

AWARD/CONTRACT J	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA3	PAGE OF 1	PAGES 6
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2. CONTRACT (Proc. Inst. Ident.) NO. SP0760-04-C-5162	3. EFFECTIVE DATE 2004 FEB 17	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPC03281001011
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5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PMMEECK (614)692-2580 /FAX: (614)693-1551 E-mail: Charles.Barnett@dla.mil	CODE SP0700	6. ADMINISTERED BY (If other than Item 5) S0602A DCMC DENVER ORCHARD PLACE 2 5975 GREENWOOD PLZ BLVD SUITE 200 GREENWOOD VILLAGE, CO 80111-4715	CODE S0602A
Criticality: C		PAS: NONE	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) BARBER-NICHOLS INC 6325 W 55TH AVENUE ARVADA CO 80002-2707	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5	CODE 57377	FACILITY CODE	12. PAYMENT WILL BE MADE BY HQ0339 DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 182381 COLUMBUS OH 43218-2381 EFT: T	CODE HQ0339
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) (1) <input type="checkbox"/> 41 USC 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA
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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 **\$347250.00**

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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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 SP076004R3690 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 FEB 17 2004
BY _____ (Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

CONTINUATION SHEET

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SECTION B

PR: YPC03281001011
 NSN: 4320-01-206-4439

ITEM DESCRIPTION:

PUMP UNIT, CENTRIFUGAL.

BARBER-NICHOLS INC (57377) P/N 815000

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC03281001011	0001	25	EA	\$11575.00000	\$289375.00

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

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = XX:
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = XX: OPI = 0:
 INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
 PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E
 DATED 3029
 SUPPLEMENTAL INSTRUCTIONS
 PACKAGING SHALL BE IAW MIL-P-16789.

'PRESERVATION & PACKAGING SHALL BE
 I/A/W THE LATEST REVISION OF FEDERAL
 SPECIFICATIONS MIL-P-16789 FOR PUMPS,
 CENTRIFUGAL.'
 'WHEN ZZ IS THE METHOD OF PRESERVATION, USE
 LEVEL 'A' PRESERVATION AS CITED IN THE
 COMMODITY SPECIFICATION.'

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SECTION B

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

DELIVER FOB: DESTINATION BY: 2004 SEP 28

PARCEL POST ADDRESS:

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG W143 DWY 9
NORFOLK VA 23512-0001

FREIGHT SHIPPING ADDRESS:

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG 135 DWY 10
NORFOLK VA 23512-0001

NON-MILSTRIP
PROJ

Table with columns: ITEM, PR, PRLI, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Row 1: 0002, YPC03281001011, 0002, 5, EA, \$11575.00000, \$57875.00

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

PREP FOR DELIVERY

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

DELIVER FOB: DESTINATION BY: 2004 SEP 28

PARCEL POST ADDRESS:

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SECTION B

PR CONT'D
SW3218
DEF DIST DEPOT SAN DIEGO
2680 WODEN STREET
SAN DIEGO CA 92136-5491

FREIGHT SHIPPING ADDRESS:

SW3218
DEF DIST DEPOT SAN DIEGO
2680 WODEN STREET
RECEIVING BLDG 3304
SAN DIEGO CA 92136-5491

NON-MILSTRIP
PROJ

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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/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icp.htm>

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

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

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

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

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

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/dcl1636p001.doc>

SECTION E**E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)****E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)****E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)****E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)****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.

E31 - REPACKAGING BEFORE VENDOR NOTIFICATION (DSCC 52.246-9C36) (AUG 1999)**SECTION F****F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)**

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

(b) DSCC Administered orders:
(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)
(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dsccl.dla.mil/refs/provclauses/>.

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

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

DELIVERY SCHEDULE	CLIN(s)	QUANTITY	DAYS
ALL	30	224	

CONTINUED ON NEXT PAGE

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Liquidated Damages () is () is not applicable.

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

F33 - P.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

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- MEECK
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)

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)

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)

SECTION J

J02 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

CONTRACTOR'S FAX	dtd	02/11/04	Encl #1
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #

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



DESIGN & MANUFACTURE OF CUSTOM TURBOMACHINERY

6325 W. 55th Avenue * Arvada, Colorado * 80002 * USA * 303-421-8111 * FAX: 303-420-4679 * www.barber-nichols.com

QUOTATION

Quote Ref.: 11388

Total Pages: 20

To: Billy Short
Defense Supply Center Columbus
P.O Box 16704
3990 E. Broad St.
Columbus OH 43216-5010
Phone: 614-692-2734
Fax: 614-692-3796

Date: 12/15/03
Expires: 3/30/04
Terms: Net 30 days
FOB: Destination
Sales Person: Debra A. Vigil
Reference: see below:

REVISED QUOTE 1/8/04 per customers request:

Submit Quotation to FAX: 614-692-4275

REF: Solicitation # SP0760-04-R-3690

Dear Mr. Short:

Barber-Nichols is pleased to provide our price and delivery per the above request for proposal. These pumps will be manufactured from all new materials not previously procured.

All necessary information regarding our company is on file and current with the Central Contract Registration Agency.

This price and delivery does not include cost and time for source inspection at our facility if applicable.

We look forward to working with you on this project. Please call if we can provide any additional information.

Yours truly,

BARBER-NICHOLS INC.

*Debra A. Vigil
Project Manager*

OEM Products

- Pumps
- Blowers
- Compressors
- Turbines

Turnkey Systems

- Geothermal Electric Power Plants
- Solar Electric Power Plants
- Waste Heat Recovery Systems
- Skid Mounted Equipment

Contract Manufacturing

- Machining
- Inspection
- Testing
- Fabrication

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Enclosure #1 to SP0760-04-R-5162



Nichols

DESIGN & MANUFACTURE OF CUSTOM TURBOMACHINERY

6325 W. 55th Avenue * Arvada, Colorado * 80002 * USA * 303-421-8111 * FAX: 303-420-4679 * www.barber-nichols.com

QUOTATION

Quote Ref.: 11388

To: Billy Short
 Defense Supply Center Columbus
 P.O Box 16704
 3990 E. Broad St.
 Columbus OH 43216-5010
 Phone: 614-692-2734
 Fax: 614-692-3796

Date: 12/15/03
 Expires: 3/30/04
 Terms: Net 30 days
 FOB: Destination
 Sales Person: Debra A. Vigil
 Reference: see below:

Line	Quantity	Part Number/Description	Unit Price	Total
1	25.00	4320-01-206-4439 PUMP ASSY 815000 Lead Time: 32 weeks ARO <u>Specifications/Comments:</u> PRICE QUOTED IS FOB DESTINATION	\$ 11,575	\$ 289,375
2	5.00	4320-01-206-4439 PUMP ASSY 815000 Lead Time: 32 weeks ARO <u>Specifications/Comments:</u> PRICE QUOTED IS FOB DESTINATION	\$ 11,575	\$ 57,875
Total:				347,250.00

Price based on order for both line items being placed at the same time if not the \$15,500 price will apply for all 5 ea. pumps

Barber-Nichols warranty attached:

Debra A. Vigil
 Debra A. Vigil

The specifications listed above are approximate and prices are subject to final approved specifications.

OEM Products

- Pumps
- Blowers
- Compressors
- Turbines

Turnkey Systems

- Geothermal Electric Power Plants
- Solar Electric Power Plants
- Waste Heat Recovery Systems
- Skid Mounted Equipment

Contract Manufacturing

- Machining
- Inspection
- Testing
- Fabrication

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700) →	RATING DOA3	PAGE OF PAGES 1 17	
2. CONTRACT NO.	3. SOLICITATION NO. SP0760-04-R-3690	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	5. DATE ISSUED 28 NOV 03	6. REQUISITION/PURCHASE NO. YPC03281001011	
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5810		CODE SP0700	8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-FBA (Bid Opening Room 136, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers-See Block 9		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handwritten, in the depository located in _____ Lobby (White Bid Box), Bldg 26, 3990 E. Broad St., Columbus, OH 43215, until 1:00 PM local time: 26 DEC 03 (Date)

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

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, PMMDAR1	C. E-MAIL ADDRESS Billy.Short@ula.mil
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-2734 / FAX: (614) 692-3796	

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X	D	PACKAGING AND MARKING	5			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	11
X	F	DELIVERIES OR PERFORMANCE	6			PART V - CONTRACT ADMINISTRATION	
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	13
X	H	SPECIAL CONTRACT REQUIREMENTS	6	X	M	EVALUATION FACTORS FOR AWARD	15

NOTE: Items 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 (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.232-3)	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	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Debra A Vigil	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE Debra A Vigil	18. OFFER DATE 12/15/04
15D. FAX NO.	15E. E-MAIL ADDRESS			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

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

NSN 7540-01-152-8054
PREVIOUS EDITION NOT USABLE

PERFORM (DLA)

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

ATTACHMENT TO SP0760-04-C-5162

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SECTION B						
<p>PR: YPC03281001011 NSN: 4320-01-206-4439</p> <p>ITEM DESCRIPTION: PUMP UNIT, CENTRIFUGAL.</p> <p>BARBER-NICHOLS INC (57377) P/N 815000</p> <p>(DLAD 52.217-9002 is applicable) TO BE COMPLETED BY ALL OFFERORS:</p> <p>Offer based on: Manufacturer's Name <u>Barber-Nichols Inc.</u> Part Number <u>815000</u></p>						
ITEM	PR	PLLT	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPC03281001011	0001	25	EA	\$ 11,575	\$ 289,375
<p>DELIVER FOB: See Clause QTY VARIANCE: PLUS See Clause MINUS See Clause INSP/ACCEP POINT: See Clause</p> <p>PREP FOR DELIVERY:</p> <p style="margin-left: 40px;">PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999 QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = ZX: WRAP MAT = XX: CUSE/DUNN MAT = XX: CUSE/DUNN THKNSS = X: UNIT CONT = XX: OPI = 0: INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX: PACK CODE - U: MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129. SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING. PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E DATED 3029 SUPPLEMENTAL INSTRUCTIONS PACKAGING SHALL BE IAW MIL-P-16789.</p>						
CONTINUED ON NEXT PAGE						

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SECTION B																
<p>'PRESERVATION & PACKAGING SHALL BE I/A/W THE LATEST REVISION OF FEDERAL SPECIFICATIONS MIL-P-16789 FOR PUMPS, CENTRIFUGAL.'</p> <p>'WHEN ZZ IS THE METHOD OF PRESERVATION, USE LEVEL 'A' PRESERVATION AS CITED IN THE COMMODITY SPECIFICATION.'</p> <p>DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM BCL.</p> <p>PARCEL POST ADDRESS:</p> <p style="margin-left: 40px;">SW3117 DEF DIST DEPOT NORFOLK VA RECEIVING OFFICER DDNV PR 1968 GILBERT ST BLDG W143 DWY 9 NORFOLK VA 23512-0001</p> <p>FREIGHT SHIPPING ADDRESS</p> <p style="margin-left: 40px;">SW3117 DEF DIST DEPOT NORFOLK VA RECEIVING OFFICER DDNV PR 1968 GILBERT ST BLDG 135 DWY 10 NORFOLK VA 23512-0001</p> <p>NON-MILSTRIP PROJ</p> <p style="text-align: center;">*****</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">ITEM</th> <th style="text-align: left;">PR</th> <th style="text-align: left;">PRLI</th> <th style="text-align: left;">QUANTITY</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">UNIT PRICE</th> <th style="text-align: left;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0002</td> <td>YPC03281001011</td> <td>0002</td> <td>5</td> <td>EA</td> <td>\$ 11,575</td> <td>\$ 57,875</td> </tr> </tbody> </table> <p style="text-align: right; margin-right: 100px;">See quote line comments re: 5 pc order</p> <p>DELIVER FOB: See Clause QTY VARIANCE: PLUS See Clause MINUS See Clause INSP/ACCEP POINT: See Clause</p> <p>PREP FOR DELIVERY:</p> <p style="margin-left: 40px;">PRGING DATA - MIL-STD-2073-1D, 15 DEC 1999 MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE</p>			ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT	0002	YPC03281001011	0002	5	EA	\$ 11,575	\$ 57,875
ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0002	YPC03281001011	0002	5	EA	\$ 11,575	\$ 57,875										
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PARCEL POST ADDRESS:		
SW3218 DEF DIST DEPOT SAN DIEGO 2680 WODEN STREET SAN DIEGO CA 92136-5491		
FREIGHT SHIPPING ADDRESS		
SW3218 DRF DIST DEPOT SAN DIEGO 2680 WODEN STREET RECEIVING BLDG 3304 SAN DIEGO CA 92136-5491		
NON-MILSTRIP PROJ		

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<p>Full text of all DDAB/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation. Current version found at http://DIRBS.dscs.dia.mil/ratx/propclauses. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at http://www.dia.mil/j-3/j-336/1cpe.htm. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.</p>	<p>D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)</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/TM 38-250/NAVSUP PUB 505/MCO P4036.19E, DLA 4148.3. 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>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.</p> <p>A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)</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, 3990 E. Broad St., Columbus, OH 43213.</p>	<p>D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)</p> <p>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:</p> <p>http://www.dscs.dia.mil/downloads/packaging/dcl636p001.doc</p>	
<p>SECTION B</p> <p>B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)</p> <p>The DSCC Master Solicitation is available on the Internet via the DSCC web site at http://DIRBS.dscs.dia.mil. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at http://www.dia.mil/j-3/j-336/1cpe.htm.</p>	<p>SECTION E</p> <p>E01 - CLAUSES INCORPORATED BY REFERENCE</p> <p>FAR 52.246-16 - Responsibility for Supplies (APR 1984)</p> <p>E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)</p> <p>E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)</p>	
<p>SECTION D</p> <p>D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)</p> <p>Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)</p> <p>The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.</p>	<p>E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)</p> <p>E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)</p> <p>E31 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246 9C10) (FEB 2003)</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>D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)</p> <p>(a) A packing list, invoice, or shipping documents shall accompany or be included in all shipments.</p> <p>(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, OUP, and Military Preservation Methods.</p> <p>(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)</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 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(a), '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>D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)</p> <p>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.dscs.dia.mil/Offices/Packaging/Forms.html.</p>	<p>E33 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)</p>	
	<p>CONTINUED ON NEXT PAGE</p>	

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F32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)			
SECTION F		F33 - F.O.B. - DESTINATION (PAR 52.247-34) (NOV 1991)	
901 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE		SECTION H	
<p>FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)</p> <p>FAR 52.242-15 - Stop-Work Order (AUG 1989)</p> <p>FAR 52.242-17 - Government Delay of Work (AFR 1984)</p> <p>FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)</p> <p>FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (AFR 1984)</p> <p>FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (AFR 1984)</p> <p>FAR 52.247-89 - F.O.B. Origin - Carload and Truckload Shipments (AFR 1984)</p> <p>FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (AFR 1984)</p> <p>FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)</p>		<p>H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 252.211-7005)</p> <p>(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.</p> <p>(Offeror insert information for each SPI process)</p> <p>SPI Process: Facility: Military or Federal Specification or Standard: Affected Contract Line Item and Subline Item Number, Component, or Element:</p>	
F03 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)		SECTION I	
<p>Comply with paperwork requirements of Clause F03 (DSCC 52.211-9C17), "PACKING LIST/INVOICES/SHIPPING DOCUMENTS".</p> <p>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.</p> <p>(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.</p> <p>(2) Ship TP 1 and 2 (IFD 01-03) by PRIORITY MAIL or most economical comparable mode.</p> <p>(3) Ship TP 3 (IFD 03-15) and all stock locations (not TP used) by SURFACE PARCEL POST (Neutron Class) or most economical comparable mode.</p> <p>(4) The cost of parcel post insurance will NOT be paid by the Government.</p>		<p>I91 - CLAUSES INCORPORATED BY REFERENCE (PAR 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/s-336/logisticspolicy/procurementlinks2.htm</p> <p>NOTE: If not applicable becomes self-deleting.</p> <p>FAR 52.202-1 - Definitions (DEC 2001)</p> <p>FAR 52.203-3 - Gratuities (AFR 1984)</p> <p>FAR 52.203-5 - Government Against Contingent Fees (AFR 1984)</p> <p>FAR 52.203-6 - Restriction of Subcontractor Sales to the Government (JUL 1995)</p> <p>FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)</p> <p>FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)</p> <p>FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)</p> <p>FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)</p> <p>FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified information is required.)</p> <p>FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)</p> <p>FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Barred, Suspended, or Debarred for Debarment (JUL 1995)</p> <p>FAR 52.211-5 - Material Requirements (AUG 2000)</p> <p>FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)</p> <p>FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)</p> <p>FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)</p> <p>FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (MAY 2001)</p> <p>FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)</p> <p>FAR 52.215-12 - Subcontractor Cost or Pricing Data (> \$550,000) (OCT 1997)</p> <p>FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)</p> <p>FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)</p> <p>FAR 52.215-15 - Pension Adjustments and Assoc Reversions (> \$550,000) (DEC 1998)</p> <p>FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)</p> <p>FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PFB) Other Than Pensions (> \$550,000) (OCT 1997)</p> <p>FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997)</p> <p>FAR 52.229-8 - Utilization of Small Business Concerns (OCT 2000)</p> <p>FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001)</p> <p>FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)</p>	
F22 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37) (JUN 1997)			
(a) The Government requires delivery to be made according to the following schedule:			
REQUIRED DELIVERY SCHEDULE			
Item No.	Quantity	Within Days After Date of Contract	
ALL	ALL	210	
OFFEROR'S PROPOSED DELIVERY SCHEDULE			
Item No.	Quantity	Within Days After Date of Contract	

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<p>FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)</p> <p>FAR 52.222-3 - Convict Labor (JUN 2003)</p> <p>FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)</p> <p>FAR 52.222-15 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)</p> <p>FAR 52.221-20 - Walsh-Healey Public Contracts Act (DEC 1996)</p> <p>FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)</p> <p>FAR 52.222-26 - Equal Opportunity (APR 2002)</p> <p>FAR 52.223-25 - Notification of Visa Denial (JUN 2003)</p> <p>FAR 52.223-25 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1999)</p> <p>FAR 52.222-36 - Affirmative Action for Workers with Disabilities (JUN 1998)</p> <p>FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)</p> <p>FAR 52.222-36 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)</p> <p>FAR 52.223-14 - Toxic Chemical Release Reporting (AWR 2003) (Applicable with FAR 52.223-13)</p> <p>FAR 52.225-13 - Restrictions on Certain Foreign Purchases (OCT 2003)</p> <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 52.229-3 - Federal, State, and Local Taxes (JUN 2003)</p> <p>FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1994)</p> <p>FAR 52.230-2 - Cost Accounting Standards (> \$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 (> \$500,000) (AUG 1992)</p> <p>FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)</p> <p>FAR 52.232-1 - Payments (APR 1984)</p> <p>FAR 52.232-8 - Discomin for Prompt Payment (FEB 2002)</p> <p>FAR 52.232-11 - Retain (APR 1994)</p> <p>FAR 52.232-17 - Interest (JUN 1995)</p> <p>FAR 52.232-22 - Assignment of Claims (JAN 1986)</p> <p>FAR 52.232-25 - Prompt Payment (OCT 2003)</p> <p>FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)</p> <p>FAR 52.233-3 - Protest After Award (AUG 1996)</p> <p>FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2002)</p> <p>FAR 52.242-13 - Bankruptcy (JUL 1995)</p> <p>FAR 52.243-1 - Changes Fixed-Price (AUG 1987)</p> <p>FAR 52.244-2 - Subcontracts (AUG 1998)</p> <p>FAR 52.244-5 - Competition in Subcontracting (DEC 1996)</p> <p>FAR 52.245-1 - Property Records (APR 1994)</p> <p>FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)</p> <p>FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)</p> <p>FAR 52.246-23 - Limitation of Liability (FEB 1997)</p> <p>FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)</p> <p>FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2001)</p> <p>FAR 52.248-1 - Value Engineering (FEB 2000)</p> <p>FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)</p> <p>FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II</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 (> \$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 (> \$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 1999)</p> <p>DFARS 252.215-7000 - Pricing Adjustments (> \$550,000) (DEC 1991)</p> <p>DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1996)</p>	<p>DFARS 252.215-7003 - Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996)</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 1992)</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 (FEB 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 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)</p> <p>DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)</p> <p>DFARS 252.225-7028 - Waiver of United Kingdom Devise (APR 2003)</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 (>\$500,000) (OCT 2003)</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 252.249-7003 - 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 252.263-7001 - Pricing of Contract Modification (DEC 1991)</p> <p>204 - YR COMPLIANCE NOTICE (LEAD 52.239-9000) (JUN 2002)</p> <p>207 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CERTAIN CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)</p> <p>111 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)</p> <p>(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-327-2423, or via the Internet at http://www.dcr.gov.</p> <p>112 - DISPUTES; AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (APR 2001) (LEAD 52.233-9001)</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 documented 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 DIA 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> <p>CONTINUED ON NEXT PAGE</p>	

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<p>117 - GOVERNMENT SURPLUS MATERIAL (HEAD 52.211-9000) (APR 2002)</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>If yes, (i) the price offered includes the cost of reconditioning/re 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 concerns 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.)</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 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.</p>		<p>Contract Number _____ N/A Cage Code _____ Part Number _____ Other Markings/Data _____</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>(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 _____</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>(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 _____</p>	
<p>Government Selling Agency _____ Contract Number _____ Contract Date (Month, Year) _____ Other Source _____ Address _____ Date Acquired (Month/Year) _____</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-packaged. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is _____ and/or number of items inspected is _____; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()</p>	
<p>(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 ()</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 CONTINUED ON NEXT PAGE</p>	

N/A

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<p>source or destination inspection.</p> <p>(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):</p> <p>() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.</p> <p>() For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.</p> <p>() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.</p> <p>() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.</p> <p>() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ().)</p> <p>() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.</p> <hr/> <p>(2) 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>(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.</p> <p>(h) If requested by the Contracting Officer, the Offeror shall furnish samples, 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. And items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable and 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.</p> <p>(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.</p>	<p>(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.</p> <p>I18 - PRIORITY RATING (DLAD 52.211-9002) (MAR 2000)</p> <p>I20 - PRODUCTION FACILITY CHANGES (DACC 52.215-9304) (APR 1985)</p> <p>I53 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (PAR 52.223-3) (JAN 1997)</p> <p>MATERIAL IDENTIFICATION NO. (if none, insert 'None')</p> <p>I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (PAR 52.223-9) (AUG 2000)</p> <p>(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</p> <p>CERTIFICATION</p> <p>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.</p> <p>Signature of the Officer or Employee _____</p> <p>Typed Name of the Officer or Employee _____</p> <p>Title _____</p> <p>Name of Company, Firm, or Organization _____</p> <p>Date _____ (End of certification)</p> <p>(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5910.</p> <p>I62 - OZONE-DEPLETING SUBSTANCES (PAR 52.223-11) (MAY 2001)</p> <p>WARNING</p> <p>Contains (or manufactured with, if applicable) _____ a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.</p> <p>* The Contractor shall insert the name of the substance(s).</p> <p>I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)</p> <p>MATERIAL ACT (if none, insert 'None')</p> <p>I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)</p> <p>(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).</p>	
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<p>I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)</p>	<p>I125 - DDG PROGRESS PAYMENT RATES (DFARS 252.232-7004) (OCT 2001)</p>																																																																																			
<p>I72 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)</p>	<p>SECTION J</p>																																																																																			
<p>I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)</p>	<p>J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:</p> <p>This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.</p>																																																																																			
<p>I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)</p> <p>(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:</p> <p>Item: _____</p> <p>Contract Description: _____</p> <p>Line Items: _____</p> <p>Quantity: _____</p> <p>Total: _____</p>	<table border="0" style="width:100%;"> <thead> <tr> <th style="text-align: left;">ATCH, FM NO.</th> <th style="text-align: left;">NAME</th> <th style="text-align: left;">DATE</th> </tr> </thead> <tbody> <tr> <td>(X) DD FM 1707</td> <td>Information to (Cover Sheet) Offerors or Quoters</td> <td></td> </tr> <tr> <td>(X) SF 33</td> <td>Solicitation, Offer and Award</td> <td>Rev</td> </tr> <tr> <td>4-95</td> <td></td> <td></td> </tr> <tr> <td>(X) ---</td> <td>Section B</td> <td>---</td> </tr> <tr> <td>(X) ---</td> <td>Sections C through M</td> <td>---</td> </tr> <tr> <td>() ---</td> <td>Interim Amend. No.</td> <td></td> </tr> <tr> <td>() ---</td> <td>Quality Assurance Provision (QAP) No.</td> <td>---</td> </tr> <tr> <td>() SF 1448</td> <td>Proposal Cover Sheet (Cost or Pricing Data Not Required)</td> <td>10-95</td> </tr> <tr> <td>() DSCC</td> <td></td> <td></td> </tr> <tr> <td>FM 1650</td> <td>Freight Shipping Information - Mode of Shipment</td> <td>AUG 73</td> </tr> <tr> <td>() Form</td> <td></td> <td></td> </tr> <tr> <td>CASB-CMF</td> <td>Facilities Capital Cost of Money Factors</td> <td>----</td> </tr> <tr> <td>() DD</td> <td></td> <td></td> </tr> <tr> <td>Form 1861</td> <td>Contract Facilities Capital Cost of Money</td> <td>APR 95</td> </tr> <tr> <td>()</td> <td></td> <td></td> </tr> <tr> <td>()</td> <td></td> <td></td> </tr> <tr> <td>() DD FM 1423</td> <td>Contract Data Requirement List</td> <td>JUN 90</td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td>---</td> </tr> <tr> <td>w/ATCH No.</td> <td></td> <td>---</td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td>---</td> </tr> <tr> <td>w/ATCH No.</td> <td></td> <td>---</td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td>---</td> </tr> <tr> <td>w/ATCH No.</td> <td></td> <td>---</td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td>---</td> </tr> <tr> <td>w/ATCH No.</td> <td></td> <td>---</td> </tr> <tr> <td>() DD FM 294</td> <td>Contract Security Classification Specification</td> <td>DEC 99</td> </tr> </tbody> </table>	ATCH, FM NO.	NAME	DATE	(X) DD FM 1707	Information to (Cover Sheet) Offerors or Quoters		(X) SF 33	Solicitation, Offer and Award	Rev	4-95			(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			CASB-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.		---	() DD FM 294	Contract Security Classification Specification	DEC 99		
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<p>I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)</p> <p>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/</p>	<p>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.</p>																																																																																			
<p>I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1998)</p> <p>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 repurchases, 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 repurchased the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.</p>	<p>CONTINUED ON NEXT PAGE</p>																																																																																			
<p>I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)</p>																																																																																				
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<p>I116 - PROGRESS PAYMENTS (FAR 52.232-16) (APR 2002)</p> <p>(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 assure 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.</p> <p>() ALTERNATE I (MAR 2000)</p> <p>() ALTERNATE II (APR 2003)</p> <p>() ALTERNATE III (APR 2000)</p>																																																																																				