

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA7	PAGE OF 1	PAGES 6
2. CONTRACT (Proc. Inst. Ident.) NO. SP0905-04-C-0195		3. EFFECTIVE DATE 2004 SEP 07	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPE0321000242		
5. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PAABCAG (614)692-2945 /FAX: (614)692-1238 E-mail: Ellen.L.Williams@dla.mil		CODE SP0900	6. ADMINISTERED BY (If other than Item 5) S3309A CMDR DCMC LONG ISLAND 605 STEWART AVE GARDEN CITY LI NY 11530-4761		CODE S3309A
Criticality: B			PAS: None		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) RODELCO ELECTRONICS CORP 111 HAYNES CT RONKONKOMA NY 11779-7221		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM 12

CODE 59926	FACILITY CODE	11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5	12. PAYMENT WILL BE MADE BY HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA EG: 97X4930 5CE0 001 26.0 S33150
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				

15G. TOTAL AMOUNT OF CONTRACT **\$227620.00**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COST	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	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.)	<input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP090504RA347 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. <i>* Contractor's letters dtd 7/19/04; 8/1/04 + 9/2/04</i>
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19A. NAME AND TITLE OF SIGNER (Type or print)	19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20A. NAME OF CONTRACTING OFFICER LISA SPANG	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED SEP 03 2004
	BY _____ (Signature of person authorized to sign)		BY <i>[Signature]</i> (Signature of Contracting Officer)		

CONTINUATION SHEET

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SECTION B

PR: YPE03210000242
NSN: 5865-00-162-7967

ITEM DESCRIPTION:

MODULATOR, DUAL, COAX

BID SET AVAILABLE

FULL AND OPEN COMPETITION APPLIES.

I-4 THE GOVERNMENT RESERVES THE RIGHT TO WAIVE THE REQUIREMENTS FOR FIRST ARTICLE TESTING FOR THOSE OFFERORS OF A PRODUCT WHICH HAS PREVIOUSLY MET THE PREPRODUCTION TESTING REQUIREMENTS, BEEN ACCEPTED BY THE GOVERNMENT AND HAS NOT BEEN FOUND TO BE UNSATISFACTORY.

DLAD 52.246-9004, PRODUCT VERIFICATION TESTING, APPLIES. THIS CLAUSE IS A GOVERNMENT OPTION THAT CAN ONLY BE INVOKED UPON THE COGNIZANT CONTRACT ADMINISTRATION OFFICE NOTIFYING THE CONTRACTOR THAT PVT SAMPLES ARE TO BE SELECTED.

FIRST ARTICLE TESTING IS REQUIRED IAW WESTINGHOUSE ELECT CORP DWG 578R568 AND ALL ASSOCIATED DRAWINGS. THE CONTRACTOR IS REQUIRED TO SUBMIT A TEST PLAN FOR FIRST ARTICLE UNITS AND ACCEPTANCE PROCEDURES FOR ALL PRODUCTION UNITS. THIS PLAN SHALL BE APPROVED BY WR-ALC-LNEXP PRIOR TO TESTING OF THE FAT. THE TEST PLANS SHALL BE SENT TO DIRECTLY TO WR-ALC/LNEXP FOR APPROVAL

ACCEPTANCE TESTING
ACCEPTANCE TESTING FOR PRODUCTION UNITS WILL BE IAW THE GOVERNMENT APPROVED ATP PROCEEDURE.

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 97942 577R631
REFNO DTD 1963 NOV 02
AMEND NR AD DTD 1989 OCT 25
TYPE NUMBER: 577631H18
SELECTED ITEM

I/A/W DRAWING NR 97942 578R568
BASIC DTD 1971 MAR 18
AMEND NR AB DTD 1977 MAR 19
TYPE NUMBER: 577R568H02
SELECTED ITEM

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SECTION B

I/A/W DRAWING NR 97942 580R100
 REFNO DTD 1966 MAY 05
 AMEND NR H DTD 1981 MAY 09
 TYPE NUMBER:
 SPECIFICATION CONTROL

I/A/W DRAWING NR 97942 PDS21763
 REFNO DTD 1971 JUL 09
 AMEND NR A DTD 1980 APR 16
 TYPE NUMBER:
 SPECIFICATION

I/A/W DRAWING NR 97942 PDS21810
 REFNO DTD 1971 AUG 10
 AMEND NR C DTD 1973 MAR 23
 TYPE NUMBER:
 SPECIFICATION

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPE03210000242	0001	54	EA	\$2340.00000	\$126360.00

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 = GX: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
 UNIT CONT = D3: OPI = M:
 INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 39 - MIL-STD-129 ESD SENS ELEC DEV RQMT APPLY

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with

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SECTION B

PR CONT'D
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 OCT 12

PARCEL POST ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS:

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	YPE03210000242	0002	39	EA	\$2340.00000	\$91260.00

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

PREP FOR DELIVERY

CONTINUED ON NEXT PAGE

1000

1000

1000

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Contract Number:

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SECTION B

PR CONT'D

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

DELIVER FOB: DESTINATION BY: 2005 OCT 12

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95304-5000

NON-MILSTRIP
PROJ

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9907 Contractor First Article Test (FAT) 1 240 DAYS	1	TE	\$10000.00	\$10000.00

The quantity '1 TE' (test) signifies the test requirement. See clauses I09A03 and I09D04 for information concerning the FAT requirement and test report. Offers that do not cite a price for LINE ITEM 9907 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 9907.

Spang, Lisa A (DSCC)

From: mrodgers@rodelco-usa.com
Sent: Thursday, September 02, 2004 1:41 PM
To: Spang, Lisa A (DSCC)
Cc: #Rodelco Electronics
Subject: SPO905-04-R-A347

Lisa,

As discussed please accept this email as authority to extend the validity of our bid proposal on solicitation SPO905-04-R-A347 for an additional ten days from now.

If you have any questions please contact me directly at Rodelco.

Michael J. Rodgers
Rodelco Electronics Corporation
(631) 981-0900 x102
mrodgers@rodelco-usa.com

<http://www.rodelco-usa.com>

Charlton, April R (DSCC)

From: mrodgers@rodelco-usa.com
Sent: Monday, August 09, 2004 9:41 AM
To: Charlton, April R (DSCC)
Cc: #Rodelco Electronics; JoeRodgers@rodelco-usa.com
Subject: SPO905-04-R-A347

April,

We have reviewed the solicitation and in particular the delivery schedule requirements as detailed on page 9 of 21. We would like to confirm our proposed delivery of 240 days after award for FAT (CLIN 9907) and 400 days after award for the quantity of 93 production units with any production balance at a rate of 50 pieces monthly.

If you have any questions please contact me directly at Rodelco.

Michael J. Rodgers
Rodelco Electronics Corporation
(631) 981-0900 x102
mrodgers@rodelco-usa.com

<http://www.rodelco-usa.com>

Charlton, April R (DSCC)

From: chuffmire@rodelco-usa.com
Sent: Monday, July 19, 2004 3:19 PM
To: Charlton, April R (DSCC)
Subject: RE: SP0905-04-R-A347

Cage code 59926. We are a manufacturer.

Cindy

"Charlton,
April R
\(DSCC\)"
<April.Charlton@dla.mil>
07/19/2004
03:20 PM

To: "#Rodelco Electronics"
<chuffmire@rodelco-usa.com>
cc:
Subject: RE: SP0905-04-R-A347

Thanks Cindy!

What cage code are you quoting?
Are you a dealer or manufacturer?

Have a good evening!

April R. Charlton
Contract Specialist
614-692-1302 (w)
614-693-1630 (f)
April.Charlton@dla.mil

-----Original Message-----

From: chuffmire@rodelco-usa.com [mailto:chuffmire@rodelco-usa.com]
Sent: Monday, July 19, 2004 2:39 PM
To: Charlton, April R (DSCC)
Subject: SP0905-04-R-A347

Rodelco Electronics is quoting part number 578R568H02 for solicitation SP0905-04-R-A347.

If you need anything, please do not hesitate to call.

Thank you,

Cindy

Cynthia Huffmire
Rodelco Electronics Corp.
111 Haynes Court
Ronkonkoma, NY 11779
Cage Code: 59926
Tel: 631-981-0900 x110
Fax: 631-981-1792

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) **DOA7** RATING

2. CONTRACT NO. 3. SOLICITATION NO. **SP0905-04-R-A347** 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP)

5. DATE ISSUED **2004 MAY 21** 6. REQUISITION/PURCHASE NO. **YPE03210000242**

7. ISSUED BY **Defense Supply Center Columbus** CODE **SP0900** 8. ADDRESS OFFER TO (If other than Item 7)
Defense Supply Center Columbus
ATTN: DSCC-PBA (Bldg. 20, Room A2N233)
3990 E. Broad St.
P.O. Box 16553
Columbus, OH 43216-5009
For courier service and facsimile numbers - See Block 9

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 hand-carried, 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 JUN 18

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** April Charlton, PCCPA05
B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1302 / FAX: (614)693-1630
C. E-MAIL ADDRESS April.Charlton@dla.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	9
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	13
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	14
X	F	DELIVERIES OR PERFORMANCE	8	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	16
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	17
X	H	SPECIAL CONTRACT REQUIREMENTS	9				

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. 53.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
%	%	NET %	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:)

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR: **RODELCO ELECTRONICS CORP.**
111 HAYNES COURT
RONKONKOMA, N.Y. 11779

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): **MICHAEL J. RODGERS**
CONTRACT ADMINISTRATOR *x102*

17. SIGNATURE: *[Signature]*

18. OFFER DATE: **18 JUN04**

15B. TELEPHONE NO. (Include area code): **(631) 981-0900**

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

15D. FAX NO.: **(631) 981-1792**

15E. E-MAIL ADDRESS:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 41 U.S.C. 2304(e) () 41 U.S.C. 253(a) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

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

FOR FORM (DLA)

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

CONTINUATION SHEET

Solicitation Number:
SPU905-04-R-A347

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SECTION B

PR: YPE03210000242
NSN: 5865-00-162-7967

ITEM DESCRIPTION:
MODULATOR, DUAL, COAX

BID SET AVAILABLE

FULL AND OPEN COMPETITION APPLIES.

I-4 THE GOVERNMENT RESERVES THE RIGHT TO WAIVE THE REQUIREMENTS FOR FIRST ARTICLE TESTING FOR THOSE OFFERORS OF A PRODUCT WHICH HAS PREVIOUSLY MET THE PREPRODUCTION TESTING REQUIREMENTS, BEEN ACCEPTED BY THE GOVERNMENT AND HAS NOT BEEN FOUND TO BE UNSATISFACTORY.

DLAD 52.246-9004, PRODUCT VERIFICATION TESTING, APPLIES. THIS CLAUSE IS A GOVERNMENT OPTION THAT CAN ONLY BE INVOKED UPON THE COGNIZANT CONTRACT ADMINISTRATION OFFICE NOTIFYING THE CONTRACTOR THAT PVT SAMPLES ARE TO BE SELECTED.

FIRST ARTICLE TESTING IS REQUIRED IAW WESTINGHOUSE ELECT CORP DWG 578R568 AND ALL ASSOCIATED DRAWINGS.

THE CONTRACTOR IS REQUIRED TO SUBMIT A TEST PLAN FOR FIRST ARTICLE UNITS AND ACCEPTANCE PROCEDURES FOR ALL PRODUCTION UNITS. THIS PLAN SHALL BE APPROVED BY WR-ALC-LNEXP PRIOR TO TESTING OF THE FAT. THE TEST PLANS SHALL BE SENT TO DIRECTLY TO WR-ALC/LNEXP FOR APPROVAL

ACCEPTANCE TESTING
ACCEPTANCE TESTING FOR PRODUCTION UNITS WILL BE IAW THE GOVERNMENT APPROVED ATP PROCEEDURE.

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 97942 577R631
REFNO DTD 1963 NOV 02
AMEND NR AD DTD 1989 OCT 25
TYPE NUMBER: 577631H18
SELECTED ITEM

I/A/W DRAWING NR 97942 578R568
BASIC DTD 1971 MAR 18
AMEND NR AB DTD 1977 MAR 19
TYPE NUMBER: 577R568E02

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SECTION B

SELECTED ITEM

I/A/W DRAWING NR 97942 580R100
REFNO DTD 1966 MAY 05
AMEND NR H DTD 1981 MAY 09
TYPE NUMBER:
SPECIFICATION CONTROL

I/A/W DRAWING NR 97942 PDS21763
REFNO DTD 1971 JUL 09
AMEND NR A DTD 1980 APR 16
TYPE NUMBER:
SPECIFICATION

I/A/W DRAWING NR 97942 PDS21810
REFNO DTD 1971 AUG 10
AMEND NR C DTD 1973 MAR 23
TYPE NUMBER:
SPECIFICATION

Price Break Range:

Qty.	25 to	50	EA	\$	<u>2460.</u>
Qty.	51 to	100	EA	\$	<u>2340.</u>
Qty.	101 to	150	EA	\$	<u>2325.</u>
Qty.	151 to	200	EA	\$	<u>2315.</u>
Qty.	201 to	250	EA	\$	<u>2280.</u>

<u>ITEM</u>	<u>PR</u>	<u>PLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPR03210000242	0001	54	EA	\$ <u>2340.</u>	\$ <u>126,360.</u>

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

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SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = GX: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = D3: OPI = M:
 INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 39 - MIL-STD-129 ESD SENS ELEC DEV RQMT APPLY

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 ADDRESS:

W25G1U
 XU TRANSPORTATION OFFICER
 DDSP NEW CUMBERLAND FACILITY
 BUILDING MISSION DOOR 113 134
 NEW CUMBERLAND PA 17070-5001

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SECTION B

FREIGHT SHIPPING ADDRESS

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	YPE03210000242	0002	39	EA	\$ 2340.	\$ 91260.

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

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHESE 10 PH 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP
PROC

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SECTION B

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9907		1	TE	\$ 10,000.	\$ 10,000.

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

The quantity '1 TE' (test) signifies the test requirement. See clauses I09A03 and I09D04 for information concerning the FAT requirement and test report. Offers that do not cite a price for LINE ITEM 9907 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 9907.

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED SP090504RA347	PAGE 7 OF 21 PAGES
NAME OF OFFEROR OR CONTRACTOR SECTION B			
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT PRICE AMOUNT

MIPIR/PR NO. YPE03210000242

NSN: 5865-00-162-7967

ITEM DESCRIPTION: Modulator, Dual, Coax

THIS SOLICITATION INCLUDES AN OPTION QUANTITY IN ACCORDANCE WITH CLAUSE 117001. IT CONTAINS MULTIPLE OPTION CONTRACT LINE ITEMS AND EXERCISE PROCS. OFFERORS SHALL INSERT BELOW THE PRICE(S) WHICH MAY BE EXERCISED WITHIN THE SPECIFIED TIME PERIOD AFTER THE AWARD, BUT BEFORE THE EXPIRATION OF THE FULL OPTION PERIOD. A MANDATORY ENTRY IS REQUIRED FOR THE BASIC OPTION QUANTITY AND FOR THE PRICE BREAK OPTION CLIN WHICH WILL BE USED IN EVALUATION OF AWARD. THE AVERAGE PRICE OF THE PRICE BREAK OPTION CLIN WILL BE USED FOR EVALUATION PURPOSES. NOTE: FAILURE TO SUBMIT AN OFFER ON THE BASIC OPTION QUANTITY CLIN AND PRICE BREAK OPTION CLIN MAY RESULT IN REJECTION OF THE BID/OFFER.

For the BASIC OPTION QUANTITY CLIN, please enter the unit price for the option quantity that could be exercised within the full option period:

<u>Option CLIN(s)</u>	<u>Basic Option Quantity</u>	<u>Unit Price</u>	<u>Option Exercised</u>
5001	93	\$ <u>2280.</u>	Within Full Option Period

For the PRICE BREAK OPTION CLIN, please enter the unit price and delivery which would be applicable if the option were exercised within the specified period.

	<u>Price Break Option Quantity</u>	<u>Unit Price</u>	<u>Delivery</u>
5002	25-50	\$ <u>2340.</u>	<u>210</u> Days After Award Date
	51-100	\$ <u>2280.</u>	<u>210</u> Days After Award Date
	101-150	\$ <u>2240.</u>	<u>210</u> Days After Award Date
	151-250	\$ <u>2185.</u>	<u>210.</u> Days After Award Date

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A04D01 52.204-9C05 DSCC MASTER SOLICITATION STATEMENT

Full text of all DLAD/DSCC clauses listed with this individual solicitation are contained in the DSCC Master Solicitation, current version found at http://dabbs.dscs.dia.mil/Reqs/ProvClauses. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at http://www.dia.mil/j-3/j-336/icps.htm

illustrated in Figures 3a and 3b of MIL-STD-129P. The NSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and NSMAAC for the ultimate consignee or mark-for address. The 2-D bar code on the NSL must contain the document (requisition) number, NSN, Routing Identifier Code (RUC), 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 left blank.

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.

(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;

A11D01 52.211-9C41 DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA AND TRACY, CA (OCT 2002) DSCC

It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Preload Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Carriers may experience delays if notification requirements are not made.

(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 (i) pipeline; or (ii) 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.

6066 New Cumberland Facility Phone: 1-800-307-8496 New Cumberland, PA

Defense Distribution Depot San Joaquin Stock, Warehouse 10 - Phone (209) 839-4307 CCR, Warehouse 30 - Phone (209) 839-4518 Tracy, CA

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.

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

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried by Courier service or other means shall be placed in the Bid Box, located at DSCC in the Lobby of Building 20, 3950 E. Broad St., Columbus, OH 43213.

In bar code element 3 above: The RIC for each procuring activity is as follows: SSC - Defense Supply Center Columbus - Construction SPC - Defense Supply Center Columbus - Electronics SSG - Defense Supply Center Richmond SPI - Defense Supply Center Philadelphia General and Industrial SPT - Defense Supply Center Philadelphia Clothing and Textiles SPN - Defense Supply Center Philadelphia Medical Material SPP - Defense Supply Center Philadelphia Perishable

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://dabbs.dscs.dia.mil/Reqs/ProvClauses/ Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at http://www.dia.mil/j-3/j-336/icps.htm

Subsistence SSS - 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. 'A0000000'). NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

SECTION D

D11C04 52.211-9018 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (FEB 2004) DLAD

(a) MIL-STD-129, Revision F, dated December 15, 2002, establishes the requirements 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.

A copy of ISO/IEC-16388 is available from: The American National Standards Institute 25 West 43rd Street New York, NY 10018 or through WWW-ANSI.ORG or www.iso.ch.

(d) The new NSL replaces former DD Form 1347 and is

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, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly

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packaged, marked, and labeled in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM48 24-204/TM 38-150/NAVSUP PUB 505/MCO P6030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous

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

046D03 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 2

204D01 52.204-9C01 RECORDS RETENTION REQUIREMENTS (JUN 1980) DSCC

246A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1995) FAR

246A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

246B01 52.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

246C02 52.246-9003 MEASURING AND TEST EQUIPMENT (JUN 1998) DLAD

246C03 52.246-9004 PRODUCT VERIFICATION TESTING (JUN 1998) DLAD

246D01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001) DSCC

(c) Inspection Points:

SUPPLYING

() (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

() (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)

246D02 52.246-9C02 ACCEPTANCE AT ORIGIN (NOV 1995) DSCC

246D10 52.246-9C10 WARRANTY - ACCEPTANCE OF SUPPLIES (FEB 2004) DSCC

246E13 52.246-9C13 SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999) DSCC

246E29 52.246-9C12 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (FEB 2004) DSCC

246D30 52.246-9C34 MARKING REQUIREMENTS (FEB 2004) DSCC

SECTION 7

F11A05 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.

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F11D20 52.211-9C33 TIME OF DELIVERY (FIRST ARTICLE) (JUL 2002) DSCC

(a) If First Article testing is REQUIRED for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (FAT REQUIRED)

Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
9907	255

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
5865-00-162-7967	93	435
Balance of	at a rate of every	days thereafter.
Balance of	at a rate of every	days thereafter.
Balance of	at a rate of every	days thereafter.

* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause 103a03 or 103a04.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT REQUIRED)

(If no entry, the government's required delivery schedule shall be used)

Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
9917 (Vendor Fill-in)	240 (Vendor Fill-in)
(Vendor Fill-in)	(Vendor Fill-in)
(Vendor Fill-in)	(Vendor Fill-in)

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NSN/ITEM/CLIN	QTY	NO. OF DAYS AFTER DATE OF AWARD*
5865-00-162-7967	93	401
Balance of 50 (Vendor Fill-in)	at a rate of every	(Vendor Fill-in)
(Vendor Fill-in)	days thereafter.	30
Balance of	(Vendor Fill-in) at a rate of every	(Vendor Fill-in)

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(Vendor Fill-in) days thereafter.

Balance of (Vendor Fill-in) at a rate of every (Vendor Fill-in) (Vendor Fill-in) days thereafter. This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT (CLIN(S)). See Clause FAR 52.209-3 or FAR 52.209-4.

(b) IF FIRST article testing is WAIVED for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (FAT WAIVED)

Table with columns: NSN/ITEM/CLIN, QUANTITY, NO. OF DAYS AFTER DATE OF AWARD. Includes rows for Balance of 50 at a rate of every 30 days thereafter.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT WAIVED) (If no entry, government's required delivery schedule shall be used)

Table with columns: NSN/ITEM/CLIN, QTY, NO. OF DAYS AFTER DATE OF AWARD. Includes rows for Balance of (Vendor Fill-in) at a rate of every (Vendor Fill-in) days thereafter.

Table with columns: Item Number, Description, Date, FAR. Includes items like F42A02 STOP-WORK ORDER (AUG 1989), F42A05 GOVERNMENT DELAY OF WORK (APR 1984), F47A03 F.O.B. DESTINATION (NOV 1991), F47A06 F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999), F47A07 CLEARANCE AND DOCUMENTATION REQUIREMENTS -- SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSHIPMENT POINTS (APR 1984), F47A10 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR EQUIPMENTS (APR 1984), F47D01 SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002) DSCC, F47D03 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JAN 2003) DSCC.

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders: (1) DSCC-OT, PO Box 1990, Columbus, OH 43216-5000 Telephone (614) 692-2175 Telephone (614) 692-7018 ('89C' - Construction, Telephone (614) 692-7019 ('89E' - Electronics) (COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-1703/6905. A return fax number should be included in your request. The DSCC Master Solicitation is located at: http://d1ebs.dscoc.dla.mil/rets/provoclausea/.

SECTION K

H33801 252.221-7001 HAZARD WARNING LABELS (DEC 1992) 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 (b) 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.

Table with columns: MATERIAL (If None, Insert 'None'), ACT. Includes a handwritten 'NONE' in the MATERIAL column.

SECTION I

Table with columns: Item Number, Description, Date, FAR. Includes items like 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 1998) 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, I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED OR RECYCLED PAPER (AUG 2000) FAR, I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2004) FAR, I04B02 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) DFARS, I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS, I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS, I09A02 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) FAR, I09A03 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) ALT I (JAN 1997) FAR.

(d) The Contractor shall test 1 unit(s) of Lot/Item MODULATOR, DUAL, COAX, NSN 5805 00-162 79E7 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the CONTRACTOR shall notify the Contracting Officer, in writing of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 30 calendar days from the date of (X) this contract, /or () first delivery order under this contract, to:

(3 Copies) Defense Supply Center Columbus P.O. Box 16704 ATTN: Contracting Officer [see 'Issued By' block on page 1 of award document] Columbus, OH 43216-5010

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(1 Copy) DCMA Administrative Contracting Officer of the Inspection Activity cited in the 'Administered By' block on page 1 of the award document, marked, 'FIRST ARTICLE TEST REPORT: Contract Number Lot/Item No. Within calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the first article. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

109A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR

109B01 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) DFARS

109D02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS

109D04 52.209-9C07 ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (OCT 2001) DACC

1. First Article Testing is required and shall be performed in accordance with: (X) The specifications as found in Section B of the solicitation/award. (X) The following: The contractor is required to submit a test plan for first article units and acceptance procedures for all production units. This plan shall be approved by WK-ALC-LMEX prior to testing to the FAT. and DD Form 1423, Contractor Data Requirements List, as applicable.

5. Disposition of the First Article by the Contractor (applicable if marked): () The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production. () All units of the First Article shall be retained by the Contractor as production standards, and shall not be submitted for acceptance as part of the order quantity. () Other:

() 6. Additional Notes:

111A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

111A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

111B01 252.211-7905 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)

111C01 52.211-5000 GOVERNMENT SURPLUS MATERIAL (APP 2002) OIAD

(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 included 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) NEN (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

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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)

(10) 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.

(11) 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 NSM being acquired, a copy or facsimile of all original package markings

and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. () Yes () No.

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

(Vendor Fill in)

(Vendor Fill in)

(12) 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.

Table with 4 columns: Item Number, Description, FAR Reference, and FAR Reference. Includes items like 111C02, 115A01, 115A05, 115A10, 115A11, 115D01, 117D01, 119A05, 119A10, 122A01, 122A03, 122A04, 122A15, 122A16, 122A17, 122A18, 122A21, 122A22, 122A24, 122A26, 123A01.

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

(If none, insert 'None') Material (Vendor Fill-in)

Identification No. (Vendor Fill in)

123A04 52.223-4 DRUG-FREE WORKPLACE (MAY 2001) FAR

123A05 52.223-5 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) FAR

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

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(2) Submit this estimate to

DEFENSE SUPPLY CENTER COLUMBUS
PO BOX 18700
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 harms 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 2002) FAR

I23B03 252.223-7006 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 2001) FAR

I25B01 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2001) DFARS

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

I25B05 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2001) 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 8485) 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 25.872-1 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 RESTRICTION ON ACQUISITION OF FORGINGS (APR 2001) DFARS

I27A04 52.227-1 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) FAR

I27B18 252.227-7016 DECLARATION OF TECHNICAL DATA COMMUNITY (JAN 1997) DFARS

I29A02 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2001) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

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

I32A07 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A19 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

I32A20 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

ALT I (APR 1984) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2001) FAR

I32A28 52.232-32 PAYMENT BY ELECTRONIC FUNDS TRANSFER -CENTRAL CONTRACTOR REGISTRATION (OCT 2001) FAR

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

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1994) FAR

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

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

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**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)

a. PRIME CONTRACT NUMBER
X SP090504C0195

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER. DUE DATE (YYYYMMDD)

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

a. ORIGINAL (Complete date in all cases) **X** DATE (YYYYMMDD)
2003/08/25

b. REVISED (Supersedes all previous specs) REVISION NO. DATE (YYYYMMDD)

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
RODELCO ELECTRONICS
111 HAYNES CT
RONKONKOMA, NY 11779-7221

b. CAGE CODE
59926

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
Defense Security Service
120 Mineola Blvd.
Suite 430
Mineola, NY 11501-4077

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE
N/A

b. CAGE CODE
N/A

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A

8. ACTUAL PERFORMANCE

a. LOCATION
Same as loc

b. CAGE CODE
59926

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
Same as loc

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

COUPLER ASSY, DUAL MODULATOR
NSN 5865-00-162-7967

WESTINGHOUSE ELECTRIC CORP (97942)
P/N 577R631H02

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.)

Declassified date: OADR.

The Frequency listed on the following drawings are considered "Confidential":
 WESTINGHOUSE ELECTRIC CORP (97942) DWG PDS21722.

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 <i>Lisa Spang</i>	b. TITLE <i>Contracting Officer</i>	c. TELEPHONE (Include Area Code) <i>614-692-7715</i>
d. ADDRESS (Include Zip Code) <i>Defense Supply Center Columbus 3990 E. BROAD STREET Columbus, OH 43216-5000</i>	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" 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 checked="" type="checkbox"/> f. OTHERS AS NECESSARY	
e. SIGNATURE <i>Lisa Spang</i>		

