

<b>AWARD/CONTRACT 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>82</b>
2. CONTRACT (Proc. Inst. Ident.) NO. <b>SP0905-04-D-7001</b>		3. EFFECTIVE DATE <b>2003 NOV 13</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>FPE03223000551</b>		
5. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PCCPANK (614)692-7881 /FAX: (614)692-6915 E-mail: Donna.Favors@dla.mil</b>	CODE <b>SP0900</b>	6. ADMINISTERED BY (If other than Item 5) <b>S0512A CMDR DCMC VAN NUYS 6230 VAN NUYS BLVD VAN NUYS CA 91401-2713</b>		CODE <b>S0512A</b>	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>KAVLICO CORP. A SOLECTRON CO. 14501 E LOS ANGELES AVE MOORPARK CA 93021-9738</b>			8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input 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>22863</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>HQ0339 DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 182381 COLUMBUS OH 43218-2381 EFT: T</b>		CODE <b>HQ0339</b>
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e) ( <input checked="" type="checkbox"/> ) <input type="checkbox"/> 41 USC 253(e) ( <input type="checkbox"/> )			14. ACCOUNTING AND APPROPRIATION DATA		

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				Estimated
15G. TOTAL AMOUNT OF CONTRACT					<b>\$442476.00</b>

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

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SP090503RX225</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. <i>* And Fax dtd 10/22/03</i>	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER <b>L. SPANG Contracting Officer</b>	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <i>L. Spang</i> (Signature of Contracting Officer)	20C. DATE SIGNED <b>NOV 04 2003</b>

**CONTINUATION SHEET**

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This is a Indefinite Quantity Contract. Orders may be issued on this contract for a period of 18 MONTHS.

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:  
8Y351

WHALING WEST PACKAGING CORP  
2574 TURQUOISE CIR  
NEWBURY PARK CA 91320-1211

Description same as Pg 2 of RFP.

Delivery orders that are \$100,000 or less may have the following payment office:

(S33184)  
DFAS Columbus Center  
Attn: DFAS-CO-LSCAB  
PO Box 182317  
Columbus, OH 43218-6205

FOB, Inspection & Acceptance at Contractor's plant, Moorepark CA



October 22, 2003

Ms. Denise Kogge

**Defense Supply Center Columbus**  
3900 E. Broad St.  
P.O. Box 16704  
Columbus, OH 43216-5010

Reference: Solicitation No. SP0905-03-R-X225

Subject: Revised New Prices Break Range

Dear Ms. Kogge:

Per our telecon today, here is the new Price Break Range:

Qty. 24 EA \$2,425.00  
Qty. 50 EA \$2,177.00  
Qty. 100 EA \$1,967.00  
Qty. 150 EA \$1,854.00

I hope this helps DSCC in your decision to move ahead with Kavlico on this new price. Please call me with any questions, comments, or requests for additional information.

Sincerely,

Imelda David  
Contracts Coordinator

<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 20
2. CONTRACT NO.	3. SOLICITATION NO. <b>SP0905-03-R-X225</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>2003 SEP 10</b>	6. REQUISITION/PURCHASE NO. <b>FPE03223000551</b>
7. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>		CODE <b>SP0900</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>Defense Supply Center Columbus ATTN: DSCC-PRAA (Bid Opening Room 130; Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For charter service and facsimile numbers - See Block 9</b>		

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

**SOLICITATION**

9. Sealed offers in original and      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 OCT 10  
FAX Number(s): (614) 692-4275 (Time) (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>Denise Kogge, FCCPAEW</b>	C. E-MAIL ADDRESS <b>Denise.Kogge@dia.mil</b>
	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-7739 / FAX: (614)692-6917</b>	

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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 points), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-4)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	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.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR <b>Kavlico Corp./Selectron Company 14501 Los Angeles Avenue Moorpark, Ca. 93021</b>	CODE <b>22863</b>	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>Bill Semk Contracts Manager</b>	
15B. TELEPHONE NO. (include area code) <b>805 523-2000</b>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>W. Semk</i>	18. OFFER DATE <b>9/17/03</b>	
15D. FAX NO. <b>805 531-6530</b>	15E. E-MAIL ADDRESS <b>www.kavlico.com</b>			

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
23. 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.

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## SECTION B

PR: FPE03223000551  
NSN: 5950-00-357-2764ITEM DESCRIPTION:  
TRANSFORMER, POWER

THE USE OF ANY CLASS I OZONE-DEPLETING SUBSTANCE (ODS) IN THE DESIGN, MANUFACTURING, TESTING, CLEANING, OR ANY OTHER PROCESS FOR THIS ITEM UNDER ANY MILITARY OR FEDERAL SPECIFICATION, STANDARD OR DRAWING REFERENCED IN THIS ITEM DESCRIPTION IS 'PROHIBITED' UNLESS THE SEPARATE WRITTEN APPROVAL OF THE CONTRACTING OFFICER IS OBTAINED. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT PERFORMANCE REQUIREMENTS. THIS DOES NOT APPLY TO COMMERCIAL ITEMS, AS DEFINED IN 'FAR 11.001' OR TO PART-NUMBERED-ONLY ITEMS.

## CRITICAL APPLICATION ITEM

KAVLICO CORP. A SOLECTRON CO.	(22863)	P/N GM6806
PARKER HANNIFIN CORPORATION	(93835)	P/N 970205-1

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

Offer based on:

Manufacturer's Name Kavlico CorporationPart Number GM6806

## Price Break Range:

Qty.	<u>24</u> to <u>99</u>	EA	\$ <u>2572.00</u>
Qty.	<u>100</u> to <u>149</u>	EA	\$ <u>2322.00</u>
Qty.	<u>150</u> to <u>249</u>	EA	\$ <u>2188.00</u>
Qty.	<u>250</u> to <u>500</u>	EA	\$ <u>2110.00</u>

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NAME OF OFFEROR OR CONTRACTOR		
SECTION D		

NSN(s): **5950-00-357-2764 POWER TRANSFORMER**

**PREP FOR DELIVERY: MIL-STD-2073 1D, 15 DEC 98, STOCK**

QUP	CODE	001
PRESERVATION METHOD	CODE	41
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	NA
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	E8
OPTIONAL PROCEDURE INDICATOR	CODE	M
INTERMEDIATE CONTAINER	CODE	E5
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

**FOR DLA STOCK:**

PACK	CODE	U
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**FOR OCONUS PRIORITY 9 THRU 15 AND FOREIGN MILITARY SALES (FMS):**

PACK	CODE	Q
PACKING:	LEVEL	Q

**MARKING AND BAR CODE REQUIREMENTS:**

ALL SHIPMENTS FOR DLA STOCK, OCONUS PRIORITIES 9 - 15, AND FOREIGN MILITARY SALES (FMS) SHALL BE MARKED AND BARCODED IN ACCORDANCE WITH MIL-STD-129 N AND AIM BC1 (UNIFORM SYMBOLOGY SPECIFICATION CODE 39).

MARKING CODE: 06 "DELICATE INSTRUMENT AND ARROW UP".

FOR NON-FMS AND NON-STOCK ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8: MARKED AND PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 AND BAR CODED IAW AIM BC1. PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1638P001 DATED 01277

SUPPLEMENTAL DATA: FRAGILE ITEM: HANDLE WITH CARE, TERMINALS ON OUTSIDE OF TRANSFORMER ARE SUBJECT TO BENDING/BREAKING AND ARE VERY FRAGILE.

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<p>Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <a href="http://DIBBS.dscd.dia.mil/rags/provclauses">http://DIBBS.dscd.dia.mil/rags/provclauses</a>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <a href="http://www.dia.mil/j-3/j-316/icps.htm">http://www.dia.mil/j-3/j-316/icps.htm</a>. 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.</p>	<p>Practice, IAW ASTM D1953, marking in accordance with MIL-STD-129N.</p>	
<p><b>DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION:</b> 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.</p>	<p><b>NOTE:</b> (Applicable to negotiated solicitation (RPPS). Offers that do not comply with the packaging and marking requirements as specified in Section B of this solicitation may be subject to rejection as being technically unacceptable.</p>	
<p><b>A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.211-9C03) (JAN 2001)</b></p>	<p><b>D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)</b></p>	
<p>RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 2990 E. Broad St., Columbus, OH 43213.</p>	<p>(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 (NUN) number; Unger 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-2071 Coded Packaging, GUP, 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/interior pack. (This paragraph is not applicable to shipments to a Government Packing Facility)</p>	
<p><b>NOTICE</b> <b>A06 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (OCT 2000)</b></p>	<p><b>D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)</b></p>	
<p>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.</p>	<p>(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 one 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 (DD Form 1387, Military Shipping Label (see 007, DSCC 52.211-9C18) is required. Enter the code '000' 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 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).</p>	
<p>Carriers may experience delays if notification requirements are not made.</p>	<p><b>D07 - LABELS (JUL 2001) (DSCC 52.211-9C19)</b></p>	
<p>DDSP New Cumberland Facility Phone: (717) 770-6969 New Cumberland, PA</p>	<p>DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Container Consolidation Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 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 1387 may be downloaded at <a href="http://www.dacc.dia.mil/Offices/Packaging/Forms.html">www.dacc.dia.mil/Offices/Packaging/Forms.html</a>.</p>	
<p>Defense Distribution Depot San Joaquin Stock, Warehouse 10 - Phone (209) 839-4307 CCF, Warehouse 10 - Phone (209) 839-4518 Tracy, CA</p>	<p><b>D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)</b></p>	
<p><b>SECTION B</b></p>	<p>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/TH 10 250/NAVAIR PUB 505/MCO P4030.19N, DLA 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.</p>	
<p><b>B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)</b></p>	<p><b>D11 - BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DLAD 52.211-9008) (DEC 2001)</b></p>	
<p>The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <a href="http://DIBBS.dacc.dia.mil">http://DIBBS.dacc.dia.mil</a>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <a href="http://www.dia.mil/j-3/j-316/icps.htm">http://www.dia.mil/j-3/j-316/icps.htm</a>.</p>	<p><b>D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)</b></p>	
<p><b>SECTION D</b></p>	<p>Shipments of identical items packed in four or more shipping CONTINUED ON NEXT PAGE</p>	
<p><b>D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)</b></p>		
<p>Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)</p>		
<p>The office symbol for the Packaging Team is DSCC-VSP.</p>		
<p>The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2071-1D and Marked in accordance with MIL-STD-129N.</p>		
<p><b>D02c - PACKAGING AND MARKING REQUIREMENTS (JAN 2002) (DSCC 52.246-9C40)</b></p>		
<p>Packaging requirements for Direct Delivery Shipments. All items under and resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial</p>		

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<p>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:</p> <p>http://www.dacc.dla.mil/downloads/packaging/dc1616p001.doc</p>		
<p><b>SECTION B</b></p> <p><b>B01 - CLAUSES INCORPORATED BY REFERENCE</b></p> <p>FAR 52.246-16 - Responsibility for Supplies (APR 1984)</p> <p><b>B02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)</b></p> <p><b>B03 - INSPECTION AT ORIGIN (DACC 52.246-9C01) (JUN 2001)</b></p> <p>(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.</p> <p>(b) Inspection prior to shipment will be based on the following:</p> <p>(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.</p> <p>(2) For CLIN(S) described by manufacturer's name/code and part number.</p> <p>(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.</p> <p>(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.</p> <p>(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 1 of the award). Any deviation from this number shall be cause for rejection of the item.</p> <p>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.</p> <p>(c) Inspection Points:</p> <p><b>SUPPLIES</b>  <input checked="" type="checkbox"/> Same as Offeror            Applicable to CLIN(s): <b>0001</b></p> <p>( ) Other (CAGE, Name, Street Address, City, State and Zip Code)</p> <p>Applicable to CLIN(s):</p>		
<p>Applicable to CLIN(s):</p> <p><b>PACKAGING</b></p> <p>( ) Same as Offeror            Applicable to CLIN(s):</p> <p>( ) Same as above  <input checked="" type="checkbox"/> Other (CAGE, Name, Street Address, City, State and Zip Code)  <b>8Y351</b></p> <p><b>Whaling West Packaging</b>  <b>2574 Turquoise Court</b>  <b>Newbury Park, Ca. 91320</b></p> <p>Applicable to CLIN(s): <b>0001</b></p> <p>Applicable to CLIN(s):</p> <p><b>B04 - ACCEPTANCE AT ORIGIN (DACC 52.246-9C02) (NOV 1995)</b></p> <p>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.</p> <p>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.</p> <p><b>B06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)</b></p> <p><b>B15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)</b></p> <p><b>B18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)</b></p> <p><b>B21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DACC 52.246-9C10) (DEC 2001)</b></p> <p>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.</p> <p>(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</p> <p>CONTINUED ON NEXT PAGE</p>		

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<p>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.</p> <p>(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129 (latest revision), Standard Practice for Military Marking.</p> <p>(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.</p>	<p>(b) Microcircuits procured under MIL-M-385 I OJ, Notice I:</p> <ol style="list-style-type: none"> <li>(1) PIN</li> <li>(2) Identification code</li> <li>(3) Manufacturer's identification</li> <li>(4) Manufacturer's designation symbol</li> <li>(5) Country of origin</li> <li>(6) 'JAN' certification mark</li> <li>(7) Special marking</li> <li>(8) Electrostatic discharge sensitivity identifier</li> </ol> <p>(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification</p> <ol style="list-style-type: none"> <li>(1) Identification number</li> <li>(2) Manufacturer's identification</li> <li>(3) Manufacturer's data code</li> </ol> <p>(d) Various special marking may be required under a Military Specification.</p>	
<p><b>B22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)</b></p>	<p>2. Sensitive Electronic Devices: When the MIL-STD-2071-1D, Packaging Requirements Code specifies method of preservation QX or Z2, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic device caution marking shall be applied as specified in MIL-STD-129N.</p>	
<p><b>B23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)</b></p>	<p>3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N.</p> <p>(a) EXTERIOR CONTAINERS: For DLA contracts, each exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).</p>	
<p><b>B26 - COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)</b></p> <p>The Contractor agrees that the supplies or services furnished under this contract shall ( ) shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.</p>	<p>(b) MULTIPACKS:</p> <ol style="list-style-type: none"> <li>(1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded.</li> <li>(2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If unique contract numbers are contained in the multipack, then the exterior container will be bar coded.</li> </ol>	
<p><b>B29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)</b></p> <p>Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.</p>	<p>4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air, The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the ICAO (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.</p>	
<p>DSCC Exclusions:</p> <p>(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause E10, DSCC 51.46-9C34 applies):</p> <ol style="list-style-type: none"> <li>(1) For PSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than 100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.</li> <li>(2) Other PSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.</li> <li>(3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.</li> </ol> <p>(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.</p>	<p>5. Exterior Documentation: Packing list as specified in MIL-STD-129N is required.</p>	
<p><b>B30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (MAR 2002)</b></p> <p>Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, 'Marking for Shipment and Storage'. In addition to MIL-STD-129N requirements, the following instructions also apply:</p>	<p>6. Parcel Post APO/FPO Shipments: The statement 'Contents for Official Use. Exempt from Customs Requirements' be annotated above the mailing address.</p>	
<p>1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD 129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.</p> <ol style="list-style-type: none"> <li>(a) Semiconductor Devices procured under MIL-PRF-19500N:       <ol style="list-style-type: none"> <li>(1) Part or Identifying Number (PIN)</li> <li>(2) Manufacturer's ID and symbol</li> <li>(3) Lot identification code and code of assembly plant (if applicable)</li> <li>(4) Beryllium oxide identifier (if applicable)</li> <li>(5) Electrostatic discharge sensitivity identifier (if applicable)</li> <li>(6) Country of origin</li> <li>(7) DMS Marking (if applicable)</li> </ol> </li> </ol>	<p>7. DSCC Electronics Exclusions: Electron Tubes; These items shall be marked in accordance with MIL-R-75H.</p> <p>8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.</p>	
<p><b>B32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)</b></p>	<p>CONTINUED ON NEXT PAGE</p>	

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## SECTION F

## F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

PAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)  
 PAR 52.242-15 - Stop-Work Order (AUG 1989)  
 PAR 52.242-17 - Government Delay of Work (APR 1984)  
 PAR 52.247-48 - P.O.B. Destination - Evidence of Shipment (FEB 1989) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)  
 PAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984)  
 PAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)  
 PAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)  
 PAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)  
 PAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

## F02 - VARIATION IN QUANTITY (PAR 52.211-16) (APR 1984)

(b) 00 Percent increase  
 00 Percent decrease

This increase or decrease shall apply to:  
 each CLIN

## F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)

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

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000

Telephone (614) 692-2175

Telephone (614) 692-7038 ('99C' - Construction)

Telephone (614) 692-7039 ('99E' - 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 614-692-3701/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscs.dla.mil/rdfs/provclauses/>.

## 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 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 08-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most 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, by 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 500 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/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. 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.

## F06 - SHIPPING INSTRUCTIONS (EXPORT) (DSCC 52.247-9C03) (JUN 2003)

Comply with paperwork requirements of Clause D03, 'Packing List/Invoice/Shipping Documents'. Packaging and marking in accordance with instructions in Section D.

## MAIL INSTRUCTIONS (APO/FPO Addresses):

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN:

(1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.

(2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.

(3) Parcel post shipments to an APO/FPO address must be addressed to the 'Commander' or 'Commanding Officer' if there is no title preceding the address. Shipments must be annotated under the return address as follows: 'CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS.'

(4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See D08.

(5) For TP3 (IPD 08-15), use SURFACE PARCEL POST (Fourth Class).

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package. (See Clause B04, DSCC 52.247-9C04.)

(7) The cost of parcel post insurance will NOT be paid by the Government.

## FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):

(1) Contractor must comply with the requirements of PAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause F01.

(2) Contact the Government Transportation Office at the Contractor Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.

(3) Shipments to Container Consolidation Points (CCPs):

(a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clause D06.

(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

(i) Cargo requiring refrigeration/temperature control.

(ii) Classified or sensitive items requiring signature control.

(iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.

(iv) When volume or weight constitutes a full BRAVAN load for each activity (DODAAD) code.

(v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.

(vi) Type 1 shelf life items.

(vii) TP1 and 2 (IPD 01-08) with RPD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

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**ADVANCE NOTICE OF DELIVERY:**

Telephone notice of delivery must be given by the carrier to the Consignee Transportation Officer (Transport Control/Bralodge 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.

**FREIGHT SHIPPING ADDRESSES:**

Mail address of the ultimate Consignee and 'MARK FOR' information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

**F07 - FPM SHIPPING INSTRUCTIONS (DLAD 58.225-9002) (JUN 1998)**

Applicable to CLINS: all

**F12a - TIME OF DELIVERY (OVERLAPPING ORDERS) (IDC) (DBCC 52.211-9C29) (JUL 1995)**

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

**REQUIRED DELIVERY SCHEDULE**

WITHIN DAYS AFTER ITEM NO.	QUANTITY	DATE OF CONTRACT
0001	50	180

(Any balance shall be delivered at the rate of 50 every 30 days thereafter.)

In the event of overlapping orders, the contractor is not required to deliver any more than 50 in any 30 day period.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

WITHIN DAYS AFTER ITEM NO.	QUANTITY	DATE OF CONTRACT

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

In the event of overlapping orders, the contractor is not required to deliver any more than in any day period.

**F14 - SHIPPING INSTRUCTIONS (DBCC 52.247-9C12) (JUL 1995)**

**F22 - F.O.D. - ORIGIN (FAR 52.247-23) (JUN 1998)**

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

**SECTION K**

**H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) DFARS 253.211-7003**

(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)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticpolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

- FAR 52.202-1 - Definitions (DEC 2001)
- FAR 52.203-1 - Gratuities (APR 1984)
- FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)
- FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUN 1995)
- FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)
- FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
- FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified information is required.)
- FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
- FAR 52.211-5 - Material Requirements (AUG 2000)
- FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
- FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
- FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
- FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$250,000) (MAY 2001)
- FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)
- FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)
- FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)
- FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)
- FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (DEC 1998)
- FAR 52.215-17 - Waiver of Facilitation Capital Cost or Money (OCT 1997)
- FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)
- FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)
- FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)
- FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)
- FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1998)
- FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
- FAR 52.222-3 - Convict Labor (JUN 2003)
- FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
- FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)
- FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1995)
- FAR 52.222-26 - Equal Opportunity (APR 2002)
- FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
- FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1999)
- FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
- FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)
- FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
- FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)
- FAR 52.225-13 - Restrictions on Certain Foreign Purchases (JUL 2003) (Deviation)

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<p>FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)</p> <p>FAR 52.227-1 - Authorization and Consent (JUL 1995)</p> <p>FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)</p> <p>FAR 52.228-3 - Federal, State, and Local Taxes (APR 2003)</p> <p>FAR 52.228-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)</p> <p>FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998)</p> <p>FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)</p> <p>FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992)</p> <p>FAR 52.230-6 - Administration of Cost Accounting Standards (&gt; \$500,000) (NOV 1999)</p> <p>FAR 52.232-1 - Payments (APR 1984)</p> <p>FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)</p> <p>FAR 52.232-11 - Extras (APR 1984)</p> <p>FAR 52.232-17 - Interest (JUN 1996)</p> <p>FAR 52.232-23 - Assignment of Claims (JAN 1986)</p> <p>FAR 52.232-25 - 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Termination for Convenience of the Government (Fixed-Price) (Short Form), Alternate II (APR 1984)</p> <p>FAR 52.249-8 - Default (APR 1984)</p> <p>FAR 52.253-1 - Computer Generated Forms (JAN 1991)</p> <p>DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)</p> <p>DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)</p> <p>DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)</p> <p>DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000)</p> <p>DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)</p> <p>DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)</p> <p>DFARS 252.209-7004 - Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)</p> <p>DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)</p> <p>DFARS 252.215-7002 - Cost Estimating System Requirements (Over \$550,000) (OCT 1998)</p> <p>DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1995)</p> <p>DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)</p> <p>DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)</p> <p>DFARS 252.223-7004 - Drug-Free Work Force (SEP 1998)</p> <p>DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)</p> <p>DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)</p> <p>DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)</p> <p>DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)</p> <p>DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)</p> <p>DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)</p> <p>DFARS 252.226-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)</p> <p>DFARS 252.226-7021 - Trade Agreements (Over \$169,000) (APR 2003)</p> <p>DFARS 252.226-7025 - Restriction on Acquisition of Forgings (APR 2003)</p>	<p>(APR 2003)</p> <p>DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)</p> <p>DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)</p> <p>DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)</p> <p>DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)</p> <p>DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (SEP 2001)</p> <p>DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)</p> <p>DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)</p> <p>DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)</p> <p>DFARS 252.242-7000 - Post Award Conference (DEC 1991)</p> <p>DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991)</p> <p>DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)</p> <p>DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)</p> <p><b>103 - INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (DFARS 252.208-7000) (DEC 1991)</b></p> <p><b>DELIVERABLE ITEM</b></p> <table border="1"> <thead> <tr> <th data-bbox="808 680 966 699">PRECIOUS METAL*</th> <th data-bbox="987 680 1071 699">QUANTITY</th> <th data-bbox="1117 680 1328 699">(NSN and NOMENCLATURE)</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="808 793 1404 829">*If platinum or palladium, specify whether sponge or granules are required.</td> </tr> </tbody> </table> <p><b>104 - Y2K COMPLIANCE NOTICE (DLAD 52.219-9000) (JUN 2002)</b></p> <p><b>107 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1999)</b></p> <p><b>109 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)</b></p> <p>(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.</p> <p><b>111 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)</b></p> <p>(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a>.</p> <p><b>112 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.231-9001)</b></p> <p>(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 alternate 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 determined by the party rejecting ADR to be inappropriate for resolving the dispute.</p> <p>(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.</p> <p>(c) If you wish to opt out of this clause, check here ( ).</p>	PRECIOUS METAL*	QUANTITY	(NSN and NOMENCLATURE)	*If platinum or palladium, specify whether sponge or granules are required.			<p>CONTINUED ON NEXT PAGE</p>
PRECIOUS METAL*	QUANTITY	(NSN and NOMENCLATURE)						
*If platinum or palladium, specify whether sponge or granules are required.								

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<p><b>I15f - METHODS OF PRICING ORDERS (DACC 52.216-9C52) (NOV 1992)</b></p> <p>Unless a different method is specified elsewhere, the price for any order issued hereunder shall be determined as follows:</p> <p>a. The year that the order is issued, and  b. The unit price applicable to the quantity ordered shall be the unit price for the incremental quantity range in which the quantity ordered falls.</p>		
<p><b>I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)</b></p> <p>(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.</p> <p>(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 resal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were revealed and annotate the date of inspection.</p> <p>(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)</p> <p>(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:</p> <p>Government Selling Agency _____  Contract Number _____  Contract Date (Month, Year) _____  Other Source _____  Address _____</p>		
<p>Data Acquired (Month/Year)</p> <p>(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.</p> <p>(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 ( )</p> <p>(5) The material has data plates attached.  Yes ( ) No ( ) If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.</p> <p>(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.)</p> <p>Contract Number _____  NSN _____  Cage Code _____  Part Number _____  Other Markings/Data _____</p> <p>(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</p> <p>Contract Number _____</p> <p>(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 ( )</p> <p>Specification/Drawing Number _____  Revision (if any) _____  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-preserved. Yes ( ) No ( ); (ii) Material has</p> <p style="text-align: center;">CONTINUED ON NEXT PAGE</p>		

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<p>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>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>(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>(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>(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>I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)</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>I28 - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)</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>I29 - CONTRACT QUANTITY LIMITATIONS (DSCC 52.215-9C06) (MAR 1998)</p>		
<p>( ) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.</p>	<p>(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:</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>(1) Minimum Quantity or Dollar Figure: 24</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>(2) Maximum Quantity or Dollar Figure: \$500,000</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>	<p>The Government is obligated to order only the minimum quantity or dollar figure stated above.</p>		
<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 52.217-9002.</p>	<p>( ) (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</p>		
<p>(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.</p>	<p>(a) will be doubled.</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 tests of 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 requirements 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>( ) (c) Multiple NSNs - The CONTRACT MINIMUM will be which is the total of the individual quantities or dollar estimates for all NSNs 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 NSNs 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 NSN awarded. THE CONTRACT MAXIMUM will be</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</p>	<p>MINIMUM QUANTITY OR DOLLAR VALUE</p>		
<p>Continued on next page</p>	<p>( ) Contract period as defined in this clause means the extended contract shall be inclusive of the option period.</p>		
<p>Continued on next page</p>	<p>( ) Contract period as defined in this clause means a separate contract period for the initial basic and each option year.</p>		
<p>Continued on next page</p>	<p>I31 - CONTRACT PERIOD (DSCC 52.216-9001) (MAR 1981)</p>		
<p>Continued on next page</p>	<p>a. (x) on date of award;</p>		
<p>Continued on next page</p>	<p>( ) on a date to be specified not later than days after date of award.</p>		
<p>Continued on next page</p>	<p>I32 - PRICING OF DELIVERY ORDERS (DSCC 52.216-9C02) (JUN 2003)</p>		
<p>Continued on next page</p>	<p>(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:</p>		
<p>Continued on next page</p>	<p>(x) (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.</p>		
<p>Continued on next page</p>	<p>( ) (2) The quantity being shipped to each destination.</p>		
<p>Continued on next page</p>	<p>(b) If this solicitation/contract contains provision for placement of orders through POPS (Paperless Ordering Placement System), unit prices for those orders will be based on:</p>		
<p>Continued on next page</p>	<p>( ) (1) The total quantity of all requirements for each NSN issued via POPS in a single day, regardless of the number of individual orders.</p>		
<p>Continued on next page</p>	<p>( ) (2) The quantity of each individual order.</p>		

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(c) If this solicitation provides for partial set-aside and the set-aside portion is awarded to the same contractor receiving the award on the non-set-aside portion, the pricing of delivery orders will be accordance with paragraph (a) above.

(d) The minimum quantity to be ordered, per destination, will be the minimum ordering range quantity if specified in section B heretof, for each item.

**I33a - ORDERING (FAR 52.216-18) (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 18 months.

**I34 - 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 24 [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 250 [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of N/A [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 30 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.

**I35 - ESTIMATED TOTAL QUANTITY (DACC 52.216-9C20) (AUG 2001)**

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

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
0DD1	136		

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 I40, I41, or I54.

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

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

**I60 - NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7) (JAN 1997)**

NOTE: The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

**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, DACC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

**CERTIFICATION**

I. \_\_\_\_\_  
(name of certifier),  
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 \_\_\_\_\_

End of certification)

(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.

**I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)**

**WARNING**

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

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

**MATERIAL (If none, insert 'None') ACT**

**I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DFAR 52.223-9000) (MAR 1992)**

(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 - DUTY FREE ENTRY (DFARS 252.225-7011) (APR 2003)**

**I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)**

**I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)**

(f) (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

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shall describe these shipments in the following format:				
Item:	identified by an 'X' in the space provided and made a part hereof.			
Contract Description:	ATCH/PM NO.	NAME	DATE	
Line Items:	( ) DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90	
Quantity:	( ) SF 33	Solicitation, Offer and Award	Rev 4-85	
Total:	( ) ---	Section B	---	
	( ) ---	Sections C through M	---	
	( ) ---	Interim Amend. No.	---	
<b>I77 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024) (MAR 2000)</b>	( ) ---	Quality Assurance Provision (QAP) No.	---	
	( ) SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95	
	( ) DSCC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73	
	( ) Form CHSR-CMP	Facilities Capital Cost of Money Factors	----	
	( ) DD Form 1861	Contract Facilities Capital Cost of Money	APR 95	
	( )			
	( )			
<b>I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)</b>	( ) DD FM 1423	Contract Data Requirement List	JUN 90	
		EXHIBIT No.	---	
		w/ATCH No.	---	
		EXHIBIT No.	---	
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	( ) DD FM 254	Contract Security Classification Specification	DEC 00	
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 repurchases. 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 \$2,949.00 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.				
<b>I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)</b>		<b>703 - 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.</b>		
<b>I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)</b>		CONTINUED ON NEXT PAGE		
<b>I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (HOP CONTRACTS) (DFARS 252.244-7000) (MAR 2000)</b>				
<b>I123 - EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DFARS 252.225-7028) (APR 2003)</b>				
<b>I153 - RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (DFARS 252.226-7027) (APR 2003)</b>				
(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.				
(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:				
(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force). Contingent fees in any amount.				
(2) For sales to Governments not listed in paragraph (b) (1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.				
<b>SECTION J</b>				
<b>J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:</b>				
This solicitation consists of documents and attachments				