

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA3	PAGE OF 1	PAGES 11
2. CONTRACT (Proc. Inst. Ident.) NO. SP0760-04-C-5160		3. EFFECTIVE DATE 2003 DEC 17	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPC03247000743		
5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PMMEECD (614)692-7456 /FAX: (614)693-1551 E-mail: Pamela.Stevenson@dla.mil		CODE SP0700	6. ADMINISTERED BY (If other than Item 5) S4404A DCMA SAN ANTONIO ATTN: DCMC-GEF 615 E HOUSTON ST PO BOX 1040 SAN ANTONIO TX 78294-1040		CODE S4404A
		Criticality: C	PAS: NONE		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) WINDWARD, INC. DBA WINDWARD, INC. 57350 ALLEN ROAD SLIDELL LA 70461-2318		8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM 12

CODE 1RPQ4	FACILITY CODE	11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5 FMS Requirement	12. PAYMENT WILL BE MADE BY S33181 DFAS COLUMBUS CENTER ATTN DFAS CO BYDPCC/CC CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203 EFT: T
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA CG: 97X4930 SCC0 001 26.0 S33150
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				
15G. TOTAL AMOUNT OF CONTRACT					\$98329.70

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10
X	B	SUPPLIES OR SERVICES AND PRICES/COST	8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	11
X	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	9		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	10		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	10				

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 SP076004R3679 , 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 BILLY R. SHORT
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)

SECTION B

PR: YPC03247000743
NSN: 1075-00-507-1201

ITEM DESCRIPTION:

CUTTER BODY ASSEMBLY. MK14 MOD 0, MINESWEEPING, NON-MAGNETIC. BERYLLIUM-COPPER ALLOY, BODY AND SOME PARTS. IN ACCORDANCE WITH NAVY DRAWING 3286189 REVISION "B", AND RELATED DRAWINGS AND SPECIFICATIONS.

EXCEPTIONS TO DWGS 3286143, 3286136 & 3286146: CHG. NOTE TO READ "HARDEN TO ROCKWELL C-40 TO C-48".

NON-MAGNETIC - PART IS TO BE "NON-MAGNETIC" I/A/W DOD-STD 2143. THE RELATIVE MAGNETIC PERMEABILITY AFTER FABRICATION OF ALL MATERIAL SHALL NOT EXCEED 2.0 USING TEST METHOD 501 OF MIL-STD-2142A.

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

THE INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9002 OR A "TAILORED" PROGRAM MEETING THE FOLLOWING ISO 9002 PARAGRAPHS APPLIES:

4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION AND TESTING AS WELL AS APPLICABLE DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY CONTRACT
4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A) AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH ARE HEREBY DELETED
4.7, CUSTOMER-SUPPLIED PRODUCT:
4.8, PRODUCT IDENTIFICATION & TRACEABILITY:
4.10, INSPECTION & TESTING:
4.11, INSPECTION, MEASURING & TEST EQUIPMENT:
4.12, INSPECTION AND TEST STATUS:
4.13, CONTROL OF NONCONFORMING PRODUCT:
4.14, CORRECTIVE AND PREVENTIVE ACTION: PARAGRAPH 4.14.3 APPLY TO PRODUCT ONLY
4.16, QUALITY RECORDS:
FAR CLAUSE 52.246-11 APPLIES

DRAWING CITED IS SUBJECT TO EXPORT-CONTROL REGULATIONS AND DISTRIBUTION IS LIMITED TO THOSE

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SECTION B

CONTRACTORS QUALIFIED TO RECEIVE RESTRICTED DRAWINGS AS LISTED ON THE CERTIFIED CONTRACTORS ACCESS LIST (CCAL).

APPLICATION MUST BE MADE ON DD FORM 2345, "MILITARY CRITICAL TECHNICAL DATA AGREEMENT". COPIES OF THIS FORM ARE AVAILABLE AT THE WORLD WIDE WEB ADDRESS HTTP://WWW.DLIS.DLA.MIL/JCP OR BY WRITING TO:

UNITED STATES/CANADA JOINT CERTIFICATION OFFICE
DEFENSE LOGISTICS INFORMATION SERVICE
FEDERAL CENTER
74 WASHINGTON AVE, NORTH
BATTLE CREEK, MI 49017-3084

CONTRACTS WILL BE AWARDED ONLY TO THOSE CONTRACTORS APPEARING ON THE CCAL PRIOR TO AN AWARD.

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 10001 3205235
REFNO DTD 1985 MAR 29
AMEND NR C DTD 1999 MAR 26
TYPE NUMBER: PIN, HINGE
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3210724
REFNO DTD 1985 MAR 29
AMEND NR D DTD 2001 MAR 07
TYPE NUMBER: TIP, FIRING PIN
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3210748
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1999 MAR 22
TYPE NUMBER: FIRING PIN ASSY.
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3210762
REFNO DTD 1985 MAR 29
AMEND NR C DTD 2000 SEP 19
TYPE NUMBER: PIN, PIVOT, FIRING PIN
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3286107
REFNO DTD 1985 MAY 10
AMEND NR D DTD 1998 AUG 07
TYPE NUMBER: PIN, COTTER
"ALTERED ITEM"

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I/A/W DRAWING NR 10001 3286110
REFNO DTD 1985 MAY 10
AMEND NR D DTD 2001 APR 11
TYPE NUMBER: TAG
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3286136
REFNO DTD 1985 MAR 29
AMEND NR E DTD 2001 MAY 23
TYPE NUMBER: PIN, BEECH, CONTRACT
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3286140
REFNO DTD 1985 MAR 29
AMEND NR D DTD 1988 MAR 25
TYPE NUMBER: SCREW, BREECH ASSY.
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3286143
REFNO DTD 1985 MAR 29
AMEND NR E DTD 2001 MAR 02
TYPE NUMBER: BODY, FIRING PIN
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3286146
REFNO DTD 1985 MAR 29
AMEND NR D DTD 2001 MAY 01
TYPE NUMBER: ARM, ROCKER
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 10001 3286169
REFNO DTD 1985 MAR 29
AMEND NR C DTD 1999 MAR 26
TYPE NUMBER: FIRING PIN & ROCKER ARM AY.
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 53711 3210758
REFNO DTD 1985 MAR 29
AMEND NR C DTD 2000 SEP 22
TYPE NUMBER: SPRING
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 53711 3210763
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1999 MAR 12
TYPE NUMBER: PIN, PIVOT, BREECH
"DETAILED DRAWING (ONE ITEM) "

I/A/W DRAWING NR 53711 5971852
REFNO DTD 1985 MAR 29
AMEND NR A DTD 2001 SEP 20
TYPE NUMBER: PIN, PUNCH, SHEAR

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"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286116
REFNO DTD 1985 MAR 29
AMEND NR F DTD 2001 MAR 03
TYPE NUMBER: SHAFT, FIRING PLUNGER
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286117
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1998 FEB 16
TYPE NUMBER: GUIDE, FIRING PLUNGER
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286118
BASIC DTD 1985 MAR 29
AMEND NR B DTD 2000 SEP 11
TYPE NUMBER: PUNCH, CUTTING
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286120
BASIC DTD 1985 MAR 29
AMEND NR B DTD 2000 SEP 11
TYPE NUMBER: SPRING
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286121
REFNO DTD 1985 MAR 29
AMEND NR B DTD 2000 SEP 11
TYPE NUMBER: SPRING
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286145
REFNO DTD 1985 MAR 29
AMEND NR E DTD 1990 JUL 03
TYPE NUMBER: HEAD, FIRING PLUNGER
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286147
REFNO DTD 1985 MAR 29
AMEND NR C DTD 2000 SEP 12
TYPE NUMBER: PIN, TRIP. LOW-MAGNETIC
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286154
REFNO DTD 1985 MAR 29
AMEND NR A DTD 1985 APR 02
TYPE NUMBER: ANVIL
"DETAILED DRAWING (ONE ITEM)"

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I/A/W DRAWING NR 80064 3286155
REFNO DTD 1985 MAR 29
AMEND NR D DTD 2001 APR 11
TYPE NUMBER: FRAME, MAIN
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286156
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1998 FEB 16
TYPE NUMBER: BODY, BREECH BLOCK
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286168
REFNO DTD 1985 MAY 10
AMEND NR A DTD 1985 MAY 21
TYPE NUMBER: SAFETY PIN ASSY., LOW-MAG.
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286178
REFNO DTD 1985 MAR 29
AMEND NR F DTD 1991 JUL 09
TYPE NUMBER: PLUNGER, FIRING
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286179
REFNO DTD 1985 MAR 29
AMEND NR A DTD 1985 APR 02
TYPE NUMBER: BREECH ASSEMBLY
"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 80064 3286189
BASIC DTD 1985 MAR 29
AMEND NR B DTD 2000 SEP 11
TYPE NUMBER: CUTTER BODY ASSEMBLY
"DETAILED DRAWING (ONE ITEM)"

I/A/W ASTM B 194
REFNO DTD 2001 OCT 10
AMEND NR DTD
TYPE NUMBER: UNS 17200 TH04
ASTM.....CODE: 81346
AMERICAN SOCIETY FOR TESTING AND MATERIALS
1916 RACE STREET
PHILADELPHIA PA 19103
TELEPHONE: 610-832-9500
TELEFAX: 610-832-9555

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ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPC03247000743	0001	170	EA	\$578.41000	\$98329.70

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

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = 00: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = D3: OPI = 0:
 INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
 PACK CODE = Q: PACKING LEVEL = B:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
 PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E
 DATED 3029

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
 MIL-STD-129 (LATEST REVISION) MARKING AND BAR
 CODING IN ACCORDANCE WITH AIM BC1.

DELIVER FOB: ORIGIN BY: 2004 JUN 14

PARCEL POST ADDRESS:

FMS REQ'T
 CONTACT TRANS OFFICE AT ADMIN OFF PRIOR TO SHIPMENT

M/F: (TCN) PTWB5431470019 XXX
 RDD CONTACT TRANS OFFICE AT ADMIN OFFICE PRIOR TO SHIPMENT
 PROJ TP 1
 SUP ADD PA4JUR SIG L

FOR GOVERNMENT USE ONLY: IPD 03

DIC A01 DIST F9C ADV 2L FC 48

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

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

SECTION D**D02c - PACKAGING AND MARKING REQUIREMENTS (AUG 1999) (DSCC 52.246-9C40)**

Packaging requirements for Direct Delivery Shipments. All items under any resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAW ASTM D3951, marking in accordance with MIL-STD-129N.

NOTE: 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.

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

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

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

- (1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.
(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.
(3) Method of shipment will be in accordance with Clause F05 (DCC 52.247-902) or F06 (DSCC 52.247-9C03).

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

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 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 www.dsccl.dla.mil/Offices/Packaging/Forms.html.

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

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly

packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

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

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

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

SECTION E**E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)****E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)**

- (a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.
(b) Inspection prior to shipment will be based on the following:
(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.
(2) For CLIN(S) described by manufacturer's name/code and part number,
(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.
(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.
(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.
Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:**SUPPLIES**

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

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

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Applicable to CLIN(s):

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10)
(FEB 2003)

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

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

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

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

SECTION FF04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS
(DSCC 52.247-9C04) (JAN 2003)

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

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

Applicable to CLIN(s):

PACKAGING

(X) Same as Offeror

Applicable to CLIN(s): 0001

() Same as above

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

Applicable to CLIN(s):

Applicable to CLIN(s):

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

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

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

F07 - FMS SHIPPING INSTRUCTIONS (DLAD 52.225-9002)
(JUN 1998)

Applicable to CLINS 0001

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

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

DELIVERY SCHEDULE CLIN(s)	QUANTITY	DAYS
0001	170	180

Liquidated Damages () is () is not applicable.

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

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

(X) (Same as Offeror)

() Other (City and State):

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E06 - MATERIAL INSPECTION AND RECEIVING REPORT
(DFARS 252.246-7000) (MAR 2003)E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED
ISO 9002) (FEB 1999) (DSCC 52.246-9C44)**NOTICE:**

When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

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SECTION G

G03 - NOTES TO CONTRACT ADMINISTRATION OFFICE:

a. Delinquency Reports - In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

Address for ICM is as follows:

(X) DLA, Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC- MBECD
Columbus, OH 43216-5000

() b. Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000 is not applicable.

() c. This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

CLIN(s)

() d. Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are:

CLIN(s)

() e. Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review your decisions to adjust prices in accordance with EPA clause.

f. Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.406-1(b).

SECTION H

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 252.211-7005)

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

SECTION I

I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)

I11 - ALTERNATE A, FAR 52.204-7 (DFARS 252.204-7004) (NOV 2003)

I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.232-7003) (MAR 2003)

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) 'Payment request' means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Workflow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.odgen.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

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

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

Item:

Contract Description:

Line Items:

Quantity:

Total:

I77 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024) (MAR 2000)

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

I89 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003)

() ALTERNATE I (OCT 1995)

CONTINUED ON NEXT PAGE

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I100 - LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14)
(DEC 1996)

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

SECTION J

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

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA3		PAGE OF PAGES 1 21	
2. CONTRACT NO.		3. SOLICITATION NO. SP0760-04-R-3679		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (SFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 14 OCT 03	
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 14704 Columbus, OH 43216-9010		COOB SP0760		8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-FRAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 14653 Columbus, OH 43216-9009 For contact number and facsimile numbers - See Block 9		6. ACQUISITION/PURCHASE NO. YPC03247080743	

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 hand-carried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time **14 Nov 03**

FAX Number(s): (614) 692-4375 (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 Billy Short, PMMDAF1		C. E-MAIL ADDRESS Billy.Short@da.mil	
		B. PHONE / FAX (NO COLLECT CALLS) (614) 692-2734 / FAX: (614) 692-3796			

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	- PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS/WORK STATEMENT		X	I	LIST OF ATTACHMENTS	15
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERS	17
X	F	DELIVERIES OR PERFORMANCE	10	X	L	INSTRES, CONDS, AND NOTICES TO OFFERORS	19
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	20
X	H	SPECIAL CONTRACT REQUIREMENTS	11				

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 prices set opposite such item, delivered to the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.232-6)		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 offers and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR WINDWARD, INC. 57350 ALLEN ROAD SLIDELL, LA 70461		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) GLENN O'ROURKE, PRESIDENT	
15B. TELEPHONE NO. (Include area code) (985) 726-9401	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <i>Glenn O'Rourke</i>		18. OFFER DATE 11/14/2003	
15D. FAX NO. (985) 726-9405	15E. E-MAIL ADDRESS glenn@windwardinc.com				

AWARD (To be completed by Government)		
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(a)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) → ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <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 7540-01-132-8064
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

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

ATTACHMENT to SP0760-04-C-5160

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THE POINT FOR EVALUATION OF FOB ORIGIN IS: LINDEN, NJ 07036
OR GARDENA, CA 90248

SECTION B

PR: YPC03247000743
NSN: 1075-00-507-1201

ITEM DESCRIPTION:

CUTTER BODY ASSEMBLY. MK14 MOD 0, MINESWEEPING, NON-MAGNETIC. BERYLLIUM-COPPER ALLOY, BODY AND SOME PARTS. IN ACCORDANCE WITH NAVY DRAWING 3286189 REVISION 'B', AND RELATED DRAWINGS AND SPECIFICATIONS.

EXCEPTIONS TO DWGS 3286143, 3286136 & 3286146: CHG. NOTE TO READ 'HARDEN TO ROCKWELL C-40 TO C-48'.

NON-MAGNETIC - PART IS TO BE 'NON-MAGNETIC' I/A/W DOD-STD 2143. THE RELATIVE MAGNETIC PERMEABILITY AFTER FABRICATION OF ALL MATERIAL SHALL NOT EXCEED 2.0 USING TEST METHOD 501 OF MIL-STD-2142A.

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

THE INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9002 OR A 'TAILORED' PROGRAM MEETING THE FOLLOWING ISO 9002

PARAGRAPHS APPLIES:

4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION AND TESTING AS WELL AS APPLICABLE DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY CONTRACT

4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A) AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH ARE HEREBY DELETED

4.7, CUSTOMER-SUPPLIED PRODUCT:

4.8, PRODUCT IDENTIFICATION & TRACEABILITY:

4.10, INSPECTION & TESTING:

4.11, INSPECTION, MEASURING & TEST EQUIPMENT:

4.12, INSPECTION AND TEST STATUS:

4.13, CONTROL OF NONCONFORMING PRODUCT:

4.14, CORRECTIVE AND PREVENTIVE ACTION:

PARAGRAPH 4.14.3 APPLY TO PRODUCT ONLY

4.16, QUALITY RECORDS:

FAR CLAUSE 52.246-11 APPLIES

CRITICAL APPLICATION ITEM

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 10001 3205235
REFNO DTD 1985 MAR 29
AMEND NR C DTD 1999 MAR 26
TYPE NUMBER: PIN, HINGE
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3210724
REFNO DTD 1985 MAR 29
AMEND NR D DTD 2001 MAR 07
TYPE NUMBER: TIP, FIRING PIN
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3210748
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1999 MAR 22
TYPE NUMBER: FIRING PIN ASSY.
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3210762
REFNO DTD 1985 MAR 29
AMEND NR C DTD 2000 SEP 19
TYPE NUMBER: PIN, PIVOT, FIRING PIN
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3286107
REFNO DTD 1985 MAY 10
AMEND NR D DTD 1998 AUG 07
TYPE NUMBER: PIN, COTTER
'ALTERED ITEM'

I/A/W DRAWING NR 10001 3286110
REFNO DTD 1985 MAY 10
AMEND NR D DTD 2001 APR 11
TYPE NUMBER: TAG
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3286136
REFNO DTD 1985 MAR 29
AMEND NR D DTD 2001 MAR 02
TYPE NUMBER: PIN, BEECH, CONTRACT
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3286140
REFNO DTD 1985 MAR 29
AMEND NR D DTD 1988 MAR 25
TYPE NUMBER: SCREW, BREECH ASSY.
'DETAILED DRAWING (ONE ITEM)'

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SECTION B

I/A/W DRAWING NR 10001 3286143
REFNO DTD 1985 MAR 29
AMEND NR E DTD 2001 MAR 02
TYPE NUMBER: BODY, FIRING PIN
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3286146
REFNO DTD 1985 MAR 29
AMEND NR D DTD 2001 MAY 01
TYPE NUMBER: ARM, ROCKER
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 10001 3286169
REFNO DTD 1985 MAR 29
AMEND NR C DTD 1999 MAR 26
TYPE NUMBER: FIRING PIN & ROCKER ARM AY.
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 53711 3210758
REFNO DTD 1985 MAR 29
AMEND NR C DTD 2000 SEP 22
TYPE NUMBER: SPRING
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 53711 3210763
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1999 MAR 12
TYPE NUMBER: PIN, PIVOT, BREECH
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 53711 5971852
REFNO DTD 1985 MAR 29
AMEND NR A DTD 2001 SEP 20
TYPE NUMBER: PIN, PUNCH, SHEAR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286116
REFNO DTD 1985 MAR 29
AMEND NR F DTD 2001 MAR 03
TYPE NUMBER: SHAFT, FIRING PLUNGER
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286117
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1998 FEB 16
TYPE NUMBER: GUIDE, FIRING PLUNGER
'DETAILED DRAWING (ONE ITEM)'

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 80064 3286118
BASIC DTD 1985 MAR 29
AMEND NR B DTD 2000 SEP 11
TYPE NUMBER: PUNCH, CUTTING
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286120
BASIC DTD 1985 MAR 29
AMEND NR B DTD 2000 SEP 11
TYPE NUMBER: SPRING
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286121
REFNO DTD 1985 MAR 29
AMEND NR B DTD 2000 SEP 11
TYPE NUMBER: SPRING
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286145
REFNO DTD 1985 MAR 29
AMEND NR E DTD 1990 JUL 03
TYPE NUMBER: HEAD, FIRING PLUNGER
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286147
REFNO DTD 1985 MAR 29
AMEND NR C DTD 2000 SEP 12
TYPE NUMBER: PIN, TRIP. LOW-MAGNETIC
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286154
REFNO DTD 1985 MAR 29
AMEND NR A DTD 1985 APR 02
TYPE NUMBER: ANVIL
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286155
REFNO DTD 1985 MAR 29
AMEND NR D DTD 2001 APR 11
TYPE NUMBER: FRAME, MAIN
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286156
REFNO DTD 1985 MAR 29
AMEND NR B DTD 1998 FEB 16
TYPE NUMBER: BODY, BREECH BLOCK
'DETAILED DRAWING (ONE ITEM)'

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SECTION B

I/A/W DRAWING NR 80064 3286168
 REFNO DTD 1985 MAY 10
 AMEND NR A DTD 1985 MAY 21
 TYPE NUMBER: SAFETY PIN ASSY., LOW-MAG.
 'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286178
 REFNO DTD 1985 MAR 29
 AMEND NR F DTD 1991 JUL 09
 TYPE NUMBER: PLUNGER, FIRING
 'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286179
 REFNO DTD 1985 MAR 29
 AMEND NR A DTD 1985 APR 02
 TYPE NUMBER: BREECH ASSEMBLY
 'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 80064 3286189
 BASIC DTD 1985 MAR 29
 AMEND NR B DTD 2000 SEP 11
 TYPE NUMBER: CUTTER BODY ASSEMBLY
 'DETAILED DRAWING (ONE ITEM)'

I/A/W ASTM B 194
 REFNO DTD 2001 OCT 10
 AMEND NR DTD 20
 TYPE NUMBER: UNS 17200 TH04
 ASTM.....CODE: 81346
 AMERICAN SOCIETY FOR TESTING AND MATERIALS
 1916 RACE STREET
 PHILADELPHIA PA 19103
 TELEPHONE: 610 832 9500
 TELEFAX: 610-832-9555

<u>ITEM</u>	<u>PR</u>	<u>PLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC03247000743	0001	170	EA	\$ 578.41	\$ 98,329.70

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

CONTINUED ON NEXT PAGE

SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = 00: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = D3: OPI = 0:
INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
PACK CODE - Q: PACKING LEVEL - B:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E
DATED 3029

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR
CODING IN ACCORDANCE WITH AIM BCL.

PARCEL POST ADDRESS:

FMS REQ'T
CONTACT TRANS OFFICE AT ADMIN OFF PRIOR TO SHIPMENT

M/F: (TCN) PTWB5431470019 XXX
CONTACT TRANS OFFICE AT ADMIN OFFICE PRIOR TO SHIPMENT
PROJ TP 1
SUP ADD PA4JUR SIG L

FOR GOVERNMENT USE ONLY: IPD 03
DIC A01 DIST F9C ADV 2L FC 48

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dsc.dla.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.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-delating. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the remittance Address field of this contract/order.

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

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

SECTION B

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

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

SECTION D

D02c - PACKAGING AND MARKING REQUIREMENTS (AUG 1999) (DSCC 52.246-9C40)

Packaging requirements for Direct Delivery Shipments. All items under any resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAW ASTM D3951, marking in accordance with MIL-STD-129N.

NOTE: 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.

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

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

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

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 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 www.dsc.dla.mil/Offices/Packaging/Forms.html.

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

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

D11 - BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DLAD 52.211-9008) (DEC 2001)

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

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

<http://www.dsc.dla.mil/downloads/packaging/dc1636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

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

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

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

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

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.
 (2) For CLIN(S) described by manufacturer's name/code and part number,

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

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

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

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

(c) Inspection Points:

SUPPLIES

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Same as Offeror
Applicable to CLIN(s):

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

Same as Offeror
Applicable to CLIN(s):

Same as above

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

Applicable to CLIN(s):

Applicable to CLIN(s):

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

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

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

E05 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED ISO 9002) (FEB 1999) (DSCC 52.246-9C44)

NOTICE:

When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2003)

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

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

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

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

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

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

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

- FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)
- FAR 52.242-15 - Stop-Work Order (AUG 1989)
- FAR 52.242-17 - Government Delay of Work (APR 1984)
- FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)
- FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)
- FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)
- FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)
- FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)
- FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

F07 - FMS SHIPPING INSTRUCTIONS (DLAD 52.225-9002) (JUN 1998)

Applicable to CLINS 0001

F22 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37) (JUN 1997)

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

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REQUIRED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
0001	170	180

increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
0001	170	180

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

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

F25 - F.O.B. ORIGIN, WITH DIFFERENTIALS (FAR 52.247-33) (JUN 1988)

SECTION H

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 252.211-7005)

F26 - TRANSPORTATION TRANSIT PRIVILEGE CREDITS (FAR 52.247-37) (APR 1984)

(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:

CLIN(s)	RATES PER CWT IN CENTS	TO DESTINATION

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:

F27 - GUARANTEED SHIPPING CHARACTERISTICS (FAR 52.247-60) (DEC 1989)

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

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

SECTION I

I01 - 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.

- (1) To be completed by the offeror:
 - (i) Type of container: Wood Box (), Fiber Box (X), Barrel (), Reel (), Drum (), Other (Specify):
 - (ii) Shipping configuration: Knocked-down (), Set-up (), Nested (), Other (Specify):
 - (iii) Size of container: 8" (Length), x 6" (Width), x 4" (Height) = .11 Cubic FT;
 - (iv) Number of items per container 1 Each;
 - (v) Gross weight of container and contents 10 LBS
 - (vi) Palletized/skidded (X) Yes () No;
 - (vii) Number of containers per pallet/skid 170 ;
 - (viii) Weight of empty pallet bottom/skid and sides 40 LBS;
 - (ix) Size of pallet/skid and contents 1740 LBS Cube ; 4'6" x 4'6" x 2'
 - (x) Number of containers or pallets/skids per rail car * -- Size of rail car Type of rail car
 - (xi) Number of containers or pallets/skids per trailer * -- Size of trailer FT Type of trailer

- FAR 52.202-1 - Definitions (DEC 2001)
- FAR 52.203-3 - Gratuities (APR 1984)
- FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)
- FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 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 confirmation is required.)
- FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- FAR 52.209-6 - Protecting the Governments 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 (> \$550,000) (MAY 2001)
- FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
- FAR 52.215-12 - Subcontractor Cost or Pricing Data (> \$550,000) (OCT 1997)
- FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$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 (> \$550,000) (DEC 1998)
- FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
- FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions

* Number of complete units (contract line item) to be shipped in carrier's equipment.
(2) To be completed by the Government after evaluation but before contract award.
(i) Rate used in evaluation
(ii) Tender/Tariff
(iii) Item
(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for

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(> \$550,000) (OCT 1997)
 FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997)
 FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)
 FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001)
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 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 (JEC 1996)
 FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
 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 1989)
 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 (JUN 2003) (Deviation)
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)
 FAR 52.227-1 - Authorization and Consent (JUL 1995)
 FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 FAR 52.229-3 - Federal, State, and Local Taxes (JUN 2003)
 FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1991)
 FAR 52.230-2 - Cost Accounting Standards (> \$500,000) (APR 1998)
 FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992)
 FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-17 - Interest (JUN 1996)
 FAR 52.232-22 - Assignment of Claims (JAN 1996)
 FAR 52.232-25 - Prompt Payment (FEB 2002)
 FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)
 FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.242-13 - Bankruptcy (JUL 1995)
 FAR 52.244-2 - Subcontracts (AUG 1998)
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)
 FAR 52.246-23 - Limitation of Liability (FEB 1997)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)
 FAR 52.248-1 - Value Engineering (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)
 DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
 DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991)
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000)
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991)
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear

Forces (INF) Treaty) (NOV 1995)
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
 DFARS 252.215-7000 - Pricing Adjustments (> \$550,000) (DEC 1991)
 DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1998)
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (FEB 2003)
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (SEP 2001)
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991)
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1999)

I11 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)

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

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

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use 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 documented by the part rejecting ADR to be inappropriate for resolving the dispute.

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

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officer before determining ADR to be inappropriate.

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

II7 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000)
(APR 2002)

(a) Definition.

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

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

(c) With respect to the surplus material being offered, the Offeror represents that: N/A

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes () No ()

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes () No ()

If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes () No ()

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes () No ()

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

Yes () No ()

If yes, the price includes replacement of cure-dated components. Yes () No ()

(5) The material has data plates attached.

Yes () No () If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

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

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

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

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

Specification/Drawing Number

Revision (if any)

Date

(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 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 ()

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

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

For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/invitation For Bid and corresponding DMS Form 1427, Notice of Award, Statement and Release Document.

For DMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

For DMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for Bid and corresponding DMS Form 1427.

When the above documents are not available, or if they do not identify the specific MMS being acquired, a copy or facsimile of all original package markings and data, including MNR, 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 .)

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.

(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.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(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 examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was

initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

118 - PRIORITY MARKING (DLAD 52.211-9002) (MAR 2000)

120 - PRODUCTION FACILITY CHANGES (DQCC 52.215-9004) (APR 1985)

128 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JUN 1997)

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

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

(b)(2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

CERTIFICATION

GLENN O'ROURKE

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

GLENN O'ROURKE
Typed Name of the Officer or Employee
PRESIDENT

TITLE

WINDWARD, INC

Name of Company, Firm, or Organization

11/14/2003

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.

162 - 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).

163 - HAZARD WARNING LABELS (DFARS 251.223-7001) (DEC 1991)

MATERIAL ACT (If none, insert 'None')

164 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 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,

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and, where so identified, the National Stock Number (NSN).

I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)

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

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

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

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

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

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

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

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

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such 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.

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

I89 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003)

() ALTERNATE I (OCT 1995)

I100 - LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1995)

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

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

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

I116 - PROGRESS PAYMENTS (FAR 52.232-16) (APR 2003)

(1) Due date. The designated payment office will make progress payments on the 7th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the

designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

- () ALTERNATE I (MAR 2000)
- () ALTERNATE II (APR 2003)
- () ALTERNATE III (APR 2000)

I123 - EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DFARS 252.225-7028) (APR 2003)

I124 - PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DFARS 252.232-7002) (DEC 1991)

I125 - DOD PROGRESS PAYMENT RATES (DFARS 252.232-7004) (OCT 2001)

I152 - RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (DFARS 252.225-7027) (APR 2003)

(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.

SECTION J

J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

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

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

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() DD FM 254 Contract Security Classification
Specification DEC 99

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