

<b>AWARD/CONTRACT</b> <b>J</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING <b>DOA1</b>	PAGE OF <b>1</b>	PAGES <b>8</b>
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2. CONTRACT (Proc. Inst. Ident.) NO. <b>SP0740-05-C-4460</b>	3. EFFECTIVE DATE <b>2004 OCT 12</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>YPC04068001158</b>
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5. ISSUED BY <b>Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PAAAA0S (614)692-2068 /FAX: (614)693-1679 E-mail: Patricia.Delzell@dla.mil</b>	CODE <b>SP0700</b>	6. ADMINISTERED BY (If other than Item 5) <b>S3309A DCMA LONG ISLAND 605 STEWART AVE (516) 228-5715 GARDEN CITY NY 11530-4761</b>	CODE <b>S3309A</b>
		Criticality: <b>B</b>	PAS: <b>NONE</b>

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>ARKWIN INDUSTRIES, INC. 686 MAIN STREET WESTBURY NY 11590-9035</b>	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT <b>NET 30 days</b>
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM <b>12</b>

CODE <b>98391</b>	FACILITY CODE	11. SHIP TO/MARK FOR <b>See Schedule - Do Not Ship to Address in Block 5</b>	CODE	12. PAYMENT WILL BE MADE BY <b>HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T</b>	CODE <b>HQ0337</b>
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) ( <b>1</b> ) <input type="checkbox"/> 41 USC 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA <b>CG: 97X4930 5CC0 001 26.0 S33150</b>
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>See Schedule</b>				

15G. TOTAL AMOUNT OF CONTRACT	<b>\$198282.00</b>
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>1</b>	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	<b>8</b>
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	<b>3</b>	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	<b>8</b>
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	<b>7</b>	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	<b>7</b>		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	<b>7</b>		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SP074004R6338</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER <b>CONSTANCE L GIGGI</b>
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY <i>Constance L Giggi</i> (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED <b>2004 Oct 12</b>

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FULL OPTION IS BEING EXERCISED AT TIME OF AWARD. OPTION CLIN 5001 IS AWARDED BY EXERCISE OF OPTION IAW CLAUSE I17D01.

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**SECTION B**

PR: YPC04068001158  
 NSN: 4320-01-276-6097

## ITEM DESCRIPTION:

ROTOR, PUMP (HAND PUMP - RESERVOIR FILL).

## CRITICAL APPLICATION ITEM

SIKORSKY AIRCRAFT CORP (78286) P/N 65664-03802-101  
 ARKWIN INDUSTRIES INC. (98391) P/N 1311025-001

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC04068001158	0001	17	EA	\$4721.00000	\$80257.00

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

## PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
 QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:  
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:  
 UNIT CONT = E5: OPI = 0:  
 PACK CODE = U:  
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.  
 PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV C  
 DATED 1214

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall

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**SECTION B**

PR CONT'D  
meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2005 OCT 12

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS:

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

NON-MILSTRIP  
PROJ

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<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	YPC04068001158	0002	4	EA	\$4721.00000	\$18884.00

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

PREP FOR DELIVERY

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**SECTION B**

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

DELIVER FOB: DESTINATION BY: 2005 OCT 12

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS:

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

NON-MILSTRIP  
PROJ

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<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5001	YPC04068001158	0003	21	EA	\$4721.00000	\$99141.00

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

PREP FOR DELIVERY

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

DELIVER FOB: DESTINATION BY: 2005 OCT 12

PARCEL POST ADDRESS:

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**SECTION B**

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

FREIGHT SHIPPING ADDRESS:

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

NON-MILSTRIP  
PROJ

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**A11D01 52.211-9C41 DELIVERY INSTRUCTIONS FOR  
NEW CUMBERLAND, PA AND TRACY, CA (OCT 2000) DSCC**

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

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

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

## SECTION D

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

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged materiel to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages)

for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN. Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number.

The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.

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

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

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

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

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a

contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction  
S9E - Defense Supply Center Columbus - Electronics  
S9F - Defense Energy Support Center  
S9G - Defense Supply Center Richmond  
S9I - Defense Supply Center Philadelphia - General and Industrial  
S9T - Defense Supply Center Philadelphia - Clothing and Textiles  
S9M - Defense Supply Center Philadelphia - Medical Materiel  
S9P - Defense Supply Center Philadelphia - Perishable Subsistence  
S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

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

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

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

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

A copy of ISO/IEC-16388 is available from:  
The American National Standards Institute  
25 West 43rd Street  
New York, NY 10036 or through [www.ansi.org](http://www.ansi.org) or [www.iso.ch](http://www.iso.ch).

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

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

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129P.

## SECTION E

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

**E46D05 52.246-9C05 INSPECTION AT DESTINATION  
(NOV 1995) DSCC**

**E46D06 52.246-9C06 ACCEPTANCE AT DESTINATION  
(NOV 1995) DSCC**

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

## SECTION F

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

(b) The permissible variation shall be limited to:

% (Percent) Increase      % (Percent) Decrease

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

**F11D09 52.211-9C14 TIME OF DELIVERY (MAR 2001)  
DSCC**

The following Delivery Schedule applies to this award. See

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applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

## DELIVERY SCHEDULE

Item No.	Quantity	Days
all	42	365

Liquidated Damages ( ) is ( ) is not applicable.

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

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

## SECTION I

I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

I27D05 52.227-9C04 DATA - ENGLISH LANGUAGE (JUL 1984)  
DSCC

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

I47B06 252.247-7024 NOTIFICATION OF TRANSPORTATION BY  
SEA (MAR 2000) DFARS

## SECTION J

J15D05 LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

KTR FAX	dtd 09/17/04	Encl #1
	dtd **/**/**	Encl #

J15D06 52.215-9C06 NOTICE TO CONTRACTORS AND DEFENSE  
FINANCE AND ACCOUNTING SERVICES (DFAS) (OCT 1999) DSCC

-- 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.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING <b>DOA1</b>	PAGE OF PAGES 1 14
2. CONTRACT NO.	3. SOLICITATION NO. <b>SP0740-04-R-6338</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>2004 MAY 21</b>	6. REQUISITION/PURCHASE NO. <b>YPC04068001158</b>
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16784 Columbus, OH 43216-6010		CODE <b>SP0700</b>	8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 26, Room A2N233) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers—See Block 9		

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

**SOLICITATION**

9. Sealed offers in original and   02   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 (W/In Bid Box), Bldg 26, 3990 E. Broad St., Columbus, OH 43213   until   1:00 PM   local time   2004 JUN 23  

FAX Number(s): (614) 692-4275 (Hour) (Date)

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

10. FOR INFORMATION CALL →	A. NAME <b>Constance Gigg, FAAADBI</b>	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-4719 / FAX: (614) 692-4645</b>	C. E-MAIL ADDRESS <b>Constance.Gigg@dla.mil</b>
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(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	6
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS/WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	9
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	6	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	10
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6				
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	12
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	6	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	14

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. 52.212-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	<b>NET 30</b>	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated: →)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR <b>ARKWIN INDUSTRIES, INC 686 MAIN ST WESTBURY, NY 11590</b>	15B. TELEPHONE NO. (Include area code) <b>516 333 2640</b>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	15D. FAX NO. <b>516-333-4187</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>CATHERINE DREFUS CONTRACTS ADMINISTRATOR</b>	17. SIGNATURE <i>Catherine Drefus</i>	18. OFFER DATE <b>6/15/04</b>
				19. E-MAIL ADDRESS <b>cdrefus@arkwin.com</b>		

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(e) ( ) <input type="checkbox"/> 41 U.S.C. 253(e) ( )		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 <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

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

NSN 7540-01-152-8064    PREVIOUS EDITION NOT USABLE    PERFORM (DLA)    STANDARD FORM 33 (Rev. 9-97) Prescribed by GSA    FAR (48 CFR) 53.214(e)

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SECTION B

PR: YPC04068001158  
NSN: 4320-01-276-6097

ITEM DESCRIPTION:  
ROTOR, PUMP (HAND PUMP - RESERVOIR FILL).

CRITICAL APPLICATION ITEM

SIKORSKY AIRCRAFT CORP (78286) P/N 65664-03802-101  
ARKWIN INDUSTRIES, INC. (98391) P/N 1311025-001

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

Offer based on:

Manufacturer's Name ARKWIN INDUSTRIES, INC

Part Number 1311025-001

ITEM	PR	PLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPC04068001158	0001	13	EA	\$ 5278.00	\$ 68,614.

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

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
QUP = 001: PRES MTED = 41: CLNG/DRY = 1: PRESV MAT = 49:  
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:  
UNIT CONT = B5: OPI = O:  
PACK CODE = U:  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.  
PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV C  
DATED 1214

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Solicitation Number:  
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SECTION B

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

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS

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

NON-MILSTRIP  
PROJ

\*\*\*\*\*

ITEM	PR	PELL	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	YPC04068001158	0002	4	EA	\$ 5278.	\$ 21,112.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:  
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SECTION B

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

PREP FOR DELIVERY:

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

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS

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

NON-MILSTRIP  
PROJ

\*\*\*\*\*

This solicitation includes an option quantity in accordance with the Option Clause(s) contained in this solicitation. Offerors shall insert the price below which may be exercised as specified in the clause. Failure to submit an offer on the option quantity may result in rejection of the bid/offer.

Item 5001

Maximum option quantity for NSN: 4320-01-276-6097

Option Qty: 17 EA Offered Option Unit Price \$

*See page 4a*

\*\*\*\*\*

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
		SP0740-04R-6338	4a	14
NAME OF OFFEROR OR CONTRACTOR				
SECTION B				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
				AMOUNT

MFR/FR NO. YPC 04068001158  
 MEN 4320-01-276-6097

THIS SOLICITATION INCLUDES AN OPTION QUANTITY IN ACCORDANCE WITH CLAUSE 1-30/1-30a. IT CONTAINS MULTIPLE OPTION CONTRACT LINE ITEMS AND EXERCISE PERIODS. OFFERORS SHALL INSERT BELOW THE PRICE(S) WHICH MAY BE EXERCISED WITHIN THE SPECIFIED TIME PERIOD AFTER THE AWARD, BUT BEFORE THE EXPIRATION OF THE FULL OPTION PERIOD. A MANDATORY BIDDY IS REQUIRED FOR THE BASIC OPTION QUANTITY AND FOR THE PRICE BREAK OPTION CLIN WHICH WILL BE USED IN EVALUATION OF AWARD. THE AVERAGE PRICE OF THE PRICE BREAK OPTION CLIN WILL BE USED FOR EVALUATION PURPOSES. NOTE: FAILURE TO SUBMIT AN OFFER ON THE BASIC OPTION QUANTITY CLIN AND PRICE BREAK OPTION CLIN MAY RESULT IN REJECTION OF THE BID/OFFER.

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

<u>Option CLIN(s)</u>	<u>Basic Option Quantity</u>	<u>Unit Price</u>	<u>Option Exercised</u>
5001	17 EACH	\$ <u>5278.</u>	Within Full Option Period

\*\*\*\*\*  
 For the OPTION QUANTITY RANGE CLIN, please enter the unit Price which corresponds to the applicable quantity range That could be exercised concurrent with the award:

	<u>Option Quantity Ranges</u>	<u>Unit Price</u>	<u>Option Exercised</u>
5002	10 - 25	\$ <u>5278.</u>	Concurrent with Award
	-	\$ _____	Concurrent with Award
	-	\$ _____	Concurrent with Award
	-	\$ _____	Concurrent with Award
	-	\$ _____	Concurrent with Award

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

	<u>Price Break Option Quantity</u>	<u>Unit Price</u>	<u>Delivery</u>
5003	_____	\$ _____	_____ Days After Award Date
	_____	\$ _____	_____ Days After Award Date
	_____	\$ _____	_____ Days After Award Date
	_____	\$ _____	_____ Days After Award Date

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**A04D01 52.204-9C06 DSCC MASTER SOLICITATION STATEMENT**

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DISS.dsc.c.dia.mil/s&e/s/provelaunce>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dia.mil/j-3/j-336/icops.htm>. 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-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;  
(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or  
(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds); and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

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

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

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

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

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried courier service or other means) shall be placed in the White Mail Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43211.

In bar code element 2 above, the N&N will appear as a 12-digit code without the dashes.

In bar code element 3 above:

- The RIC for each procuring activity is as follows:
- S9C - Defense Supply Center Columbus - Construction
- S9E - Defense Supply Center Columbus - Electronics
- S9G - Defense Supply Center Richmond
- S9I - Defense Supply Center Philadelphia - General and Industrial
- S9T - Defense Supply Center Philadelphia - Clothing and Textiles
- S9M - Defense Supply Center Philadelphia - Medical Material
- S9P - Defense Supply Center Philadelphia - Perishable

**SECTION B**

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

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

- S9S - Defense Supply Center Philadelphia - Subsistence
  - S9B - Defense Supply Center Philadelphia - Semi-perishable Subsistence
- The appropriate unit of issue (U/I) will appear as a two digit alpha character.  
The quantity will appear as a five-position number, including zero fillers on the left.  
The above will be followed by an 'A' and eight zeros, (i.e. 'A00000000').  
NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of ISO/IEC-16398 is available from: The American National Standards Institute, 25 West 43rd Street, New York, NY 10036, or through [www.ansi.org](http://www.ansi.org) or [www.iso.ch](http://www.iso.ch).

**SECTION D**

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

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirements for Contractors that ship packaged material to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

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

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

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

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly 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 P4036.19H, DLA 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129P and the military publication cited above.

**D16D03 52.246-9C41 PACKAGING AND MARKING REQUIREMENTS (FEB 2004) DSCC**

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

The items identified in Section B shall be preserved, packaged, packed and marked in accordance with MIL-STD-2073-1D and marked in accordance with MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, quantity, condition code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.

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

(d) This clause does not apply to -  
(1) Subsistence items procured through full-line food

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**SECTION E**

- E04D01 52.204-9C01 RECORDS RETENTION REQUIREMENTS (JUN 1990) DSOO
- E46A02 52.246-3 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR
- E46A12 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR
- E46D05 52.246-9C05 INSPECTION AT DESTINATION (NOV 1995) DSOO
- E46D06 52.246-9C06 ACCEPTANCE AT DESTINATION (NOV 1995) DSOO
- E46D10 52.246-9C10 WARRANTY - ACCEPTANCE OF SUPPLIES (FEB 2004) DSOO
- E46D11 52.246-9C11 WARRANTY (APR 1985) DSOO
- E46D13 52.246-9C13 SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999) DSOO

Each additional ADD: each (or less) (Vendor Fill-in)

(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.

**SECTION F**

- F11A06 52.311-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

↑ (Percent) Increase	↓ (Percent) Decrease
----------------------	----------------------

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

- F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR
- F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR
- F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR
- F47D01 52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002) DSOO

**SECTION H**

- H29B01 252.223-7801 HAZARD WARNING LABELS (DEC 1991) DFARS

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

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

(Vendor Fill-in)  
(Vendor Fill-in)  
(Vendor Fill-in)

- F11A07 52.311-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

- F11B02 52.311-9C04 TIME OF DELIVERY (NOV 2000) DSOO

(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.

MSN(S)	QUANTITY THAT MAY BE ORDERED ANY CALENDAR MONTH UP TO	WITHIN THE NUMBER OF DAYS STATED BELOW	
		GOV'T REQUIRED	OFFEROR'S PROPOSED
(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
Fill-in)	Up to each		
(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
Fill-in)	Up to each		
(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
Fill-in)	Up to each		
(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
Fill-in)	Up to each		

**SECTION I**

- I02A01 52.202-1 DEFINITIONS (DEC 2001) FAR
- I03A01 52.203-3 GRATUITIES (APRIL 1984) FAR
- I03A02 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR
- I03A03 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) FAR
- I03A05 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) FAR
- I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR
- I03A07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR
- I03A08 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) FAR

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and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(c) The Offeror has attached or forwarded to The Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):
( ) (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/invitation for bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.
( ) (Vendor Fill-in) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
( ) (Vendor Fill in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.
( ) (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for bid and corresponding DRMS Form 1427.
( ) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number.
(This information has already been provided in paragraph (c)(6) of this clause. ( ) Yes ( ) No.
( ) (Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(Vendor Fill-in)

(Vendor Fill-in)

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

- 111C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD
115A01 52.215-2 AUDIT AND RECORDS NEGOTIATION (JUN 1999) FAR
115A05 52.215-1 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR
115A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR
115D01 52.215-9C04 PRODUCTION FACILITY CHANGES (APR 1985) DSCC
117D01 52.217-9C03 OPTIONS FOR INCREASED QUANTITY (OCT 2001) DSCC
122A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR
122A03 52.222-3 CONVICT LABOR (JUN 2003) FAR
122A04 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000) FAR
122A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004) FAR
122A16 52.222-20 MALDEN-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR
122A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR
122A18 52.222-26 EQUAL OPPORTUNITY (APR 2002) FAR
122A21 52.222-25 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR
122A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

122A24 52.222-16 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR

122A26 52.222-17 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

123A01 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

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

(If none, insert 'None') Material

NONE

(Vendor Fill-in)

Identification No. (Vendor Fill-in)

123A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

123A06 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) FAR

(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 43216-5010

123A09 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR

Warning Contains (or manufactured with, if applicable)

(Vendor Fill-in)

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

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

123C01 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD MARKING LABELS (MAR 1992) DLAD

125A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) FAR

125A05 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) FAR

125B16 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003) DFARS

129A02 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

132A01 52.232-1 PAYMENTS (APR 1984) FAR

132A06 52.232-6 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

132A07 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) FAR

132A08 52.232-11 EXTRAS (APR 1984) FAR

132A12 52.232-16 PROGRESS PAYMENTS (APR 2003) ALT III (APR 2003) FAR

132A13 52.232-17 INTEREST (JUN 1998) FAR

132A19 52.232-21 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

132A20 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) ALT I (APR 1984) FAR

132A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

132A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

132B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

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I32B03 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001) DFARS

accessed electronically at this/these address(es): http://www.dia.mil/j-3/j-338/1ops.htm

I33AD1 52.232-1 DISPUTES (JUL 2002) FAR

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

I33AD1 52.232-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

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

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

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

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

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

I42A07 52.242-12 REPORT OF EQUIPMENT (REPESHIP) (JUN 2003) FAR

SECTION J

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

J15D01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

I42B04 252.242-7000 POSTWARD CONFERENCE (DEC 1991) DFARS

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

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

ATCH, FM NO. NAME DATE

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

(K) DD FM 1707 Information to (Cover Sheet) Offerors or Quoters MAR 90

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

(X) SF 3a Solicitation, Offer and Award Env 4 85

I44A05 52.244-5 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003) FAR

(X) --- Section B ---

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

(X) --- Sections C through W ---

( ) --- Interim Amend. No. ---

I46A17 52.246-33 LIMITATION OF LIABILITY (FEB 1997) FAR

( ) --- Quality Assurance Provision (QAP) NO. ---

I47A02 52.247-53 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003) FAR

( ) SF 1448 Proposal Cover Sheet (Cost or Pricing Data Not Required) 10 95

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

( ) DCC FM 1650 Freight Shipping Information Mode of Shipment AUG 93

( ) Form CASM-CMF Facilities Capital Cost of Money Factors ---

( ) DD Form 1861 Contract Facilities Capital Cost of Money APR 95

(Vendor Fill in)

(Vendor Fill-in)

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

( ) DD FM 1423 Contract Data Requirement List JUN 90

EXHIBIT No. ---

w/ATCH No. ---

( ) DD FM 254 Contract Security Classification Specification DEC 99

I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR

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

I49A03 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) FAR

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

I49C01 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1998) DLAD

I49D01 52.249-9C01 AGREEMENT TO DLAD 52.249-9000. ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (JUN 2004) DSCC

J15D06 52.215-9C06 NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) (OCT 1999) DSCC

-- 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.

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 \$2949.00 as payment in full for the administrative costs of such repurchase.

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1996) FAR

CONTINUED ON NEXT PAGE

Also, the full text of a clause may be

**FACSIMILE MESSAGE**

09/07/04 PAGE 1 OF 1

**COMPANY NAME: DEFENSE SUPPLY CENTER COLUMBUS****ATTENTION: CONSTANCE GIGGI FAX: (614) 693-1622**  
**PAAABB1****FROM: KATE DREFUS FAX: (516)333-4187**  
**TEL: (516)333-2640 X261****SUBJECT: SOLICITATION SPO740-04-R-6338**

Dear Constance,

In response to your inquiry, the unit price for 42 each is the same as for 34 units, which is \$4721.00.

All other terms and conditions of our offer dated June 15, 2004 remain unchanged.

Please do not hesitate to contact me if you have any questions on the above.

Best regards,

9/29/04 Per Kate  
Delivery is 365 days  
Price good till Dec 31, 04.

Constance Giggi

Enclosure #1