PRODUCTS HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE ACCEPTABLE. SUCH PRODUCT(S) ARE 'EXACT PRODUCT(S)' AS DEFINED IN DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS.'

CONTINUED ON NEXT PAGE
SECTION B

A VENDOR OFFER/QUOTATION, 'BID WITHOUT EXCEPTION,' IS A CERTIFICATION THAT THE 'EXACT PRODUCT,' MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT IS AN 'ALTERNATE PRODUCT,' EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE POT.

IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A CONTRACT OR ORDER FOR AN EXACT PRODUCT, THE ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO THE GOVERNMENT.

THE ACCEPTABLE SOURCE(S) MUST MEET THE REQUIREMENTS OF THE CURRENT REVISION OF THE OEM.

OFFERORS NOT CITED AS ACCEPTABLE PROCUREMENT ITEM DESCRIPTIONS MUST OBTAIN SOURCE APPROVAL FROM ACTIVITY. SOURCE APPROVAL DATA PACKAGES MUST BE SENT TO THE OFFER.

DATA IS PROPRIETARY AND CONFIDENTIAL.


ASQ H1331 TABLES WILL BE USED AS A FRAMEWORK FOR QUALITY, QUANTITY, AND PRICE.

ITEM DESCRIPTIONS FROM COMMERICAL SOURCES WILL BE AS OUTLINED IN MIL-STD-606.

SIZE CODING MEANS WILL BE AS OUTLINED IN MIL-STD-105.


THESE DOCUMENTS THAT IDENTIFY THE CLASSIFICATION OF CHARACTERISTICS AS CRITICAL, MAJOR, AND MINOR, SHALL HAVE

CONTINUED ON NEXT PAGE
SECTION B

Index values of 0.10, 1.0, and 4.0 respectively. ASQ H1331 takes precedence over non-government standard ASQ B1.4.

Those specifications, standards, CII's, drawings and QAP's using sampling plans based on zero acceptance are excluded from those requirements, as are those not specifying characteristics as 'critical', 'major', and/or 'minor'.

Quality conformance inspection requirements shall be in accordance with clause 52.246-9064.

CRITICAL APPLICATION ITEM

ADOM ENGINEERING, INC.
GENERAL ELECTRIC COMPANY
WHITCRAFT LLC

I/A/W DRAWING NR 07482 1441M35P01
 bud 1441M35P01
 I/A/W DRAWING NR 07482 1441M35P01
 REPNO AMEND NR 86 DTD 86 MAR 04
 TYPE NUMBER: 1441M35P01
 I/A/W DRAWING NR 07482 1441M35P01
 REPNO AMEND NR 16 DTD 16 MAR 04
 TYPE NUMBER: 1441M35P01
 I/A/W DRAWING NR 07482 1441M35P01
 REPNO AMEND NR S3 DTD 03 JUN 04
 TYPE NUMBER: 1441M35P01

CONTINUED ON NEXT PAGE
SECTION B

PACKING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PREV MTED = 1; CING/DRY = 1; PREV MAT = 00;
WRAP MAT = 06; CUSH/DUNN MAT = 00; CUSH/DUNN THICKNESS = 0;
UNIT CONT = 10; OPI = 0;
INTERMEDIATE CONT = 10; INTERMEDIATE CONT QTY = AAA;
PACK CODE = U;
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 -
PALLETTIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV B
DATED 8183

For all shipments of packaged material to the government,
which includes either Depot (DLA-Direct) or DVD (Customer-
Direct) shipments, both DoD linear and two-dimensional (2D)
bar code markings are required on Military Shipping Labels
in accordance with MIL-STD-129, Revision F, dated December
15, 2002 (see DLAD 52.211-9010(D) for exceptions to the
requirement for MIL and 2D symbols). See the packaging
web site identified in DLAD 52.211-9010(E) for the notices to
MIL-STD-129P that apply. 2D Data Matrix shall be
in accordance with ID6/IEC 1646, IEC/ISO 1541:2000 (M10.6.3)
and DoD 4506.9-R. MIL linear (code 3) bar coding shall be in accordance with.
Label stock quality shall meet MIL-R-26315. Print
quality shall meet ANSI M10.6.3. For applicable 2D and/or linear
labels shall meet additional linear
M221.9-9010(C). Except for
(2C), which must always
Label, when the contract
defined in MIL-STD-
from the Administrator
not required as
left blank. 2C
and MIL-STD-
PARCEL POST

SW211
DLA DISTRIBUTION
3301 P AVE C
TINKER AFB OK US

CONTINUED ON NEXT PAGE
**SECTION B**

**SHIPPING ADDRESS**
SW1211
DLA DISTRIBUTION DEPOT OKLAHOMA
3301 P AVE CEN HBC BLDG 506 DR 22
TINKER AFB OK 73145-8000
US

---

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<th>UNIT PRICE</th>
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<td>9906</td>
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<td>1</td>
<td>TE</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

**120 DAYS**

The quantity ‘1 TE’ (test) signifies the test requirement. See FAR 52.209-4 for information concerning the FAT requirement. Offers that do not cite a price for LINE ITEM 9906 shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for LINE ITEM 9906.

**CONTINUED ON NEXT PAGE**
CONTINUATION SHEET

SMP5E9-13-Q-9410
Calculation Number:
Page 10 of 19

The following are excluded from the requirements of Paragraph (b)(3) of this clause:
1. Shipments of bulk commodities.
2. Shipments to locations other than defense distribution depots when the contract includes the clause at FAR 52.213-1, Fast payment procedures.
3. The contractor shall:
   a. Ensure that the data encoded on each passive RFID tag is globally unique (i.e., the tag ID is never repeated across tags or on the same tag and conforms to the requirements in paragraph (a) of this clause),
   b. Use passive tags that are readable, and
   c. Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (section 4.9.2) tag placement specification.
4. The data syntax and standards. The contractor shall encode an approved RFID tag using the instructions provided in the RFC 3746 and 3747 standards.
5. If the contractor is in possession of an AF Serial Number System Code, subscriber and possesses a unique AF Serial Number System Code, the contractor may use the AF Serial Number System Code as described in the most recent AF Serial Number System Code table and standards.

The contractor shall use the previously assigned commercial and government entity (CGE) code and shall use the common alpha-numeric code for the selected commercial entity (contractor) and the common transmission identifier (system) located at http://www.acq.osd.mil/log/rtf/td and that this is acceptable.

When the contractor chooses to use the non-identifying data, the contractor shall use the previously assigned commercial and government entity (CGE) code and shall use the common alpha-numeric code for the selected commercial entity (contractor) and the common transmission identifier (system) located at http://www.acq.osd.mil/log/rtf/td and that this is acceptable.

SECTION A

a. Part number (p/n) changes. Part number changes are acceptable only when the follower completes the following verification:
   1. The follower will request the information from the contractor.
   2. The follower will do the request in the manner requested by the follower.
   3. The follower will do the request in the manner requested by the follower.
   4. The follower will do the request in the manner requested by the follower.

SECTION OF SUPPLIERS - FIXED-PRICE

Title number data tailoring

Continued on next page
<table>
<thead>
<tr>
<th>CONTINUATION SHEET</th>
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</table>

<table>
<thead>
<tr>
<th>B50C01 52.246-9001 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS (NOV 2011) DLAD</th>
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<table>
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<tr>
<th>B50C02 52.246-9003 MEASURING AND TEST EQUIPMENT (NOV 2011) DLAD</th>
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<tr>
<th>B50C06 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD</th>
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**Section F**

<table>
<thead>
<tr>
<th>F13006 52.211-16 VARIATION IN QUANTITY (APR 1984) PAR</th>
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<table>
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<tr>
<th>(b) permissible variation shall be limited to:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>0.0 % (percent) increase 0.0 % (percent) decrease</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>This increase or decrease shall apply to the quantity at the time of delivery at the sub-activity, under the conditions of delivery, and if any quantity is shipped with the goods, the quantity shipped is the quantity included in the contract.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>P.O.D. DESTINATION -- EVIDENCE OF COMPLETION (SEP 1989)</th>
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<th>477-58 LOADING, BLOCKING, AND RATING OF CARGO (APR 1984) PAR</th>
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<tr>
<th>52.247-9016 FREE ON BOARD (F.O.B.) DESTINATION TRANSPORTATION (NOV 2011) DLAD</th>
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<table>
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<tr>
<th>54.310 52.247-9030 SHIPPING INSTRUCTIONS FOR DEFENSE LOGISTICS AGENCY (DLA) DIRECT ACQUISITIONS (NOV 2011) DLAD</th>
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<table>
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<tr>
<th>54.304 52.247-9036 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD</th>
</tr>
</thead>
</table>

CONTINUED ON NEXT PAGE
Continuation Sheet

The contractor shall deliver a unit(s) of Lot/Item 1996 within 120 calendar days from the date of this contract to the government at 8000-000 (FIRST ARTICLES) using the testing requirements specified elsewhere in this contract.

The contractor shall notify the government, in writing, of the condition of the first article units. The government may require all of the conditions and specifications of the first article units as required by the government. The first article units shall be used to manufacture the production units.

The contractor shall provide all facilities, equipment, and personnel required to perform the examination and evaluation of the first article units. The government shall conduct all tests at the contractor's plant. The contractor shall provide the reports and drawings for the first article units. The government shall approve the contractor's facility in accordance with the testing requirements of this contract.

The contractor shall provide all facilities, equipment, and personnel required to perform the examination and evaluation of the first article units. The contractor shall provide all reports and drawings for the first article units. The contractor shall provide all of the facilities, equipment, and personnel required to perform the examination and evaluation of the first article units. The contractor shall provide all reports and drawings for the first article units. The contractor shall provide all of the facilities, equipment, and personnel required to perform the examination and evaluation of the first article units. The contractor shall provide all reports and drawings for the first article units. The contractor shall provide all of the facilities, equipment, and personnel required to perform the examination and evaluation of the first article units. The contractor shall provide all reports and drawings for the first article units.
<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Contract Number</td>
<td>[Vendor Fill-In]</td>
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<tr>
<td>Contract Date (Month/Year)</td>
<td>[Vendor Fill-In]</td>
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<tr>
<td>Other Source</td>
<td>[Vendor Fill-In]</td>
</tr>
<tr>
<td>Address</td>
<td>[Vendor Fill-In]</td>
</tr>
<tr>
<td>Rate Acquired (Month/Year)</td>
<td>[Vendor Fill-In]</td>
</tr>
</tbody>
</table>

For material, please fill in the following:

- If the material has been altered or modified, [Vendor Fill-In] whether or not it is reconditioned.
- If the material has been reconditioned, [Vendor Fill-In] whether or not it is resressed.
- If the material is in its original package, [Vendor Fill-In] whether or not it is ressembled.
- If the material has been ressembled, [Vendor Fill-In] whether or not it has been ressembled.
- If the material contains any reconditioned components, [Vendor Fill-In] whether or not it has been ressembled.
- If the material has data plates attached, [Vendor Fill-In] whether or not it has been ressembled.
- If the material must state all information contained therein, [Vendor Fill-In] whether or not it has been ressembled.
- If the material contains any non-reconditioned components, [Vendor Fill-In] whether or not it has been ressembled.

Please provide the following information:

- Contract Number: [Vendor Fill-In]
- Cage Code: [Vendor Fill-In]
- Part Number: [Vendor Fill-In]

Other information to note:

- The offeror has supplied the same material (national stock number) to the government before. [Vendor Fill-In]
- The material being offered is from the same government contract number as that provided previously. [Vendor Fill-In]
- The material is manufactured in accordance with a specification or drawing. [Vendor Fill-In]
(vendor fill-in)

(i) this clause only applies to offers of government surplus material, offers of commercial surplus material, undelivered 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 52.217-900.

- - -

131A02 52.211-9002 PRIORITY RATING (NOV 2011) DLAD
131A08 52.211-9014 CONTRACTOR RETENTION OF TRACIBILITY DOCUMENTATION (NOV 2012) DLAD
131A14 52.211-9002 NOTIFICATION TO GOVERNMENT OF CONTRACTED PRODUCTION FAIL-OF-TRY (NOV 2011) DLAD
131A05 52.215-8 ORDERS OF PRECEDENCE -- UNIFORM CONTRACT PROVISION (OCT 1977) FAR
131A96 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) FAR
131A31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APS 2012) FAR

- - -

(ii) if the contractor does not have representations and certifications in oeca for the main code applicable to this contract, the contractor is required to update the following representation and submit it to the contracting office, along with the contract number and the data on which the representation was completed.

The contractor represents that it is ( ) is not a small business's concern under subcontract assigned to contractor number ____________________________ and insert authorized signer's name and title:

name: ____________________________

title: ____________________________

132A15 52.232-15 CHILD LABOR - COOPERATION WITH AUTHORITY AND REMEDIES (MAR 2000) FAR
132A19 52.232-20 WAIVER-EXEMPTION PUBLIC CONTRACTS ACT (OCT 2010) FAR
132A17 52.232-21 PROHIBITION OF SEGREGATED FACILITIES (JUN 1990) FAR
132A18 52.232-24 EQUAL OPPORTUNITY (MAR 2007) FAR
132A24 52.232-36 AFFIRMATIVE ACTION FOR VETERANS AND DISABILITIES (OCT 2010) FAR
132A35 52.232-50 COMBATING TRAFFICKING IN PERSONS ACT (JUN 2009) FAR
132A39 52.232-15 RESCINDING CONTRACTOR POLICIES TEXT MESSENGING MILK DRIVERS (MAR 2011) FAR
132A04 52.235-13 RESTRICTIONS ON CERTAIN FOREIGN BUSINESS ASSOCIATES (MAR 2009) FAR
132A05 52.235-7001 BONDED AND BALANCE OF PAYMENTS PROGRAM (JUN 2012) DFARS
132A02 52.235-7002 QUALIFIED CONTRACT SOURCES AS SUBSTITUTE SOURCES (JUN 2012) DFARS
132A41 52.232-51 PAYMENTS (JUN 1994) FAR
132A17 52.232-3 DISCOUNTS FOR PREPAYMENT (SEP 2002) FAR
132A18 52.232-10 EXTRA (JUN 1994) FAR

CONTINUED ON NEXT PAGE

131A09 52.232-23 AMMENDMENT OF CLAIM (MAR 1991) FAR
132A32 52.232-25 PREPAYMENT (OCT 2008) FAR
131A20 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR PAYMENT SYSTEM (OCT 2003) FAR
132A5 52.232-201 ELECTRONIC PAYMENT OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) FAR
131A21 52.232-7010 EVENT CONTRACT PAYMENTS DFARS (OCT 2006)
132A12 52.232-59 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (EQUIPMENT) DFARS 2012-00614

This clause implements the temporary policy provided by new policy memorandum 6-12-16, providing prompt payment to small business subcontractors, dated July 1, 2012.

(a) upon receipt of accelerated payments from the government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the subcontractor.

(b) include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) the acceleration of payments under this clause does not provide any new rights under the prompt payment act.

131A04 52.232-501 CONSTRUCTION OF PAYMENTS TO SMALL BUSINESS (JUN 2012) FAR

In order to implement the department of defense policy providing for accelerated payments to small businesses, the government may issue awards that reflect payment terms of not 30 days, regardless of the payment terms reflected by the vendor. This is required so that the government can make accelerated payments to small businesses, which it intends to do in accordance with defense military acquisition regulation supplement (dmas) 212.306(a) which, in contracts or orders, for which the procedures do not apply, in accordance with practical following receipt of a proper invoice and acceptance, as required by payment by federal acquisition regulation (fars) 23.206-10 as set out in the contract. 32.9

SAMPLE COPY
CONTRACTION SHEET

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16002 12.246-9001 EXCLUSION FROM VALUE ENGINEERING (NOV 2010) FAR
16003 12.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (DEC 1984) FAR
16004 12.250-8 TERMINATION FOR DEFAULT (FIXED-PRICE AND SERVICE) (APR 1984) FAR
15205 12.252-2 CLAIMS INCURRED BY REFERENCE (FEB 1986) 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):

Fax: http://acquisition.gov/comp/far/loads/more.html

Email: http://www.acq.osd.mil/dpap/dars/dartspg/current/index.html

CLASS DEVIATIONS:
http://www.acq.osd.mil/dpap/dars/class_deviations.html


152A5 12.252-6 AUTHORIZED DEVIATIONS TO CLAUSES (JAN 1984) FAR

(a) the use of this solicitation or contract with any federal acquisition regulation (48 cfr chapters) 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 sox far supplement (news:). (48 cfr chapter 3) clause with an authorized deviation is indicated by the addition of ‘(deviation)’ after the name of the regulation.

155A5 12.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

SECTION X

155A5 12.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIERS (NOV 1987) FAR

As offers may be invited to state an opinion on the quantity of supplies or 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 )

OFFEROR RECOMMENDATION

ITEM

PRICE QUOTATION

TOTAL

Vendor ( Fill-In )

Vendor ( Fill-In )

Vendor ( Fill-In )

SECTION L

155A5 12.235-18 PLACE OF MANUFACTURE (SEP 2000) FAR

(a) definitions: as used in this clause:

Manufactured product: any product in process (e.g., an intermediate product) that is subject to the requirements of paragraphs (b) and (c) of this solicitation.

Product: a product that is not a manufactured product.

(b) requirements:

In determining which type of product to indicate:

1. PSC 2219, manufactured wood materials;
2. PSC 2220, manufactured wood materials, and;
3. PSC 2240, miscellaneous wood products, unclassified;
4. PSC 2241, miscellaneous wood products, classified;
5. PSC 2242, miscellaneous wood products, classified.

Place of manufacture: for the product(s) as indicated.
<table>
<thead>
<tr>
<th>Calculation Number: SPM5E9-13-Q-0419</th>
<th>PAGE OF PAGES</th>
<th>18</th>
<th>19</th>
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</thead>
</table>

### Superceding Part Number - Applies to Claim(s):

- Previously-Approved Product - Applies to Claim(s):
  - (Vendor PII-1)
  - (Vendor PII-1)
  - (Vendor PII-1)

### B-Z Number

- B-Z Number (vendor PII-1)
- B-Z Number (vendor PII-1)

### Contract/Solicitation Number

- Contract/Solicitation Number (vendor PII-1)
- Contract/Solicitation Number (vendor PII-1)

---

**11202 52.217-6.003 MANUFACTURING OR PRODUCTION INFORMATION (NOV 2011) DLAD**

**13301 52.233-0.000 AGENT PROTECTS (NOV 2011) DLAD**

**15201 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JAN 2009) DLAD**

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 them fully 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 substituting 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):


**15202 52.252-5 AUTHORIZED DEVIATIONS OR PROVISIONS (FEB 1984) FAR**

- In this solicitation, any federal acquisition regulation (e.g., FAR chapter 1) provision with an authorized deviation is indicated by the addition of "(deviation)" after the date of the provision.
- In this solicitation, any DOD FAR supplement (e.g., FAR chapter 2) provision with an authorized deviation is indicated by the addition of "(deviation)" after the name of the regulation.

### SECTION A

**15202 52.209-8.056 EVALUATION OF OFFERS - FIRST ACQUISITION TESTING (MAR 2009) DLAD**

The costs to the government for first article testing shall be a factor in evaluating offers. The government’s testing cost will be added to the offer price of the applicable item. Unless cited elsewhere in this solicitation, the testing cost is shown below:

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<thead>
<tr>
<th>Item</th>
<th>Government Testing Cost</th>
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**MIL-STD-3003 52.211-9.000 PROCUREMENT OF OFFICES OF GOVERNMENT SUPPLY MATERIAL (SEP 2008) DLAD**

- Item | Description (Nov 2013) | Unit Price (Vendor PII-1) |
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<tbody>
<tr>
<td>1000</td>
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**MIL-STD-3003 52.211-9.011 BUSINESS SYSTEMS MODERNIZATION (BEM) DELIVERY TIMES AND EVALUATION (MAY 2006) DLAD**

- Item | Description (May 2011) | Unit Price (Vendor PII-1) |
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**MIL-STD-3003 52.211-9.000 REQUIREMENTS FOR QUANTITY RECOMMENDATIONS OR BUNDLES (SEP 2006) DLAD**

- Item | Description (July 2012) | Unit Price (Vendor PII-1) |
<table>
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<tbody>
<tr>
<td>1000</td>
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</tbody>
</table>

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**MIL-STD-3003 52.215-9.006 EVALUATION AND AWARD (JULY 2012) DLAD AVIATION**

1. **Awards.** 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.

2. **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 less important.
- Approximately equal cost or price.
- Significantly less important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes less important.

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**CONTINUED ON NEXT PAGE**
CONTINUATION SHEET

State and local government or 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. Offerers electing to submit this data must furnish at least the following information: name and address of the contracting entity, the contract number, award and/or solicitation number, location of the subject items or services provided, two references, with titles and phone number, and any problems encountered and the corrective actions taken by the offeror.

(iii) 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 past 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. Offerers 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.

(iv) offerors with no past performance history whether internal or external to the federal government, will not be evaluated favorably nor unfavorably.

(b) PAST PERFORMANCE EVALUATION FACTORS. The government will use the past performance evaluation factors marked below in addition to the prices and other evaluation factors specified in the solicitation, unless otherwise indicated. Past performance is significantly more important than other non-price factors, within the past performance subfactors, AASc scores/PRAC assessments (as applicable) will be weighted most heavily, historical quality and delivery schedule compliance (not captured in AASc/PRAC) will be weighted less heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

(x) AASc scores/PRAC assessment

(a) 52.215-9001 ALG 1 EVALUATION AND ANALYSIS

AD19 52.215-9006 ALG 1 EVALUATION AND ANALYSIS

MAY 2006

(6) QUOTE DELIVERY. The government will evaluate offeror's compliance with the delivery schedule specified in the solicitation. Quoting a greater number of days the delivery schedule will result in a lower score than being evaluated less favorably than a quote meeting the regulated delivery schedule. There will be no evaluation preference for earlier delivery which is earlier than the requested delivery schedule.

(7) NON-PRICE FACTORS. Quoted delivery and past performance will be evaluated equally, unless indicated otherwise below.

(i) quoted delivery is weighted more heavily than past performance.

(ii) past performance is weighted more heavily than quoted delivery.