

AWARD/CONTRACT K		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)	RATING DOA1	PAGE OF 1	PAGES 9
2. CONTRACT (Proc. Inst. Ident.) NO. SP0740-04-D-7878		3. EFFECTIVE DATE 2004 MAR 08	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. IQC03050007004		
5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PAABCAH (614)692-1087 /FAX: (614)692-1238 E-mail: Jackie.Drais@dla.mil		CODE SP0700	6. ADMINISTERED BY (If other than Item 5) S3603A DCMA CLEVELAND ADMIRAL KIDD CENTER 555 EAST 88TH STREET BRATENAHL OHIO 44108-1068		CODE S3603A
			Criticality: To be cited on each order		PAS: WAIVED

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) DONALDSON COMPANY INC. 115 E. STEELS CORNERS ROAD STOW OH 44224-0459		8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input 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

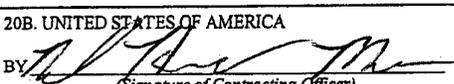
CODE 00736	FACILITY CODE	12. PAYMENT WILL BE MADE BY S33181 DFAS COLUMBUS CENTER ATTN DFAS CO BVDPC/CC CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203 EFT: T	
11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5		CODE	S33181

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA CG: 97X4930 5CC0 001 26.0 S33150 To be furnished on each order	
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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					Estimated \$24773.56

(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	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	9
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	9
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	9	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	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.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP074003R5846 , 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. (and amendments 0001, 0002, 0003)
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER NICOLE HAMMOND MANN	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED 3/8/04

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0740-04-D-7878	PAGE 2 OF 9
NAME OF OFFEROR OR CONTRACTOR		

THE ESTIMATED CONTRACT VALUE FOR THE BASE YEAR IS \$24,783.87.

2910-00-803-9525: FUNDING FOR THE MINIMUM AMOUNT OF \$3,615.00 AND IS CHARGEABLE TO ACCOUNTING AND APPROPRIATION DATA IN BLOCK 14 OF SF26.

CONTRACT WILL BECOME EFFECTIVE ON DATE SHOWN ON SF26, PAGE 1, BLOCK 3 AND IS VALID FOR A DURATION OF ONE YEAR.

THIS IS AN INDEFINITE QUANTITY CONTRACT. DO NOT SHIP ANY SUPPLIES UNTIL DELIVERY ORDERS ARE ISSUED.

THE PAYMENT OFFICE ADDRESS FOR DELIVERY ORDERS UNDER \$100,000.00 IS AS FOLLOWS:

DFAS COLUMBUS CENTER (S33181)
 ATTN: DFAS CO BVDPC/CC CONSTRUCTION
 PO BOX 182317
 COLUMBUS, OH 43218-6203

THE PAYMENT OFFICE ADDRESS FOR DELIVERY ORDERS \$100,000.00 AND OVER IS AS FOLLOWS:

DFAS COLUMBUS CENTER (HQ0337)
 NORTH ENTITLEMENT OPERATIONS
 PO BOX 182266
 COLUMBUS, OH 43218-2266

CONTINUATION SHEET

Contract Number:

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This is a Indefinite Quantity Contract.

NOTE: Actual unit prices will be specified on individual delivery orders issued under this contract. The estimated amount in Block 15G is for administrative purposes only.

Packaging - Inspection and Acceptance Address:
5E927

FIGURES PACKAGING CO
3585 E FULTON ST
P.O.BOX 27153
COLUMBUS OH 43217

Admin Office for Packaging:
S3605A

S3605A DCMA DAYTON
AREA C BLDG 30
1725 VAN PATTON DR
WRIGHT-PATTERSON AFB OH 45433-53

CONTINUATION SHEET

Contract Number:

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SECTION B

CLIN 0001

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

PR: IQC03050007004
NSN: 2910-00-803-9525

ITEM DESCRIPTION:

FILTER ELEMENT, FLUID
USED ON ATTACK HELICOPTER MODELS AH-1S, AH-1T,
214ST.

NOTE: THE CITED DRAWING IS A SOURCE CONTROLLED
DRAWING AND AS OF THE DATE OF THIS SOLICITATION
ONLY THE SOURCE(S) CITED ON THE DRAWING HAVE
BEEN APPROVED. EVEN THOUGH SOURCES AND APPROVED
PART NUMBERS ARE PROVIDED, THE ITEMS
FURNISHED MUST MEET THE REQUIREMENTS OF THE
CITED DRAWING. OFFERORS WHO ARE INTERESTED IN
QUALIFYING THEIR PRODUCT FOR PURPOSE OF FUTURE
ACQUISITION MUST CONTACT THE COGNIZANT DESIGN
ACTIVITY SPECIFIED ON THE SOURCE CONTROLLED
DRAWING.

ALSO, MAY INCLUDE ADDITIONAL APPROVED SOURCES
THAT HAVE NOT BEEN REFLECTED ON THE DRAWING AT
THIS TIME.

AIR MAZE CORP. (00736), P/N B19056.

"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE
USED NOR INCORPORATED IN ANY ITEMS TO BE
DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION
SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT
DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS.
SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR
APPROVAL UNLESS THEY ARE AUTHORIZED BY THE
SPECIFICATION REQUIREMENTS."

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.

CRITICAL APPLICATION ITEM

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

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SECTION B

PR CONT'D

DONALDSON COMPANY INC.

(00736) P/N B19056

BELL HELICOPTER TEXTRON INC.

(97499) P/N 214-040-835-1

I/A/W DRAWING NR 97499 214-040-835

BASIC DTD 73 NOV 30

AMEND NR A DTD 74 JUN 24

TYPE NUMBER:

SOURCE CONTROL DRAWING

CONTINUATION SHEET

Contract Number:

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PAGE OF PAGES

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DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: 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.

SECTION D

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) (DSCC 52.211-9C20)

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 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, 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.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

http://www.dsccl.dla.mil/downloads/packaging/dc1636p001.doc

SECTION E

E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

(X) Same as Offeror
Applicable to CLIN(s): 0001

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

() Same as Offeror
Applicable to CLIN(s):

() Same as above

(X) Other (CAGE, Name, Street Address, City, State and Zip Code)

FIGURES PACKAGING CO. (5E927)

3585 E. FULTON ST. P.O. BOX 27153

COLUMBUS, OH 43217

Applicable to CLIN(s): 0001

Applicable to CLIN(s):

E03A - SECONDARY ADMINISTRATION INSPECTION/ACCEPTANCE AT ORIGIN WILL BE PERFORMED BY:

SUPPLIES

(X) Office Administering Order/Contract
Applicable to CLIN(s): 0001

() Other

Applicable to CLIN(s):

Applicable to CLIN(s):

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

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Applicable to CLIN(s) -

PACKAGING

() Office Administering Order/Contract
Applicable to CLIN(s):

() Same as for Supplies
Applicable to CLIN(s)

(X) Other

DCMA DAYTON
BUILDING 20 AREA C
1725 VAN PATTON DR
WRIGHT PATTERSON AFB, OH 45433-5302
Applicable to CLIN(s) - 0001

Applicable to CLIN(s) -

Applicable to CLIN(s) -

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination - Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)**SECTION F****F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)**

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

(b) DSCC Administered orders:

- (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - 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 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscc.dla.mil/refs/provclauses/>.

F19 - TIME OF DELIVERY (DSCC 52.211-9C14) (MAR 2001)

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

CLIN(s)	QUANTITY	DAYS
0001	UP TO	90
	3,436	

Liquidated Damages (X) is () is not applicable.

NOTE: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.

F32 - F.O.B. - ORIGIN (FAR 52.247-29) (JUN 1988)

(X) (Same as Offeror)
() Other (City and State):

SECTION I**I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)****I27a - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD FOR INDEFINITE DELIVERY CONTRACTS) (DSCC 52.216-9C41a) (APR 2000)**

The base index for computation of adjustments under clause I27 of this contract for the first option year 172.1, which is the revised final index for AUGUST, 2003 (month, year).

I77 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024) (MAR 2000)**SECTION J****J02 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:**

FPR	dtd	02/09/04	Encl #1
FAX	dtd	10/29/03	Encl #2
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003
3. EFFECTIVE DATE 2003 OCT 03
4. REQUISITION/PURCHASE REQ. NO. IQC03050007004
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SP0700
7. ADMINISTERED BY (If other than Item 6) CODE
Defense Supply Center Columbus
3990 East Broad St.
P.O. Box 16784
Columbus, OH 43216-9010
Initiator: Nicole Hammond
FAAHR05 (614)693-7348 / FAX: (614)693-1678
E-mail: Nicole.Hammond@dla.mil

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
DONALDSON CO. INC.dba
AIRMAZE
115 EAST STEELS CORNERS
ROAD
STOW, OH 44224-0459
9A. AMENDMENT OF SOLICITATION NO.
SP0740-03-R-5846
9B. DATED (SEE ITEM 11)
2003 MAR 19
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 11)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is extended as set forth in Item 14. The hour and date specified for receipt of offers [X] is extended, [] is not extended.
Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Return Amendment To:
Defense Supply Center Columbus
ATTN: DSCC-PLAA (Bid Opening Room #136, Bldg.20)
3990 E. Broad Street, P.O. Box 16653
Columbus, OH 43216-9009

NSN: 2918-08-803-9525, 4310-01-466-8495, 4330-01-379-7263,
Previous Opening/Closing Date: 2003 SEP 24
Extended to: 2003 OCT 14 Time: 1:00 p.m. Eastern Standard Time

THIS SOLICITATION HAS BEEN EXTENDED IN ORDER TO ENHANCE COMPETITION
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Louis F. SCALISE
CONTRACT ADMINISTRATION

15B. CONTRACTOR/OFFEROR
Louis Scalise
15C. DATE SIGNED
11/8/04
15D. UNITED STATES OF AMERICA
BY
15E. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 2003 SEP 03	4. REQUISITION/PURCHASE REQ. NO. IQ03050007004	5. PROJECT NO. (If applicable)	
6. ISSUED BY Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16774 Columbus, OH 43216-5010 Initiator: Nicole Hammond PAAB05 (614)692-7368 / FAX: (614)693-1678 E-mail: Nicole.Hammond@dla.mil		CODE: SP0700	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.	
DONALDSON CO. INC.dba AIRMAZE 115 EAST STEELS CORNERS ROAD STOW, OH 44224-0459				SP0740-03-R-5846	
				9B. DATED (SEE ITEM 11) 2003 MAR 19	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or be considered, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data (If required)

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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF system headings, including solicitation/contract subject matter where feasible.)

Return Amendment To:
Defense Supply Center Columbus
ATTN: DECC-PBAA (Mid Opening Room B130, Bldg.20)
3990 E. Broad Street, P.O. Box 16653
Columbus, OH 43216-5009

NSN: 2910-00-403-9525, 4310-01-466-8495, 4330-01-379-7263,

Previous Opening/Closing Date:
Extended to: 2003 SEP 24 Time: 1:00 p.m. Eastern Standard Time

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) LOUIS F. SCALISE CONTRACT ADMINISTRATION		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTING OFFICER Louis F. Scalise		15C. DATE SIGNED 1/8/04	16B. UNITED STATES OF AMERICA BY _____
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

NSN 7540-01-153-9070
PREVIOUS EDITION UNUSABLE

FORM (DLA)

STANDARD FORM 38 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.213

CONTINUATION SHEET

Reference Number of Document Being Continued:

SP0740-03-R-5846-002

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THE FOLLOWING NSN'S HAVE PART NUMBER CORRECTIONS AS FOLLOWS:

CLIN 0002	NSN 4310-01-466-8495	CAGE (18265)	P/N P82-1575
CLIN 0003	NSN 4330-01-379-7263	CAGE (18265)	P/N P044277
		CAGE (7P354)	P/N 7-32954

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 2003 MAY 15	4. REQUISITION/PURCHASE REQ. NO. IQC03050007004	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	SP0700	7. ADMINISTERED BY (If other than Item 6) CODE		
Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Initiator: Nicole Hammond, PAABB05 (614) 692-7368 / FAX: (614) 693-1678 E-mail: Nicole_Hammond@dsc.dia.mil				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. SP0740-03-R-5846	
			X 9B. DATED (SEE ITEM 11) 2003 MAR 19	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 1 copies of the amendment;
 - (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 - (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.
- FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Return Amendment To:
 Defense Supply Center Columbus
 ATTN: DSCC-PBAA (Rid Opening Room B130, Bldg.20)
 3990 E. Broad Street, P.O. Box 16653
 Columbus, OH 43216-5009

NSN: 2910-00-803-9525, 4310-01-466-8495, 4330-01-379-7263,

Previous Opening/Closing Date: 2003 APR 21
 Extended to: 2003 MAY 22 Time: 1:00 p.m. Eastern Standard Time

solicitation has been extended in order to enhance competition
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Louis F. Scalise CONTRACT ADMINISTRATION		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR Louis F. Scalise	15C. DATE SIGNED 5/22/03	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA1	PAGE OF PAGES 1 / 34
2. CONTRACT NO.	3. SOLICITATION NO. SP0740-03-R-5846	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2003 MAR 19	6. REQUISITION/PURCHASE NO. 1QC03050007004
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0700	8. ADDRESS OFFER TO (If other than item 7) Defense Supply Center Columbus ATTN: DSCC-PMAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers - See Block 9		

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 2003 APR 21
 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 Nicole Hammond, PAAB005	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-7368 / FAX: 693-1678	C. E-MAIL ADDRESS Nicole.Hammond@dsc.cda.mil
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	18
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTIONS/SPECS./WORK STATEMENT	10	X	J	LIST OF ATTACHMENTS	23
X	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	15	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	24
X	F	DELIVERIES OR PERFORMANCE	16	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	26
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	31
X	H	SPECIAL CONTRACT REQUIREMENTS	17				

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. 52.332-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS 0 %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO. 0001	DATE 5/15/03	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR DONALDSON COMPANY INC dba Air Maze 115 EAST STEELS CORNERS ROAD STOW, OH 44224-0459	CODE 00736	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) LOUIS F. SCALISE Contract Administration
15B. TELEPHONE NO. (Include area code) 330-928-4100 EXT 247	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	17. SIGNATURE Louis F. Scalise	18. OFFER DATE 5/15/03
FAX NO. 330-928-3455	15E. E-MAIL ADDRESS LSCALISE@mail.Donaldson.Com		

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) CODE	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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0740-03-R-5846	PAGE 3 OF 34
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NAME OF OFFEROR OR CONTRACTOR				
SECTION A				
— DONALDSON COMPANY INC				
115 EAST STEELS CORNERS ROAD				
— STOW, OH 44224-0459				

GENERAL INFORMATION TO OFFERORS

This solicitation is for a Long Term Indefinite Quantity Type Contract and is designed to meet the military customer's requirements. Thus, the packaging, FOB requirements, and EDI requirements, are structured to meet the Government's objectives. The scope of this long term contract is any NSN for which Donaldson Company Inc. is an approved source, whether or not the NSN is ultimately procured from Donaldson Company Inc.

1. CLIN(S) 0001 & 0002 requires MIL-STD-2073-1D dated 15 DEC 99. CLIN 0003 MIL-STD-2073-1C dated 1 OCT 96 Packaging as referenced in Section D of this solicitation. Pricing for these CLIN(S) must be submitted on an FOB Origin basis.
2. Contractors are encouraged to submit offers with a lower delivery than the governments desired delivery as indicated in Clause F18.
3. The use of Electronic Data Interchange (EDI) is encouraged as a requirement of this solicitation/contract.

COMPLETION OF SECTIONS L AND M OF THE SOLICITATION

Contractors are advised to review and address these particular sections of the Solicitation. These Sections relate to the "Best Value" source selection evaluation parameters required in this solicitation. Offerors are strongly encouraged to provide the data identified in Section L, including the Mentoring Business Agreements Program, to ensure that the Government has the appropriate information to assist in the evaluation of offers.

CONTINUATION SHEET

Solicitation Number:
SP0740-03-R-5846PAGE OF PAGES
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SECTION B

CLIN 0001

ITEM DESCRIPTION:
NSN 2910-00-803-9525

FILTER ELEMENT, FLUID
USED ON ATTACK HELICOPTER MODELS AH-1S, AH-1T,
214ST.

NOTE: THE CITED DRAWING IS A SOURCE CONTROLLED
DRAWING AND AS OF THE DATE OF THIS SOLICITATION
ONLY THE SOURCE(S) CITED ON THE DRAWING HAVE
~~BEEN APPROVED. EVEN THOUGH SOURCES AND APPROVED~~
PART NUMBERS ARE PROVIDED, THE ITEMS
FURNISHED MUST MEET THE REQUIREMENTS OF THE
CITED DRAWING. OFFERORS WHO ARE INTERESTED IN
QUALIFYING THEIR PRODUCT FOR PURPOSE OF FUTURE
ACQUISITION MUST CONTACT THE COGNIZANT DESIGN
ACTIVITY SPECIFIED ON THE SOURCE CONTROLLED
DRAWING.

~~ALSO, MAY INCLUDE ADDITIONAL APPROVED SOURCES~~
THAT HAVE NOT BEEN REFLECTED ON THE DRAWING AT
THIS TIME.
AIR MAZE CORP. (00736), P/N B19056.

~~'CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE
USED NOR INCORPORATED IN ANY ITEMS TO BE
DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION
SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT
DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS.
SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR
APPROVAL UNLESS THEY ARE AUTHORIZED BY THE
SPECIFICATION REQUIREMENTS.~~

~~DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.~~

~~CRITICAL APPLICATION ITEM~~

~~CONTINUED ON NEXT PAGE~~

CONTINUATION SHEET

Solicitation Number:
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SECTION B

I/A/W DRAWING NR 97499-214-040-835
BASIC DTD 1973 NOV 30
AMEND NR A DTD 1974 JUN 24
TYPE NUMBER:
SOURCE CONTROL DRAWING

DONALDSON COMPANY INC.	(00736)	P/N	B19056
BELL HELICOPTER TEXTRON INC	(97499)	P/N	214-040-835
SATAIR A/S	(R1120)	P/N	B19056

(DLAD 52.217-9002 is applicable)
TO BE COMPLETED BY ALL OFFERORS:

Offer based on:

Manufacturer's Name Donaldson Company Inc dba Air Maze

Part Number B19056

~~CONTINUED ON NEXT PAGE~~

CONTINUATION SHEET

Solicitation Number:
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SECTION B

CLIN 0002

ITEM DESCRIPTION:
NSN 4310-01-466-8495

FILTER ELEMENT, INTAKE AIR CLEANER.
NEXT HIGHER ASSEMBLY FLOOD LIGHT SET, NSN
6230-01-439-3732.

CRITICAL APPLICATION ITEM

DONALDSON COMPANY INC. (00736) P/N P82-1575

(DLAD 52.217-9002 is applicable)
TO BE COMPLETED BY ALL OFFERORS;

Offer based on:

Manufacturer's Name _____

Part Number _____

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	Solicitation Number: SP0740-03-R-5846	PAGE OF PAGES 6 37
SECTION B		
CLIN 0003		
ITEM DESCRIPTION: NSN 4330-01-379-7263		
FILTER ELEMENT, FLUID.		
CRITICAL APPLICATION ITEM		
DONALDSON COMPANY INC. SUPERIOR COMPRESSOR CO	(00736) (7P354)	P/N SA0438-18-002 P/N 7-32954
(DLAD 52.217-9002 is applicable)		
TO BE COMPLETED BY ALL OFFERORS:		
Offer based on:		
Manufacturer's Name _____		
Part Number _____		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0740-03-R-5846	PAGE 7 OF 34
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NAME OF OFFEROR OR CONTRACTOR

SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 2910-00-803-9525 ITEM DESCRIPTION: FILTER ELEMENT (SEE SECTION B FOR COMPLETE ITEM DESCRIPTION) FOB: <input checked="" type="checkbox"/> ORIGIN <input type="checkbox"/> DESTINATION FOR SHIPMENT TO: BASE YEAR				
	FROM 500 THROUGH 1,000	XXXXX	X EA	XXXXX 7.47	XXXXX
	1,001 1,900	XXXXX	EA	7.41	XXXXX
	1,901 2,800	XXXXX	EA	7.31	XXXXX
	2,801 AND UP	XXXXX	EA	7.23	XXXXX
	NSN: 4310-01-466-8495 ITEM DESCRIPTION: FILTER ELEMENT, INTAKE (SEE SECTION B FOR COMPLETE ITEM DESCRIPTION) FOB: <input checked="" type="checkbox"/> ORIGIN <input type="checkbox"/> DESTINATION FOR SHIPMENT TO: BASE YEAR				
	<i>NO QUOTE THIS PART NOT MANUFACTURED AT THIS LOCATION</i>				
	FROM 100 THROUGH 400	XXXXX	X EA	XXXXX	XXXXX
	401 800	XXXXX	EA		XXXXX
	801 1,200	XXXXX	EA		XXXXX
	1,201 AND UP	XXXXX	EA		XXXXX
	NSN: 4330-01-379-7263 ITEM DESCRIPTION: FILTER ELEMENT, FLUID (SEE SECTION B FOR COMPLETE ITEM DESCRIPTION) FOB: <input checked="" type="checkbox"/> ORIGIN <input type="checkbox"/> DESTINATION FOR SHIPMENT TO: BASE YEAR				
	<i>NO QUOTE THIS PART NOT MANUFACTURED AT THIS LOCATION.</i>				
FROM 50 THROUGH 75	XXXXX	X EA	XXXXX	XXXXX	
76 100	XXXXX	EA		XXXXX	
101 125	XXXXX	EA		XXXXX	
126 AND UP	XXXXX	EA		XXXXX	
THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE 140)					

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

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NAME OF OFFEROR OR CONTRACTOR

Donaldson Company dba AirMaze Section B

NOTICE TO OFFERORS: Surge and Sustainment Requirement

The NSN listed below have been designated as surge items and are covered under Clauses H15 and I136 and provisions L40 and M34. The "Quantity" column lists the total six-month surge quantity requirements per NSN. CLIN 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities.

CONTRACTOR: PLEASE EXPLAIN HERE IF AND HOW YOU ARE READILY AVAILABLE TO MEET OUR SURGE AND SUSTAINMENT REQUIREMENTS (USE A SEPARATE PAGE IF NEEDED):

CLIN 6000AA

NSN 2910-00-803-9525

QTY	UNIT	UNIT PRICE	DELIVERY DAYS
48	EA	\$ 9.47	30
1	EA	\$ 9.47	60
3	EA	\$ 9.47	90
3	EA	\$ 9.47	120
3	EA	\$ 9.47	150
3	EA	\$ 9.47	180

CLIN 6002AA

Investment costs if any to execute surge plan for NSN 2910-00-803-9525

\$ 0

We currently have idle machinery and could add additional manpower on the one shift operation or we could add an additional shift. We keep a supply of the materials required as they are common to a range of disc filters that we manufacture.

SECTION B-GENERAL INFORMATION

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Page 9 of 34**PRICING:**

- a. Offeror must complete price ranges for all NSN's, including the base year and three option years. Prices should be based on the estimated annual demand quantity of the spreadsheet, earlier in Section B. If there are quantity price breaks offered, offerors are required to provide the most beneficial quantity break and respective prices for these amounts. Prices shall include preparation for delivery charges and all applicable taxes on the NSN's being solicited on an FOB Origin basis. Orders placed for stock maintenance by DLA will require the applicable MIL-STD-2073 packaging as authorized in Section D. Award will be made on an **ALL OR NONE BASIS** per NSN for the supplies covered under this contract. In addition to those items manufactured by Donaldson Company Inc. Items within the scope may be added to the contract at a later date in accordance with terms of clause H12, Addition/Deletion of Items on Schedule.
- b. Any award of the basic contract to a contractor who, at the time of award was suspended, debarred, ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0740-03-R-5846	PAGE 10 OF 34
NAME OF OFFEROR OR CONTRACTOR <i>Donaldson Company dba Air Mate</i> SECTION C		

Under the terms of this contract, there are two authorized methods for placing orders at DSCC.

These preferred methods of buying are EDI or manual awards.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE 11	OF 34
NAME OF OFFEROR OR CONTRACTOR			
SECTION D			

NSN(s):2910-00-803-9525

PREP FOR DELIVERY: MIL-STD-2073 1D Dated 15 DEC 1999

QUP	CODE	001
PRESERVATION METHOD	CODE	31
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	XX
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	XX
OPTIONAL PROCEDURE INDICATOR	CODE	0
INTERMEDIATE CONTAINER	CODE	DO
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA
<u>FOR DLA STOCK:</u>		
PACK	CODE	U

MARKING AND BAR CODE REQUIREMENTS:

ALL SHIPMENTS FOR DLA STOCK,

SHALL BE MARKED AND BARCODED IN ACCORDANCE WITH MIL-STD-129 N AND AIM BCI (UNIFORM SYMBOLOGY SPECIFICATION CODE 39).

SPECIAL MARKING CODE: 00 (NO SPECIAL MARKING)

PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV.D, DATED 01277

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE 12 OF 34
NAME OF OFFPROR OR CONTRACTOR		
SECTION D		

NSN(s): 4310-01-466-8495

PREP FOR DELIVERY: MIL-STD-2073 1D Dated 15 DEC 99

QUP	CODE	001
PRESERVATION METHOD	CODE	31
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	E6
OPTIONAL PROCEDURE INDICATOR	CODE	O
INTERMEDIATE CONTAINER	CODE	DO
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA
<u>FOR DLA STOCK:</u>		
PACK	CODE	U

MARKING AND BAR CODE REQUIREMENTS:

ALL SHIPMENTS FOR DLA STOCK,
SHALL BE MARKED AND BARCODED IN ACCORDANCE WITH MIL-STD-129 N AND
AIM BCI (UNIFORM SYMBOLOGY SPECIFICATION CODE 39).

SPECIAL MARKING CODE: 00 (NO SPECIAL MARKING)

PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 DATED 99238.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE 13 OF 34
NAME OF OFFEROR OR CONTRACTOR		
SECTION D		
		LTC CONTROL NO

NSN(s): 4330-01-379-7263

PREP FOR DELIVERY: MIL-STD-2073 1C Dated 1 Oct 96

QUP	CODE	001
PRESERVATION METHOD	CODE	31
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	00
CUSHIONING/DUNNAGE THICKNESS	CODE	U
UNIT CONTAINER	CODE	D4
OPTIONAL PROCEDURE INDICATOR	CODE	O
INTERMEDIATE CONTAINER	CODE	E5
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA
<u>FOR DLA STOCK:</u>		
PACK	CODE	U

MARKING AND BAR CODE REQUIREMENTS:

ALL SHIPMENTS FOR DLA STOCK, SHALL BE MARKED AND BARCODED IN ACCORDANCE WITH MIL-STD-129 N AND AIM BCI (UNIFORM SYMBOLOGY SPECIFICATION CODE 39).

SPECIAL MARKING CODE: 00 (NO SPECIAL MARKING)

PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1638P001, REV D, DATED 01277.

SUPPLEMENTAL DATA:

Packaging shall be IAW Sundstrand commercial packaging stated in letter dated November 26, 1997.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE 14 OF 34
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NAME OF OFFEROR OR CONTRACTOR

SECTION D

LTC CONTROL NO.

Effective October 1, 2001, European countries are restricting shipments of material in or on Non-manufactured Wood Packaging Material (NMWPM) (i.e., pallets, crates, boxes, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC): a Heat Treatment (HT) certification stamp or a permanent marking of "NC." All contracts and orders where NMWPM may be used to ship material to U.S. Forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container Consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, and the arial ports of embarkation at Dover AFB, DE; Travis AFB, CA; Naval Air Station, Norfolk, Va; and Charleston AFB, SC to the affected countries.

**PALLETIZATION NO. DC1636P001, REV. D,
DATED 01277**

1. SCOPE.

This sheet covers the requirements for palletization of DSCC items of supply for handling, shipment, and storage.

2. REFERENCED DOCUMENTS.

The following documents, of the issue in effect on the date of solicitation, form a part of this palletization sheet to the extent specified herein:

SPECIFICATIONS**FEDERAL**

NN-P-71 Pallets, Material Handling, Wood Stringer Construction, 2-way and 4-way (Partial)

STANDARDS**MILITARY**

MIL-HDBK-774 Palletized Unit Load

(Copies of listed federal and military specifications, standards, and associated documents listed in the Department of Defense Index of Specifications and Standards (DODISS) should be obtained from DoD Single Stock Point, Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099).

3. REQUIREMENTS.

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded (see 3C) or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads (see 3A and 3B, as applicable). Shipments packaged in accordance with ASTM D3951 shall be palletized in accordance with 3A or 3B. Shipments packed Level A or Level B shall be palletized in accordance with 3B.

A. Material may be palletized on commercial pallets provided the load meets the following requirements:

(1) The load does not exceed 52 inches in length or width, 54 inches in height, and 3000 pounds.

(2) The load is prepared and secured in a manner that will ensure carrier acceptance and permit safe re-handling at destination.

B. Palletization shall comply with MIL-HDBK-774 and appendices there to modified as follows:

(1) Loads shall be stable and shall not exceed the size and overseas limitations of MIL-HDBK-774.

(2) Glued loads shall not be used.

(3) For Level A packing, pallets shall comply with NN-P-71, Type V, class 1, size 2, except softwood may be used and the size may be reduced to a minimum of 36 inches in length and 44 inches in width to properly fit the load.

(4) For Level B packing, pallets shall comply with NN-P-71, Type II, size 2, Type IV, or Type V, class 1, size 2. Wood used to construct pallets shall be group II, III, or IV, grade A as specified in NN-P-71.

(5) Residual quantities of less than the quantity required for one course of the load need not be palletized.

C. Palletization is not required for shipping containers that are constructed on skids. Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, shall be constructed with skids. Skids shall be a minimum of 3 x 4 inch (nominal) lumber and shall be securely attached to permit multiple re-handling at destination. Drums shall be palletized.

D. The following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all NMWPM entering a European country:

"All wooden pallets and wood containers produced of entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001." All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC," 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible. Failure to comply with all the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

Prepared by: DSCC-VSP, Columbus, OH 43216-5000, October 4, 2001 NMWPM FAQs visit:

ALL PREVIOUS PALLETIZATION SHEETS ARE OBSOLETE.

CONTINUATION SHEET

Solicitation Number:
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All clauses and provisions listed within this individual solicitation are contained in the DSCC Master Solicitation dated August 2001 (Revision 2). This document can be found at (<http://DIERS.dsc.dla.mil/refs/provclauses/>). Current changes to the aforementioned Master Solicitation are contained within this solicitation/award and will supersede any outdated information contained in the Master Solicitation. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-defeating. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: 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.

A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)

KPPs and IFBs (generally Large Purchase Orders, \$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 30, 4990 K. Broad St., Columbus, OH 43211.

SECTION B

B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIERS.dsc.dla.mil>. Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/i-3/1-336/icd.htm>

B11 - SUPPLIES FURNISHED BY DELIVERY ORDERS

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)

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-129N.

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, Invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use

the largest labels that will fit.

(2) When shipping overseas by freight, a DD Form 1347, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DCC 52.347 902) or F06 (DSCC 52.247-9C03).

D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1307, Military Shipment Labels, are required for all overseas shipments to water or air terminals and consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1307 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1307 may be downloaded at www.dsc.dla.mil/Offices/Packaging/Forms.html.

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)

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 packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO 44030 19M, MAY 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dsc.dla.mil/downloads/packaging/dcl636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)

E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.
(b) Inspection prior to shipment will be based on the following:
(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.
(2) For CLIN(S) described by manufacturer's name/code and part number,
(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness or item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.
(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence

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be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(s) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-8000, Section 1 of the award). Any deviation from this number shall be cause for rejection of the item.

Notes: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

Same as Offeror
Applicable to CLIN(s): **0001**

Other (CAGE, Name, Street Address, City, State and Zip Code):

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

Same as Offeror
Applicable to CLIN(s):

Same as above

Other (CAGE, Name, Street Address, City, State and Zip Code):

CAGE CODE 5E927
FIGURES PACKAGING COMPANY
3585 EAST FULTON STREET
COLUMBUS, OH 43227

Applicable to CLIN(s): **0001**

Applicable to CLIN(s):

B04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination - Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

B06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (DEC 2001)

This clause is applicable when surplus materials are accepted (DLAD 52.211-9000), when a Certificate of Conformance (FAR 52.246-15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery. Inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129(n), 'Standard Practices for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1995)

E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1990)

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IFD 01-08) by PRIORITY MAIL or most economical comparable mode.
- (3) Ship TP 3 (IFD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most

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economical comparable mode. (4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC) (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER. (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation. (3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04). (4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Re lodge 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. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)

F18 - TIME OF DELIVERY (DSCC 52.211-9C04) (NOV 2000)

(a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The Government reserves the right to request phased delivery within the limits of the applicable schedule set forth below. (b) Delivery is required to be made in accordance with the schedule set forth below.

Table with columns: NSN(S), QUANTITY THAT MAY BE ORDERED ANY CALENDAR MONTH, GOVT REQUIRED, OFFERORS PROPOSED. Rows include NSN 2910-00-003-9525, 4310-01-466-0495, 4330-01-379-7263.

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a longer schedule, you may submit two (2) or more proposals on each item. The Government reserves the right to make awards on the basis of delivery.

(d) Delivery orders will be mailed or otherwise furnished to the Contractor on or before the day the order is dated. Therefore, in computing time available to perform each order, the Contractor must take into consideration the time required for the delivery order to arrive through ordinary mail.

(e) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

F32 - F.O.B. - ORIGIN (PAR 52.247-29) (JUN 1988)

- (X) Same as Offeror; () Other (City and State);

SECTION H

H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999) (DSCC 52.215-9C13)

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified so provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any NSN from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor should not incur any costs in seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of percent over the maximum order limitation called for in this contract, or at a quantity not to exceed if there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

* to be negotiated

H-15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (DSCC 52.217-9C23) (JUL 2001)

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(ies) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

(X) See provision L40. The contractor's submission to this provision constitutes the capability assessment.

() At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must

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provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See 1136 for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6003), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section A of this solicitation upon award.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies.

Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.

The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e., non-surge requirements).

EW7 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 252.211-7005)

(d) Absent a determination that an SPI price is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal

specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item and Subline Item Number, Component, or Element:

SECTION I

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

The following changes have been made to Clause 101 of the DSCC Master Solicitation (AUG 2001) version.

DELETE

FAR 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises
DFARS 252.248-7000, Preparation of Value Engineering Change Proposals

ADD

DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (DFARS 226.104) (>\$100,000) (SEP 2001)

UPDATE

FAR 52.202-1, Definitions (DEC 2001)
FAR 52.218-9, Small Business Subcontracting Plan (JAN 2002), Alternate I (OCT 2001), Alternate II (OCT 2001)
FAR 52.232-19, Child Labor - Cooperation with Authorities and Remedies (MAY 2002)
52.222-21, Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26, Equal Opportunity (APR 2002)
FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001)
FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.232-8, Discounts for Prompt Payments (FEB 2002)
FAR 52.232-25, Prompt Payment (FEB 2002)
FAR 52.233-1, Disputes (JUL 2002)

DFARS 252.225-7005, Identification of Expenditures in the United States (APR 2002) (>\$100,000)
DFARS 252.225-7007 - Buy American Act Trade Agreements -- Balance of Payments Program (>\$169,000) (OCT 2002)
DFARS 252.225-7013, Preference for Certain Domestic Commodities (APR 2002)
DFARS 252.225-7021 - Trade Agreements (>\$169,000) (OCT 2002)

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

107 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1997)

109 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights, and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order places hereunder, whichever is later.

111 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

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I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

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

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)

NA

(a) Definition. 'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due, or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were opened and annotate the date of inspection.

(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 () 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 () The material conforms to the revision letter/number, if any is cited. Yes () No () Unknown () If no, the revision offered does not affect form, fit, function, or interface. Yes () No () Unknown () The material was manufactured by:

(Name)

(Address)

(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

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified. Yes () No () 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 () If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes () No (); 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 ()

If yes, the price includes replacement of cure-dated components. Yes () No () (5) The material has data plates attached. Yes () No () If yes, the Offeror must paste 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 () (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

NSN

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No () 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

(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 (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

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<p>Specification/Drawing Number</p> <hr/> <p>Revision (if any)</p> <hr/> <p>Date</p> <p>(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-processed. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()</p> <p>(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.</p> <p>(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):</p> <p>() 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.</p> <p>() For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.</p> <p>() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.</p> <p>() 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.</p> <p>() 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 ().)</p> <p>() 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.</p> <hr/> <p>(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 52.211-9001.</p> <p>(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.</p> <p>(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific results of</p>	<p>the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.</p> <p>(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.</p> <p>(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.</p> <p>I20 - PRODUCTION FACILITY CHANGES (DACC 52.215-9C04) (APR 1985)</p> <p>I27 - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD PRICING FOR INDEFINITE DELIVERY TYPE CONTRACT(S) (DACC 52.216-9C11) (MAY 2001)</p> <p>(a) Definitions: As used in this clause, (1) The term 'contract date' means: (i) the date of bid opening for advertised solicitations. If the solicitation contains a set-aside portion, the 'contract date' for the set-aside portion will be the date of bid opening for the non set-aside portion; (ii) the date of award for negotiated solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of award of the non set-aside portion. (2) The term 'contract year' means a period of 365 days beginning on the contract date. (b) The economic indicator for the purpose of price adjustment under this clause shall be the final version (generally published 4 months after initial publication) of the Producer Price Index (PPI) stated below in the monthly report entitled 'Producer Prices and Price indexes' by the Bureau of Labor Statistics, U.S. Department of Labor. The applicable PPI is: CODE NO. 1149.0H COMMODITY: Filters and strainers</p> <p>(c) The intent of this clause is to establish a revised contract unit price at the beginning of each option period that will be valid for the entire option period. The base index for each option period shall be the most current published final PPI, cited in (b) above, that is available to the contracting activity at the time of contract award/exercise of option. For any subsequent option periods, the adjusting index (see paragraph (d) below) that was used for the preceding year will become the base index for the succeeding year. For example, the adjusting index used for the first option period of the contract would become the base index for the second option period of the contract. (d) The adjusting index for the option period(s) shall be the most current published final PPI stated in (b) above. That is available to the contracting activity at the time the modification is issued extending the contract period. (e) When the contract period is extended, the procuring contracting officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2), and (3) below. The adjusted prices will be included in the modification issued to extend the contract period and will be used in pricing all delivery orders issued during the extended period of the contract. No other adjustments shall be made to the contract prices during each contract year. (1) The contract unit prices for supplies (excluding data or Part Article Test CLINS) shall be subject to adjustment upward or downward by the percent of difference between the base index and the adjusting index. If the contract unit prices are decreased pursuant to the changes clause or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract date</p>	
<p>CONTINUED ON NEXT PAGE</p>		

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will be subject to adjustment as authorized by the modification.

(2) Price decreases under paragraph (e) (1) above are not subject to any limitation. Price increases shall not exceed 10 percent of the original contract unit price for each contract year.

(3) Price adjustments pursuant to this clause will be made by modification to the contract which will show the base index, the adjusting index and the percentage of difference of these, rounded off to the fifth decimal place, then applied to the contract unit price.

EXAMPLE:
 Assume: Base Index = 150.3
 Adjusting Index = 165.1
 Contract Unit Price = \$0.33
 Adjustment Formula: Revised price equals (adjusting index) divided by (base index) times (contract unit price), or, based upon above,
 $(165.1 \text{ divided by } 150.3 = 1.09847) \text{ times } \$0.33 = \$0.36255$,
 revised price, rounded to \$0.36 - adjusted unit price.
 The adjusted unit price will be rounded to the nearest cent, i.e., increases amounting to \$.005 to \$.009 shall be rounded upward to the next cent and changes of \$.001 to \$.004 shall be rounded to the lower cent.

(f) If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

order regardless of destination.

() (2) The quantity being shipped to each destination.

T33a - ORDERING (FAR 52.216-10) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Defense Supply Center, Columbus. Such orders may be issued from date of contract award through ONE YEAR.

T34 - ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than SEE BELOW (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --
 (1) Any order for a single item in excess of SEE BELOW (insert dollar figure or quantity);
 (2) Any order for a combination of items in excess of SEE BELOW (insert dollar figure or quantity); or
 (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

T39 - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DEAC 52.211-9004) (MAR 2000)

T39 - CONTRACT LIMITATIONS (DSCC 52.216-8C06) (MAR 1998)

(x) (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:
 (1) Minimum Quantity or Dollar Figure: see below
 (2) Maximum Quantity or Dollar Figure: see below

The Government is obligated to order only the minimum quantity or dollar figure stated above.

() (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph (a) will be doubled.

(x) (c) Multiple NENs - The CONTRACT MINIMUM will be see below, which is the total of the individual quantities or dollar estimates for all NENs listed below. The totals listed below are estimates only and will be used to determine the minimum quantity or dollar value of the contract in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NENs awarded. The resulting contract minimum applies to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NEN awarded. The CONTRACT MAXIMUM will be see below.

3910-00-803-9525 MINIMUM 500; MAXIMUM 3,436
 4310-01-466-8495 MINIMUM 100; MAXIMUM 3,008
 4330-01-379-7263 MINIMUM 50; MAXIMUM 196

T38 - ESTIMATED TOTAL QUANTITY (DSCC 52.216-9C20) (AUG 2001)

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN (a)	QUANTITY	CLIN (a)	QUANTITY
0001	3436		
0002	3008		
0003	196		

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in section I of the solicitation.
 NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause T40, T41, or T42.

T40 - EXTENSION OF CONTRACT PERIOD (DSCC 52.217-8C12) (JAN 2001)

a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the "term" duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

c. If this option is exercised, the price for each succeeding year shall be adjusted pursuant to the applicable 'Economic Price Adjustment' clause of this contract, and such prices shall be used in the pricing of delivery orders issued during each yearly extension of the contract.

MINIMUM QUANTITY

NEN	MINIMUM QUANTITY
2910-00-803-9525	500
4310-01-466-8495	386
4330-01-379-7263	50

MAXIMUM QUANTITY

NEN	MAXIMUM QUANTITY
2910-00-803-9525	5,134
4310-01-466-8495	4,632
4330-01-379-7263	284

() Contract period as defined in this clause means the extended contract shall be inclusive of the option period.

(x) Contract period is defined in this clause means a separate contract period for the initial basic and each option year.

T31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)

(x) on date of award;
 () on a date to be specified not later than days after date of award.

T32 - PRICING OF DELIVERY ORDERS (DSCC 52.216-9C02) (DEC 1979)

(a) (X) (1) The quantity range price based on the total quantity of the NEN being procured under each delivery

CONTINUED ON NEXT PAGE

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d. If the Contractor chooses to accept any of the option years, the offered price, in order to be responsive/acceptable, must be no higher than is offered on the first year.

e. This clause will be used in evaluation of offers.

A 4 year contract (base year plus option year(s)) as desired.

OFFEROR MUST CHECK ONE OF THE FOLLOWING BLOCKS FOR OPTION YEARS:

- The Government's desired option is acceptable.
- No option is acceptable.
- _____ option years are acceptable.

NOTE: Failure to accept option years as requested may result in rejection of offer.

I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATION NO. (If none, insert 'None')

NONE

I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(b)(2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5019

CERTIFICATION

I, _____
(name of certifier),
an an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee _____

Typed Name of the Officer or Employee _____

Title _____

Name of Company, Firm, or Organization _____

Date _____

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL ACT (If none, insert 'None')

I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1993)

(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

I67 - SUPPLIES TO BE ACCORDED DUTY FREE ENTRY (DFARS 252.225-7005) (MAR 1992)

In accordance with paragraph (b) of the Duty - Free Entry

clause of this contract, in addition to duty-free entry for all qualifying country supplies (and products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-trade Agreements Balance or Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

I72 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)

I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAR 2000)

(a)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:
Contract Description:
Line Items:
Quantity:
Total:

I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist2.daps.dia.mil/quicksearch/>

I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchase. The Contractor and the Government expressly agree that, in addition to any excess costs of 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 \$2,500 as payment in full for the administrative costs of such repurchase apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

I106 - REQUESTS FOR EQUITABLE ADJUSTMENT (DFARS 252.243-7002) (MAR 1998)

I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

I136 - LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S) INVESTMENTS (DLAD 52.217-9006) (JUL 1999)

The contractor shall limit investments in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:

(a) Those investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.

CONTINUED ON NEXT PAGE

Enclosure 1

FAX COVER SHEET

TO: DONALDSON CO., INC.

DATE: 02/02/2004

ATTENTION: LOU SCALISE

FAX #: 330-928-2524

PAGES: 3

**FROM: NICOLE HAMMOND MANN - DSCC-ABB05
DEFENSE SUPPLY CENTER, COLUMBUS
PO BOX 16704
3990 E. BROAD ST
COLUMBUS, OH 43216-5010**

PHONE #: 614-692-7368

FAX #: 614-693-1678

**SUBJECT: SP0740-03-R-5846 FINAL PROPOSAL
REVISION. PLEASE FAX YOUR FINAL PROPOSAL
REVISION TO THE BID ROOM (614-692-4275) BY THE
CLOSE OF BUSINESS MONDAY, FEBRUARY 9, 2004**

THANK YOU IN ADVANCE,

2004 FEB 3 PM 2 54
RECEIVED
#0435

**NICOLE HAMMOND MANN
CONTRACT SPECIALIST**

Enclosure 1
Continued

FINAL PROPOSAL REVISION

Donaldson Co., Inc.

Stow, OH

2910-00-803-9525

			<u>Base Year</u>
Range #1 Offer	500	- 1,000	\$7.23
Range #2 Offer	1,001	- 1,900	\$7.23
Range #3 Offer	1,901	- 2,800	\$7.19
Range #4 Offer	2,801	- AND UP	\$7.09

PROPOSED DELIVERY: 90 DAYS

CONTRACTORS FINAL PROPOSAL

			<u>Base Year</u>
Range #1 Offer	500	- 1,000	\$ 7.23
Range #2 Offer	1,001	- 1,900	\$ 7.23
Range #3 Offer	1,901	- 2,800	\$ 7.19
Range #4 Offer	2,801	- AND UP	\$ 7.09

FINAL DELIVERY: 90 DAYS

2910-00-803-9525

SURGE AND SUSTAINMENT

CONTRACTORS OFFER

<u>Delivery</u>	<u>Quantity</u>	<u>Quoted Price</u>
30 days	48	\$9.19
60 days	1	\$9.19
90 days	3	\$9.19
120 days	3	\$9.19
150 days	3	\$9.19
180 days	3	\$9.19

CONTRACTORS FINAL PROPOSAL

<u>Delivery</u>	<u>Quantity</u>	<u>Quoted Price</u>
30 days	48	\$ 9.19
60 days	1	\$ 9.19
90 days	3	\$ 9.19
120 days	3	\$ 9.19
150 days	3	\$ 9.19
180 days	3	\$ 9.19

Enclosure 2



DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER, COLUMBUS
POST OFFICE BOX 3990
COLUMBUS, OH 43218-5000

REPLY
PLEASE TO

DSCC-ABB05 (Nicole Hammond)

October 29, 2003

Donaldson Co., Inc.
115 East Steels Corners Rd
Stow, OH 44224-0459

Fax: 330-928-3455

Dear Lou Scalise,

Your offer for solicitation number SP0740-03-R-5846 is currently being evaluated. I have provided DSCC's counter-offer on the next two pages. Also, there is some additional information that I need. Please complete the following:

- Please sign and return amendments 0002 and 0003
- Please verify if your delivery for 2910-00-803-9525 is 98 days.
YES OR NO If no, please state your delivery 90
- Please complete the following clauses:

RECEIVED
OCT 29 2003

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

MATERIAL IDENTIFICATION NO. (If none, insert 'None')

NONE

K06 - TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(f) Common Parent.

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name NA

TIN _____

