

AWARD/CONTRACT <b>J</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING <b>DOA1</b>	PAGE OF <b>1</b>	PAGES <b>3</b>
	2. CONTRACT (Proc. Inst. Ident.) NO. <b>SP0920-04-C-0351</b>	3. EFFECTIVE DATE <b>2004 MAY 04</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>YPE04040000714</b>	

5. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PCCSCGT (614)692-1078 /FAX: (614)692-6911 E-mail: Sandra.J.Hughes@dla.mil</b>	CODE <b>SP0900</b>	6. ADMINISTERED BY (If other than Item 5) <b>S3309A CMDR DCMC LONG ISLAND 605 STEWART AVE GARDEN CITY LI NY 11530-4761</b>	CODE <b>S3309A</b>
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>GENERAL MICROWAVE CORPORATION A HERLEY COMPANY 425 SMITH STREET FARMINGDALE NY 11735-1106</b>		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
9. DISCOUNT FOR PROMPT PAYMENT <b>NET 30 days</b>		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM <b>12</b>	
11. SHIP TO/MARK FOR <b>See Schedule - Do Not Ship to Address in Block 5</b>	CODE <b>11332</b>	FACILITY CODE	12. PAYMENT WILL BE MADE BY <b>HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T</b>

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) ( <b>2</b> ) <input type="checkbox"/> 41 USC 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA <b>EG: 97X4930 5CE0 001 26.0 S33150</b>
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>See Schedule</b>				

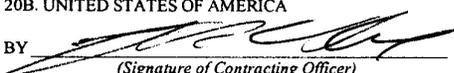
15G. TOTAL AMOUNT OF CONTRACT					<b>\$387215.00</b>
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>1</b>	<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	<b>2</b>	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SP092004RA632</b> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER <b>LISA K. OHL</b>
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19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED <b>4/28/04</b>
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CONTINUATION SHEET

Contract Number:

SP0920-04-C-0351

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SECTION B

PR: YPE04040000714
NSN: 5865-01-178-2734

ITEM DESCRIPTION:

MODULATOR, RADIO TRANSMITTER
CRITICAL APPLICATION ITEM

DRAWING 101008 IS A CLASSIFIED DRAWING. DD 254 APPLIES (ATTACHED)

GENERAL MICROWAVE (11332) P/N 1567B-1 IAW
ITT AVIONICS (28527) P/N 2622566G001 REV M

Table with 7 columns: ITEM, PR, PRLI, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Row 1: 0001, YPE04040000714, 0001, 43, EA, \$9005.00000, \$387215.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNESS = X:
UNIT CONT = D3: OPI = 0:
INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
SUPPLEMENTAL INSTRUCTIONS

NO INFORMATION AVAILABLE AT DSCC TO DETERMINE
IF ITEM IS AN ELECTROSTATIC/ELECTROMAGNETIC
(ES/EM) SENSITIVE DEVICE. IF ITEM IS ES/EM
SENSITIVE, OFFEROR SHALL NOTIFY DSCC-VSP
(DSCC PACKAGING TEAM) IMMEDIATELY AT (614)
692-3345 OR 3757 OR 4227. PACKAGING REQUIREMENTS
SHALL BE IMMEDIATELY REVISED UPON NOTIFICATION.

For all shipments of packaged materiel to the
government, which includes either depot (DLA-
direct) or DVD (customer-direct) shipments, both
DoD linear and 2-D bar code markings are required
on military shipping labels in accordance with
MIL-STD-129, revision P, dated December 15, 2002,

CONTINUED ON NEXT PAGE

SECTION B

PR CONT'D  
 as amended by Change Notice 1, dated January 15, 2004. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2005 MAR 15

PARCEL POST/FREIGHT ADDRESS:

SW3119  
 DEF DIST DEPOT WARNER ROBINS  
 455 BYRON STREET BLDG 376  
 ROBINS AFB GA 31098-1887

NON-MILSTRIP  
PROJ

\*\*\*\*\*



425 Smith Street, Farmingdale, NY 11735-1198  
 (tel) 631.630.2000 (fax) 631.630.2066

FAX TRANSMISSION  
 614-692-6920

April 9, 2004

DLA, Defense Supply Center Columbus  
 3990 East Broad Street  
 Post Office Box 16704  
 Columbus, OH 43216-5010

Attention: Robin D'Angelo/PCCSABW

Your Reference: Solicitation No. SP0920-04-R-A632

Our Reference: MP99050I

Subject: GMC Model 1567B-1

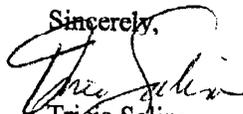
Dear Ms. D'Angelo:

Further to your e-mail dated March 29, 2004, requesting incremental pricing for the above referenced solicitation, Herley Industries dba General Microwave is hereby pleased to offer the following:

<u>Quantity</u>	<u>Unit Price</u>	<u>Delivery</u>
40-50	\$9,005	315 Days ARO
51-60	\$8,845	315 Days ARO
61-75	\$8,730	315 Days ARO

All other terms and conditions remain unchanged as in our offer of March 25, 2004.

Herley Industries looks forward to further supporting the U.S. Government on this and future requirements.

Sincerely,  
  
 Tricia Salina  
 Director of Sales



425 Smith Street, Farmingdale, NY 11735-1198  
(tel) 631.630.2000 (fax) 631.630.2066

FAX TRANSMISSION  
614-692-4275

March 25, 2004

DLA, Defense Supply Center Columbus  
3990 East Broad Street  
Post Office Box 16704  
Columbus, OH 43216-5010

Attention: **BID ROOM**  
Buyer: Robin D'Angelo/PCCSABW

Your Reference: Solicitation No. SP0920-04-R-A632

Our Reference: MP990507

Subject: GMC Model 1567B-1

Dear Ms. D'Angelo:

Attached please find our offer in response to the above referenced solicitation for your review and consideration.

Herley General Microwave looks forward to further supporting the U.S. Government on this and future requirements.

Sincerely,

Barbara Seppala  
Sales Administrator

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<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 15
2. CONTRACT NO.	3. SOLICITATION NO. <b>SP0920-04-R-A632</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>2004 MAR 11</b>	6. REQUISITION/PURCHASE NO. <b>YPE04040000714</b>
7. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>		CODE <b>SP0900</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A2N233) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers - See Block 9</b>	

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

**SOLICITATION**

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

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

10. FOR INFORMATION CALL: ->	A. NAME <b>Robin D'Angelo, PCCSARW</b>	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-7990 / FAX: (614) 692-6920</b>	C. E-MAIL ADDRESS <b>Robin.Dangelo@dlia.mil</b>
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X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	6
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	10
X	D	PACKAGING AND MARKING	5	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	11
X	F	DELIVERIES OR PERFORMANCE	6				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	13
X	H	SPECIAL CONTRACT REQUIREMENTS	6	X	M	EVALUATION FACTORS FOR AWARD	15

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	19. CALENDAR DAYS — %	20. CALENDAR DAYS — %	30. CALENDAR DAYS <b>NET</b> %	CALENDAR DAYS — %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: <b>11332</b> )	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR <b>HERLEY General Microwave 425 Smith Street, Farmingdale, NY 11735-1198</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>Director of Sales FRIONA DALINA</b>
15B. TELEPHONE NO. (Include area code) <b>631-630-2057</b>	17. SIGNATURE <i>[Signature]</i>
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCCESSION ADDRESS IN SCHEDULE <input checked="" type="checkbox"/>	18. OFFER DATE
15D. FAX NO. <b>631-630-2066</b>	15E. E-MAIL ADDRESS <b>Salina.Dgeneralmicrowave.com</b>

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -> ITEM
24. ADMINISTERED BY (If other than Item 7) CC-DE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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

NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

SECTION B

PR: YPE04040000714  
NSN: 5865-01-178-2734

ITEM DESCRIPTION:

MODULATOR, RADIO TRANSMITTER  
CRITICAL APPLICATION ITEM

DRAWING 101008 IS A CLASSIFIED DRAWING. DD 254 APPLIES (ATTACHED)

GENERAL MICROWAVE (11332) P/N 1567B-1 IAW  
ITT AVIONICS (28527) P/N 2622566G001 REV M

Price Break Range:

Qty. _____	10 to _____	EA \$	<u>9,975.</u>
Qty. _____	<u>11</u> to <u>15</u>	EA \$	<u>9,950.</u>
Qty. _____	<u>16</u> to <u>20</u>	EA \$	<u>9,900.</u>
Qty. _____	<u>21</u> to <u>25</u>	EA \$	<u>9,750.</u>
Qty. _____	<u>26</u> to <u>34</u>	EA \$	<u>9,600.</u>
Qty. _____	35 to 39	EA \$	<u>9,100.</u>

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPE04040000714	0001	15	EA	\$ <u>9,950.</u>	\$ <u>149,250.</u>

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

CONTINUED ON NEXT PAGE

*Delivery: 315 DARO*

**HERLEY**  
General Microwave  
425 Smith Street, Farmingdale, NY 11735-1198

## CONTINUATION SHEET

Solicitation Number:

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## SECTION B

## PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
 QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:  
 WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNESS = X:  
 UNIT CONT = D3: OPI = 0:  
 INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:  
 PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

## SUPPLEMENTAL INSTRUCTIONS

NO INFORMATION AVAILABLE AT DSCC TO DETERMINE  
 IF ITEM IS AN ELECTROSTATIC/ELECTROMAGNETIC  
 (ES/EM) SENSITIVE DEVICE. IF ITEM IS ES/EM  
 SENSITIVE, OFFEROR SHALL NOTIFY DSCC-VSP  
 (DSCC PACKAGING TEAM) IMMEDIATELY AT (614)  
 692-3345 OR 3757 OR 4227. PACKAGING REQUIREMENTS  
 SHALL BE IMMEDIATELY REVISED UPON NOTIFICATION.

For all shipments of packaged materiel to the  
 government, which includes either depot (DLA-  
 direct) or DVD (customer-direct) shipments, both  
 DoD linear and 2-D bar code markings are required  
 on military shipping labels in accordance with  
 MIL-STD-129, revision P, dated December 15, 2002,  
 as amended by Change Notice 1, dated January 15,  
 2004. 2-D bar coding shall be in accordance with  
 ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and  
 DoD 4500.9-R. MSL linear (code 3 of 9 or code  
 39) bar coding shall be in accordance with  
 ISO/IEC 16388. MSL label stock quality shall  
 meet MIL-PRF-61002. MSL bar code print quality  
 shall meet ANSI MH10.8-2000 or ANSI X3.182-1990  
 (R2000) for applicable 2-D and/or linear bar  
 codes. All DVD shipments shall meet additional  
 linear bar coding requirements in DLAD 52.211-  
 9008. When the contract/order omits any data  
 element required to be bar-coded, the field shall  
 be zero-filled. These requirements do not apply  
 to delivery orders when the basic contract has  
 not been modified to require MIL-STD-129P. If  
 there are inconsistencies between the schedule  
 and MIL-STD-129P, the schedule takes precedence.

## PARCEL POST/FREIGHT ADDRESS:

SW3119  
 DEF DIST DEPOT WARNER ROBINS  
 455 BYRON STREET BLDG 376  
 ROBINS AFB GA 31098-1887

 **HERLEY**  
 General Microwave  
 425 Smith Street, Farmingdale, NY 11735-1198

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SECTION B

NON-MILSTRIP  
PROJ

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 **HERLEY**  
General Microwave  
425 Smith Street, Farmingdale, NY 11735-1198

**CONTINUATION SHEET**

Solicitation Number:

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

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

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

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

**SECTION B**

**B04D01 52.204-9C03 DSCC WEB SITE (OCT 2002) DSCC**

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://dibbs.dscclia.mil/>. Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>

**SECTION D**

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

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged

material to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear

(Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily

included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When

the contract omits any data element required to be bar-coded, the field should be zero-filled.

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

(d) This clause does not apply to -  
(1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;  
(2) Any item for which ownership remains with the vendor until

the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or

(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.  
In bar code element 2 above, the NSN will appear as a 13-digit

code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction

S9E - Defense Supply Center Columbus - Electronics

S9C - Defense Supply Center Richmond

S9I - Defense Supply Center Philadelphia - General and Industrial

S9T - Defense Supply Center Philadelphia - Clothing and Textiles

S9M - Defense Supply Center Philadelphia - Medical Materiel

S9P - Defense Supply Center Philadelphia - Perishable Subsistence

S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

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

alpha character.

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

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

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

A copy of ISO/IRG-16388 is available from:

The American National Standards Institute

25 West 43rd Street

New York, NY 10036

or through [www.ansi.org](http://www.ansi.org) or [www.iso.ch](http://www.iso.ch).

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

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

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

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, highly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packaged, marked, and labeled in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFMAN 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLA 4145.3. A Shipper's Declaration for Dangerous

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

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

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

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

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

**SECTION E**

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

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

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

Item No. Quantity Date of Contract  
0001 15 90

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

(Any balance shall be delivered at the rate of 10 every  
30 days thereafter.)

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

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

Item No. Quantity Within Days After  
0001 (Vendor Fill-in) 15 Date of Contract  
(Vendor Fill-in) (Vendor Fill-in) 315 DARC

(c) Inspection Points:

SUPPLIES

(X) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s):

(Vendor Fill-in)

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

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

Applicable to CLIN(s):

(Vendor Fill-in)

PACKAGING

( ) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s):

(Vendor Fill-in)

( ) (Vendor Fill-in) Same as above

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

MACPAC (Cage 4L202) (Vendor Fill-in)

578 Oak Street, Copaque (Vendor Fill-in)

NY 11726 (Vendor Fill-in)

Applicable to CLIN(s):

(Vendor Fill-in)

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

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

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

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

SECTION F

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

(b) The permissible variation shall be limited to:

00% (Percent) Increase 00% (Percent) Decrease

This increase or decrease shall apply to the quantity at  
the line item level, or for phased delivery at the sub-clin  
level, as designated by item number followed by two alphas,  
i.e. 0001AA. The variation (if any) shall be shipped with  
the quantity for the line item, or for phased delivery the  
quantity specified for each sub-clin. Under no  
circumstances will the contractor ship a variation in  
quantity against any line item/sub-clin other than as  
specified in the delivery schedule.

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

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

REQUIRED DELIVERY SCHEDULE

within Days After

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

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

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

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

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

SECTION H

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

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

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

NONE (Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

SECTION I

I02A01 52.202-1 DEFINITIONS (DEC 2001) FAR

I03A01 52.203-3 GRATUITIES (APRIL 1984) FAR

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

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

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

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

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

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

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

I04A01 52.204-2 SECURITY REQUIREMENTS (AUG 1996)  
FAR

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I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR  
 I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003) FAR  
 I04B01 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991) DFARS  
 I04B02 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) DFARS  
 I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS  
 I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS  
 I04B05 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001) DFARS  
 I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR  
 I09B01 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) DFARS  
 I09B02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS  
 I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR  
 I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR  
 I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) DFARS

SFI Process: \_\_\_\_\_ (Vendor Fill-in)  
 Facility: \_\_\_\_\_ (Vendor Fill-in)  
 Military or Federal Specification or Standard: \_\_\_\_\_ (Vendor Fill-in)

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

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

(c) With respect to the surplus material being offered, the Offeror represents that:  
 (1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. ( ) Yes ( ) No (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government entity (CAGE) code and part number, specification, etc.). ( ) Yes ( ) No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited. ( ) Yes ( ) No ( ) Unknown (Vendor Fill-in). If no, the revision offered does not affect form, fit, function, or interface. ( ) Yes ( ) No ( ) Unknown. The material was manufactured by:  
 Name \_\_\_\_\_ (Vendor Fill-in)  
 Address \_\_\_\_\_ (Vendor Fill-in)  
 \_\_\_\_\_ (Vendor Fill-in)

(2) The Offeror currently possesses the material. ( ) Yes ( ) No. If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. ( ) Yes ( ) No. If yes, provide the information below:  
 Government Selling Agency \_\_\_\_\_ (Vendor Fill-in)

Contract Number \_\_\_\_\_ (Vendor Fill-in)  
 Contract Date (Month/Year) \_\_\_\_\_ (Vendor Fill-in)  
 Other Source \_\_\_\_\_ (Vendor Fill-in)  
 Address \_\_\_\_\_ (Vendor Fill-in)  
 Date Acquired (Month/Year) \_\_\_\_\_ (Vendor Fill-in)

(3) The material has been altered or modified. ( ) Yes ( ) No (Vendor Fill-in)  
 If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. ( ) Yes ( ) No (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

The material contains cure-dated components. ( ) Yes ( ) No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. ( ) Yes ( ) No (Vendor Fill-in)

(5) The material has data plates attached. ( ) Yes ( ) No (Vendor Fill-in). If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. ( ) Yes ( ) No (Vendor Fill-in). (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number \_\_\_\_\_ (Vendor Fill-in)  
 NSN \_\_\_\_\_ (Vendor Fill-in)  
 Cage Code \_\_\_\_\_ (Vendor Fill-in)  
 Part Number \_\_\_\_\_ (Vendor Fill-in)  
 Other Markings/Data \_\_\_\_\_ (Vendor Fill-in)

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. ( ) Yes ( ) No (Vendor Fill-in). If yes, (i) the material being offered is from the same original Government contract number as that provided previously. ( ) Yes ( ) No; and (ii) state below the Government Agency and contract number under which the material was previously provided:  
 Agency/Contract Number \_\_\_\_\_ (Vendor Fill-in)

(8) The material is manufactured in accordance with a specification or drawing. ( ) Yes ( ) No. If yes, (i) the specification/drawing is in the possession of the Offeror. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)  
 Specification/Drawing Number \_\_\_\_\_ (Vendor Fill-in)  
 Revision (if any) \_\_\_\_\_ (Vendor Fill-in)  
 Date \_\_\_\_\_ (Vendor Fill-in)

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. ( ) Yes ( ) No. If yes, (i) Material has been re-preserved. ( ) Yes ( ) No (Vendor Fill-in); (ii) Material has been repackaged. ( ) Yes ( ) No (Vendor Fill-in); (iii) Percentage of material that has been inspected is \_\_\_\_\_ % (Vendor Fill-in) and/or number of items inspected is \_\_\_\_\_ (Vendor Fill-in); and (iv) a written report was prepared. ( ) Yes ( ) No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)

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(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

( ) (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.  
( ) (Vendor Fill-in) For DRMS Commercial Venture (CV) sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

( ) (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.  
( ) (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

( ) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. ( ) Yes ( ) No.

( ) (Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

N/A  
(Vendor Fill-in)  
Vendor Fill-in

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

- I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD
- I15A01 52.215-2 AUDIT AND RECORDS NEGOTIATION (JUN 1999) FAR
- I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR
- I15A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR
- I15D01 52.215-9C04 PRODUCTION FACILITY CHANGES (APR 1985) DSCC
- I19A10 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000) FAR
- I19A18 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999) FAR
- I22A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR
- I22A03 52.222-3 CONVICT LABOR (JUN 2003) FAR
- I22A04 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000) FAR
- I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004) FAR
- I22A16 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996) FAR
- I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FAR 1999) FAR

- I22A18 52.222-26 EQUAL OPPORTUNITY (APR 2002) FAR
- I22A21 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR
- I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR
- I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR
- I22A26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR
- I23A01 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

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

Material NONE (Vendor Fill-in) (If none, insert 'None')  
Identification No. NONE (Vendor Fill-in)

- I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR
- I23A06 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) FAR

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

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

(2) Submit this estimate to

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

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

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_

(Vendor Fill-in), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

- I23A11 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (JUN 2003) FAR
- I23B03 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS
- I23B04 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) DFARS
- I23C01 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD
- I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) FAR
- I25B04 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002) DFARS

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I25B05 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC  
COMMODITIES (FEB 2003) DFARS

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

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

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

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

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

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

(8) Canvas products.

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

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply-

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

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

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

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

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

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

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

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

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

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

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

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

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

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

I25B22 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES  
(APR 2003) DFARS

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

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

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

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

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A19 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR  
I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

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

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

I32B07 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS)  
(JUN 1997) DFARS

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

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

I33B01 252.233-7001 CHOICE OF LAW (OVERSEAS)  
(JUN 1997) DFARS

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

(c) If you wish to opt out of this clause, check here  
( ) (Vendor Fill-in).

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

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

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

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

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

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

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

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

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
(APR 2003) FAR

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

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

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

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

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Transportation is for the

'(DEVIATION)' after the name of the regulation.

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

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

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

SECTION J

Transportation is for the

J15D01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

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

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

This may be confirmed by contacting

ATCH. FM NO.	NAME	DATE
(X) DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
(X) SF 33	Solicitation, Offer and Award	Rev 4-85
(X) ---	Section B	---
(X) ---	Sections C through M	---
( ) ---	Interim Amend. No.	---
( ) ---	Quality Assurance Provision (QAP) No.	---
( ) SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
( ) DSCC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73
( ) Form CASB-CMF	Facilities Capital Cost of Money Factors	---
( ) DD Form 1861	Contract Facilities Capital Cost of Money	APR 95
( )		
( )		
( )		
( ) DD FM 1423	Contract Data Requirement List EXHIBIT No.	JUN 90
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	
---	EXHIBIT No.	
(X) DD FM 264	Contract Security Classification Specification	DEC 99

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

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

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

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

I48A01 52.248-1 VALUE ENGINEERING (FEB 2030) FAR

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

I49A01 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

I49A03 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) FAR

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

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

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

The Contractor and the Government expressly agree that, in addition to any excess costs or repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2949.00 as payment in full for the administrative costs of such repurchase.

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

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

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

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

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

CONTINUED ON NEXT PAGE



**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the DoD Industrial Security Manual apply  
to all security aspects of this effort.)*

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY CLEARANCE REQUIRED

**CONFIDENTIAL**

b. LEVEL OF SAFEGUARDING REQUIRED

**CONFIDENTIAL**

**2. THIS SPECIFICATION IS FOR: (X and complete as applicable)**

X a. PRIME CONTRACT NUMBER  
SP0920-04-C-0351

b. SUBCONTRACT NUMBER

X c. SOLICITATION OR OTHER NUMBER  
SP0920-04-R-A632

DUE DATE (YYYYMMDD)

**3. THIS SPECIFICATION IS: (X and complete as applicable)**

a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD)

X b. REVISED (Supersedes all previous specs) REVISION NO. **4** DATE (YYYYMMDD)  
**2004-02-04**

c. FINAL (Complete Item 5 in all cases) DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?  YES  NO. If Yes, complete the following:  
Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?  YES  NO. If Yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_, retention of the classified material is authorized for the period of \_\_\_\_\_

6. CONTRACTOR (include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE <b>General Microwave 425 Smith St. Farmingdale, NY 11735-1198</b>	b. CAGE CODE <b>11332</b>	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) <b>Defense Security Service 1600 Stewart Ave. Ste 220 Westbury, NY 11590-6611</b>
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE <b>Same as Block 6</b>	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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8. ACTUAL PERFORMANCE

a. LOCATION <b>Same as Block 6</b>	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

<b>MODULATOR, RADIO TRANSMITTER NSN: 5865-01-178-2734</b>	<b>ITT AVIONICS (28527) P/N 2622566G001</b>
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10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/>	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	l. OTHER (Specify)		
k. OTHER (Specify)					

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (Specify)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

DECLASSIFICATION DATE: OADR  
The frequency listed on ITT Avionics drawing 101008 is classified "CONFIDENTIAL"

"Any classified information generated in performance of this subcontract shall be classified according to the markings shown on the source material."

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
LISA K. OHL	Contracting Officer	614-692-7826

d. ADDRESS (include Zip Code)

3990 E. Broad Street  
Columbus, OH 43213

e. SIGNATURE

17. REQUIRED DISTRIBUTION

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR   |
| <input type="checkbox"/>            | b. SUBCONTRACTOR  |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
| <input type="checkbox"/>            | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input type="checkbox"/>            | f. OTHERS AS NECESSARY  |