

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA4	PAGE OF 1	PAGES 6
2. CONTRACT (Proc. Inst. Ident.) NO. SP0750-04-D-7949		3. EFFECTIVE DATE SEP 17 2004	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PLLXCAR (614)692-3350 /FAX: (614)693-1576 E-mail: Duanna.Jorgensen@dla.mil	CODE SP0700	6. ADMINISTERED BY (If other than Item 5) S2305A DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND-T ATIN: DCMAE-GJD WARREN MI 48397-5000		CODE S2305A	
			Criticality: To be cited on each order PAS: WAIVED		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PRESTOLITE ELECTRIC 2311 GREEN ROAD SUITE B ANN ARBOR MI 48105-2965		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) FOB Destination
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

CODE 24975	FACILITY CODE	11. SHIP TO/MARK FOR CODE See Schedule - Do Not Ship to Address in Block 5	12. PAYMENT WILL BE MADE BY CODE See Page #2
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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 CG: 97X4930 5CC0 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				Estimated
15G. TOTAL AMOUNT OF CONTRACT					See Page #2

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X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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X	F	DELIVERIES OR PERFORMANCE	6		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	6		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP075004R3034 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. and Attachments
--	---

19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER DIANE WEICKSEL	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY: <i>Diane M. Weicksel</i> (Signature of Contracting Officer)	20C. DATE SIGNED SEP 17 2004

NAME OF OFFEROR OR CONTRACTOR

Prestolite Electric

SECTION A

Notice to Vendor, DFAS, and DCMA:

DSCC and its related organizations, DSCP and DSCR, are transitioning to a new suite of business software, called Business Systems Modernization (BSM). Because of this transition, delivery orders issued for some NSNs under this contract will contain information, which will be different from current practices.

The differences are as follows:

- Delivery order number: The delivery order number will vary by one digit for orders issued in the BSM system. The third digit in the order number will be an "M".
For example:
 - o Non BSM order: SP0700-02-D-9781-0038*
 - o BSM order: SPM700-02-D-9781-0038*
- Pay Office for BSM orders will be SL4701.
- The accounting cite used by BSM orders: 97X 4930 5CBX 001 2630 S33150.

Vendors need to ensure they use the above information, which will be on the actual delivery order, when invoicing or referencing this order.

SECTION B

1. This is an Indefinite Quantity Contract. Supplies shall be ordered by the issuance of delivery orders against the basic contract. Do not ship any supplies until delivery orders are issued. The contract will become effective on the date in block 3, page 1 of the SF 26 and is for a period of one year. Contract Period: **SEP 17 2004** thru **SEP 16 2005**
2. The estimated annual demand value for the base year is \$1,161.88.
3. Funds for the minimum dollar amount (\$149.92) are chargeable to the accounting and appropriation data indicated in block 14 on page 1 of the SF 26 and are reserved by the funding memorandum dated 13 SEPT 04.
4. Payment of Orders under this basic contract will be as follows:

Payment office for under \$100,000.00:

CODE: S33181 ✓
 DFAS Columbus Center
 DFAS-CO-BVDPCC/CC CONSTRUCTION
 PO BOX 182317
 3990 E. BROAD ST.
 COLUMBUS, OH 43218-6203

Payment office for orders over \$100,000.00:

CODE: HQ0337 ✓
 DFAS Columbus Center
 North Entitlement Operations
 PO Box 182266
 Columbus, OH 43218-2266

SECTION B SPREADSHEET
 SP0750-04-D-7949

CLIN	NSN	ITEM NAME	UNIT	MEGACAGE	MFG PART NUMBER	CIC	IPIC	QCC	FRATING	DPAS	INSPECTION SUPPLIES	CONTRACTOR STOCK DELIVERY (IN DAYS)	STOCK UNIT PRICE BASE PERIOD	STOCK UNIT PRICE OPTION YEAR 1	STOCK UNIT PRICE OPTION YEAR 2	STOCK UNIT PRICE OPTION YEAR 3	STOCK UNIT PRICE OPTION YEAR 4
001	2920-00-116-9485	MOUNT_RECTIFIER_ALT	EA	(24975)	A777075811	Y	2	100	DOA4		DESTINATION	31	\$9.37	\$9.37	\$9.46	\$9.56	\$9.70

**SURGE SUSTAINMENT
SECTION B
SP0750-04-D-7949**

Surge Pricing

CLIN	NSN	D1-30 Days	D2-60 Days	D3-90 Days	D4- 120 Days	D5- 150 Days	D6- 180 Days	Surge Unit Price for Base Year	Surge Unit Price for Option Year 1	Surge Unit Price for Option Year 2	Surge Unit Price for Option Year 3	Surge Unit Price for Option Year 4
6000AA	2920-00-116-9485	9	9	10	0	0	0	\$9.37	\$9.37	\$9.46	\$9.56	\$9.70

NOTICE TO OFFERORS: The Surge and Sustainment requirement, which is above and beyond the normal peacetime requirement for the CLIN listed above. The first surge quantity shown in the table above under heading "D1-30 days" is due within 30 days after the clause H17D03 timeframe requirements have been met. Subsequent delivery timeframes and amounts would be shown above.

NOTICE TO OFFERORS: The clins listed above are the surge quantities that may be ordered by the Government in a contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship military such quantities without receipt of a delivery order clearly designated for Surge quantities.

Investment Amount

CLIN	NSN	Unit Price
6002AA	2920-00-116-9485	\$0.00

Investment necessary to meet the surge requirement if needed. (See clause H15D01 and L17D04).

This solicitation contains a Multi-Year Option Provision (See clause I17D04).

NOTICE TO OFFERORS: Clin 6002 (and subsequent sub-clins) awarded above are presently unfunded. The contractor is not to proceed on these clins until notified by the Contracting Officer.

CONTINUATION SHEET

Contract Number:

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111D01 52.211-9C41 DELIVERY INSTRUCTIONS FOR
NEW CUMBERLAND, PA AND TRACY, CA (OCT 2000) DSCC

It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Carriers may experience delays if notification requirements are not made.

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

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

SECTION D

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

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

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

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

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

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

(d) This clause does not apply to -
(1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;
(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or
(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

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

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

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

In bar code element 3 above:

The RIC for each procuring activity is as follows:

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

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

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

The above will be followed by an 'A' and eight zeros, (i.e. 'A0000000')

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

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

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

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

SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE
(AUG 1996) FAR

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

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

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

E46D31 52.246-9C36 REPACKAGING BEFORE VENDOR
NOTIFICATION (AUG 1999) DSCC

SECTION F

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

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

Item No. Quantity Days

See Section B Spreadsheet

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

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Liquidated Damages () is () is not applicable.

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

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

F47D03 52.247-9C04 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (MAY 2004) DSCC

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

(b) DSCC Administered orders: Contact the Defense Distribution Center (DDC), New Cumberland, PA. Shipping instructions should be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. The DSCC Master Solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.Requests should be made by facsimile to 717-770-2701 or via email to [delivery\(at\)dla.mil](mailto:delivery(at)dla.mil). A return fax number must be included with your faxed request. The DDC's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays.

Questions may be directed to the DDC at 1-800-456-5507.

SECTION G

G42D01 52.242-9C04 NOTES TO CONTRACT ADMINISTRATION OFFICE (JUL 1987) DSCC

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
ATTN: DSCC- LXC
P.O. Box 3990
Columbus, OH 43218-3990

() 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.

Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.204-1(b).

SECTION I

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

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

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

SECTION J

J15D05 LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

Email-Inspection	dtd	09/13/04	Encl #1
FPR	dtd	09/02/04	Encl #2
COUNTEROFFER	dtd	08/31/04	Encl #3
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #

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

-- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

Nunn, Brandy (DSCC)

From: Barb Musty [bmusty@prestolite.com]
Sent: Monday, September 13, 2004 6:34 PM
To: Nunn, Brandy (DSCC)
Subject: Re: SP0750-04-R-3034

Encl #1 pg 1 of 1

Brandy,

Yes, Destination Inspection/Acceptance is very much acceptable.

Barbara Musty
Account Executive - Defense Sales
585-492-1700 Ext. 247
585-492-5031 FAX
bmusty@prestolite.com

Subject: SP0750-04-R-3034
Date sent: Mon, 13 Sep 2004 07:16:58 -0400
Priority: Urgent
From: "Nunn, Brandy \ (DSCC\)" <Brandy.Nunn@dla.mil>
To: <bmusty@prestolite.com>

Barbara,
Please verify if Destination Inspection/Acceptance is acceptable.
Looks like you quoted source inspection, however these items only
required Destination inspection. Please advise ASAP.
Thanks,
Brandy Nunn

Brandy Nunn
DSCC/LXA
Long-Term Contracts
Buyer Code: LXA25
614-692-5024 ph
614-693-1572 fax



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

Encl # 2 pg 1 of 1

IN REPLY

REFER TO: DSCC-LXA (Brandy Nunn) PH: (614) 692-5024; FAX: (614) 693-1572 DATE: September 2, 2004

SUBJECT: Request for Final Proposal Revision (FPR), Solicitation Number: SP0750-04-R-3034

Barbara Musty
Prestolite Electric
2311 Green Rd
Ann Arbor, MI 48105

Dear Ms. Musty:

This is official notification that discussions on subject solicitation are hereby concluded. Offerors are now being afforded the opportunity to submit written Final Proposal Revisions (FPR) as required by FAR 15.307(b). The Government intends to make award without obtaining further revisions.

If any previous proposals submitted by the offerors during discussions and negotiations need no further changes, the offerors do not have to respond to this notification; their previous proposal would be accepted as their final proposal revision.

Fax FPR to: Attn: Brandy Nunn @ 614-693-1572

Any proposal to this FPR and/or any modification of earlier offers which are received after the date and time shown below shall be considered late and subject to FAR 52.215-1(c)(3), Late Proposals and Revisions. The date and time for receipt of this subject FPR is: DATE: September 9, 2004, TIME: 1300 hours/1:00 p.m. o'clock (local time, Columbus, OH).

Please be advised that your proposal will have an acceptance period of 60 days from the due date of the final proposal revision (FPR). If the 60-day acceptance period is unacceptable, please fax your revised acceptance period to the buyer. Fax number is listed above.

Regards,

Diane Weicksel
Contracting Officer

Nunn, Brandy (DSCC)

From: Barb Musty [bmusty@prestolite.com]
Sent: Tuesday, August 31, 2004 11:16 AM
To: Nunn, Brandy (DSCC)
Subject: Re: FW: NEGOTIATIONS--SP0750-04-R-3034--L0405424

encl #3 pg 1 of 2



Attachment
information.



Offers-Negotiations
-Solicitati...

Good Morning Brandy:

I apologize for not responding to your e-mail request . As I mentioned in our telephone conversation Monday afternoon, the response was required by 1:00 P.M. Tuesday, "August 30". I honestly never looked at the date - just the Tuesday by 1:00 P.M.

Attached is the Spreadsheet that you have provided with Prestolite's Best & Final Revised Pricing.

In regards to Prestolite's Surge Plan for the Surge & Sustainment:

Prestolite would maintain a running inventory of 500 units on subject regulator AMA-2004AS for possible "War Material Requirement". This would be maintained by adding an additional 25 units to the weekly build schedule of a rolling forecasted production plan run. Prestolite currently in production on the subject regulator.

Trust DSCC will find Prestolite's revised offer and the Surge & Sustainment Plan acceptable. If I can be of any further assistance, please contact the undersigned.

Respectfully submitted,

Barbara Musty
Account Executive - Defense Sales
585-492-1700 Ext. 247
585-492-5031 FAX
bmusty@prestolite.com

Subject: FW: NEGOTIATIONS--SP0750-04-R-3034--L0405424
Date sent: Mon, 30 Aug 2004 15:39:58 -0400
Priority: Urgent
From: "Nunn, Brandy \ (DSCC\)" <Brandy.Nunn@dla.mil>
To: <BMUSTY@PRESTOLITE.COM>

NO RESPONSE WAS RECEIVED. PLEASE ADVISE ASAP.
THANKS,
BRANDY NUNN

> -----Original Message-----
> From: Nunn, Brandy (DSCC)
> Sent: Wednesday, August 25, 2004 11:26 AM
> To: 'BMUSTY@PRESTOLITE.COM'
> Subject: NEGOTIATIONS--SP0750-04-R-3034--L0405424
> Importance: High
>
> BARBARA,
>
> PLEASE SEE ATTACHMENT REGARDING DISCUSSIONS/NEGOTIATIONS.

ATTN: PRESTOLITE

COUNTEROFFERS
FOR
SP0750-04R-3034

CLIN	NSN	Base Year		Option Year 1		Option Year 2		Option Year 3		Option Year 4	
		Government's Counteroffer	Contractor's Revised Pricing								
005	2920-01-180-8666	\$34.85	\$36.85	\$35.46	\$36.85	\$35.27	\$37.05	\$35.43	\$37.25	\$35.71	\$37.50

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PRESTOLITE ELECTRIC INC.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING See Section B Spreadsheet	PAGE OF PAGES 1 34
2. CONTRACT NO.	3. SOLICITATION NO. SP0750-04-R-3034	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2004 MAY 19	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0700	8. ADDRESS OFFER TO (if other than item 7) Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A2N333) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-3069 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 no 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 2004 JUN 18 (Hour) (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 Brandy Nunn, PLLXAZ5	C. E-MAIL ADDRESS Brandy.Nunn@dla.mil
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-5024 / FAX: (614) 693-1872	

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X	F	DELIVERIES OR PERFORMANCE	12	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	27
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	33
X	H	SPECIAL CONTRACT REQUIREMENTS	12				

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 (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any of 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. *See Clause L15A01.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.132-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	NET %	%
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 PRESTOLITE ELECTRIC INCORPORATED 2511 GREEN ROAD - SUITE B ANN ARBOR, WASHINGTON, MICH 48105	CODE 24975	FACILITY OEDY1	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Mike Lea President, Heavy Duty Systems Division
15B. TELEPHONE NO. (Include area code) 1-800-216-9132	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input checked="" type="checkbox"/>	17. SIGNATURE <i>Mea</i>	18. OFFER DATE 18-JUN-2004
15D. FAX NO. 1-585-492-5031	15E. E-MAIL ADDRESS bmusty@prestolite.com		

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

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

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

FORM (DLA)

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

PRESTOLITE ELECTRIC INC.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0750-04-R-3034	PAGE 2 OF 34
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(PLEASE NOTE THAT SECTIONS B THROUGH H MAY NOT BE IN ALPHABETICAL ORDER. PLEASE READ SOLICITATION IN ITS ENTIRETY.)

**SECTION A
GENERAL INFORMATION FOR OFFERORS**

1. The purpose of this solicitation is to establish an indefinite delivery type contract for the supplies listed in Section B that will provide stock coverage for customers both overseas and in the United States including Alaska and Hawaii, and our possessions. Items may be added to this contract under the terms of H15D01 in the event a vendor is awarded other items from additional contracting actions. The Government will place orders under this contract for DLA Stock Support only.
2. The method used to place orders under this contract will be:
 - a. Delivery Orders placed by DLA Inventory Control Points (ICPs). The DLA ICP's listed below will issue delivery orders with the awardee for the supplies cited in Section B. The orders may be issued using Electronic Data Interchange (EDI) or via Email (refer to clause H15D02). Manual orders may also be issued by the individual ICP's when deemed necessary. These orders will be for stock requirements only.

The following ICP(s) are authorized to place delivery orders:

Defense Supply Center, Columbus, OH (DSCC),
S9C - Orders to begin with prefix "SP0750" (ex., SP0750-04-D-XXXX-0001)
PO Box 16704
3990 East Broad Street
Columbus, OH 43215-5010

At a future date other Government agencies may order under the resulting contract.

1. The proposals received in response to this solicitation will be evaluated under "Best Value" procedures as described in Section M.
4. The Defense Priorities and Allocation System rating (DPAS) are as follows:

NSN	DPAS
2920-00-116-9485	DOA4
2920-00-135-6511	DOA4
2920-01-048-9075	DOC9
2920-01-078-5769	DOA4
2920-01-180-8668	DOA4
2920-01-392-3956	DOC9

4. This solicitation contains multiple items that have code and part number and/or associated drawings/specs. Each NSN may have unique characteristics associated with it, such as QPL, PVT, special quality codes, drawing distribution restrictions, etc. These requirements will be detailed in Section B (under "Product Item Description"). Applicable clauses will be included in the latter part of the solicitation, and will cross-reference the information found in Section B Narrative.
5. Partial Shipments are acceptable for Stock Purchases.

PRESTOLITE ELECTRIC INC.

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SECTION B - SCHEDULE OF SUPPLIES

This solicitation is for the acquisition of items manufactured per stated part numbers or drawings.

- Award will be made on an all or none basis per individual CLIN (NSN) for the supplies covered under this contract.
- The supplies covered by this contract are listed on the enclosed spreadsheet and PID information listed below. The spreadsheet contains supplies managed by the Defense Supply Center, Columbus. Offerors may provide their prices/delivery on the hardcopy Section B spreadsheet or a diskette.
NOTE: The disk or hard copy offers must be identified with the Company Name and CAGE code, and must be accompanied by the remainder of the required solicitation documents.
- Spreadsheet Information/Instructions.

CLIN(s)/NSN/ITEM NAME/II: Self-Explanatory

DRAWING: Basic Drawing Number indicating the item is manufactured by government drawing or specification. The offeror, upon completing pricing for this item, certifies that the item is manufactured IAW the drawings/specifications stated and obtained. This column gives only the basic drawing number. Upon receipt of the Tech Data Package, basic and secondary drawings will be supplied. See Clause L11D02 for instructions on how to request full drawing packages. If the item has a Specification in addition to a drawing, there will be an asterisk (**) in this column, and the specification number/details will be provided for the NSN in the text portion of Section B if applicable.

PART NUMBER: Self-Explanatory

CIC: Critical Item Code (Yes/No - critical item)

PIC: Place of Inspection Code - "1 or C" requires origin inspection, and the offeror needs to fill in the place of inspection for both supplies/packaging (See Clause E46D01/E46D02). A "2" indicates inspection at destination (See Clause E46D05/E46D06). Note: There is a separate column entitled "PLACE OF INSPECTION SUPPLIES/PACKAGING" where the offeror can fill in the location. If locations are the same as offeror's address, offeror can indicate "SAME"

QCC: Quality Control Code

For S9C NSNs:

- 1. If number 1 in first position - Contractor Responsibility
- 2. If number 2 in first position - Standard Inspection
- 3. If number 3 in first position - Higher Level Contract Quality (Tailored ISO 9002) (Clause E46D33)
- 4. If number 4 in first position - Higher Level Contract Quality ISO 9002 (Clause E46D35)
- 5. If number 5 in first position - Higher Level Contract Quality ISO 9001 (Clause E46D34)

If number 0 in second and third position - No Specific Requirements

If number 1 in second position, equals Contractor FAT

If number 5 in second position, indicates PVT

QFD: Estimated Quarterly Forecast Demand (multiply by 4 for average yearly demand).

FAT: First Article Testing (Contractor) (Yes/No - First Article is required)

PRESTOLITE ELECTRIC INC.

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SECTION B - SCHEDULE OF SUPPLIES (CONT)

GOVERNMENT'S REQUIRED DELIVERY: This is the delivery time (in days) that the Government requires. When proposing Delivery contractor will provide a QFD or minimum order quantity for Govt Required Delivery. See Clause F11D02

CONTRACTOR'S DELIVERY AND STOCK PRICE: Contractor will fill in offered price and STOCK delivery (in days) for each NSN bid. The contractor should fill in the base year price, plus the out years (Option years 1-4). This will be Annotated as a percentage adjustment or 0% if the option year price remains the same as the preceding year. The unit prices shall include packaging and bar code costs. Please note the Government's required delivery in preceding column.

PERFORM: Place of Performance. This must be filled out per Clause K15A01 and annotated at Sec B Spreadsheet. If the offeror has indicated in the clause that there are not multiple locations, the offeror can simply indicate "SAME".

4. Position Item Description (PID) Information:

- The drawings for the following NSNs are subject to export-control regulations, and distribution will only be given to those contractors qualified to receive restricted drawings as listed in the Certified Contractors Access List (CCAL). If a contractor is not on this list, they may apply by filling out a DD Form 2346 entitled "Military Critical Technical Data Agreement", located at <http://WWW.DLIS.DLA.MIL/JCP>, or by writing to:

United States/Canada Joint Certification Office, Defense Logistics Information Service, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084. Award is also contingent upon meeting the CCAL requirement.

PLEASE SEE THE SPREADSHEET TO DETERMINE IF THIS IS APPLICABLE TO SUBJECT SOLICITATION.

- The following NSNs have "component" QPL requirements. Contractors must supply component parts from only approved manufacturers as listed on the applicable QPL, and must provide the QPL manufacturer used in Clause I84.

NSN	QPL #	ASSOCIATED SPEC #
-----	-------	-------------------

PLEASE SEE THE SPREADSHEET TO DETERMINE IF THIS IS APPLICABLE TO SUBJECT SOLICITATION.

- The International Organization For Standardization (ISO) 9002 or a "tailored" Program meeting the following ISO 9002 Paragraphs Apply to the NSNs listed below :

4.5, Document Control: Limited to inspection and testing as well as applicable drawings, specification 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

PLEASE SEE THE SPREADSHEET TO DETERMINE IF THIS IS APPLICABLE TO SUBJECT SOLICITATION.

PRESTOLITE ELECTRIC INC.

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NAME OF OFFEROR OR CONTRACTOR

SECTION B - SCHEDULE OF SUPPLIES (CONT)

- Product Verification Testing (DLAD 52.246-9004) applies to the following NSNs. This clause is a government option that can only be invoked upon the cognizant contract administration office notifying the contractor that PVT samples are to be selected (See Clause E46C03):

PLEASE SEE THE SPREADSHEET TO DETERMINE IF THIS IS APPLICABLE TO SUBJECT SOLICITATION.

- The following statements apply to all NSNs:
 - If AQLS are Listed in the Specification(s) or Drawing(s), they may be used to establish the authorized sample size, however, the acceptance number for this contract is Zero; i.e., this contract requires a sampling plan that accepts on Zero defects and rejects on one or more defects(s).
 - Class 1 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 following NSNs have additional SPECS listed in conjunction with the drawing requirements. NOTE: These Specifications are in addition to the component QPL Specs as listed above):

PLEASE SEE THE SECTION B, SF36 PAGES FOR SUBJECT SOLICITATION.

- Surge & Sustainment applies to the following NSNs (See Clauses H17D03, L17C03, L17D04, and M17D03)

PLEASE SEE SECTION B SURGE SPREADSHEET

PRESTOLITE ELECTRIC INC.

SP0508-04-00004
Section B Specifications

CLIN	RSN	ITEM NAME	DI	CAGE	DRAWING OR PART NUMBER	CAGE & PART NUMBER OFFERED	SPMS CIG PRICE	PLACE OF IMPROVEMENT: SUPPLIES & PACKAGING	QFD	Conv's Req'd Delivery	CONTRACT VALUE: Bid Price (in \$K)	Unit Price for Base Period	Price of Performance
001	2920-00-116-0186	MOUNT, RECEPTOR, ALL	EA	(117831) SAM-1109485		* 24975 A77075811	2004 1 2 200	48175	31	25	73	9.37	ØEDY1
002	2920-00-128-0513	PARTS KIT, ELECTRIC	EA	(117860) KIT-724		DISCONTINUED	2004 1 2 200		30	144			
003	2920-01-046-0075	STARTER, ENGINE, START	EA	(118003) FRA2001			2003 1 2 200		149	164			
004	2920-01-016-0769	COVER, CAPACITOR, GEN	EA	(118753) SAM-01481025		DISCONTINUED NO SUPERSEDE	2004 1 2 200		148	84			
005	2920-01-100-0860	PARTS KIT, ENGINE OR	KT	(ØEDY1) AWA2004AS		SAME	2004 1 2 200	7KG52	5647	251	252	38.81	ØEDY1
006	2920-01-302-3386	GENERATOR, LINE IN	EA	(117831) SAM-11098585			2003 1 2 200		77	95			
				(ØD70B1) 110123									

Option Years. See Clause 117P04
The offer must specify below the percentage of decrease, increase or state "none" for the option year pricing.
The percentage of increase quoted by the offeror will be added to the base year pricing for the first (1st) option year. Each subsequent option year percentage will be added to the previous year to establish a price.
The Total Evaluated Price will be in accordance with Clause M17A0.

Option Year 1	PLUS/MINUS:	Ø
Option Year 2	PLUS/MINUS:	Ø
Option Year 3	PLUS/MINUS:	Ø
Option Year 4	PLUS/MINUS:	Ø

Please note: Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required delivery schedule.
Please note: For delivery quantity purposes, it is expected that the Government will order a QFD quantity of supplies.

* CAGE CODE 35510 WAS REPLACED BY 24975
SEVERAL YEARS AGO. "A77075811 IS THE COMPLETE "PART NUMBER FOR 75811.

** DELIVERY: START 150 DAYS AFTER RECEIPT OF ORDER @ 475 UNITS WKLY.

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PRESTOLITE ELECTRIC INC.

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NAME OF OFFEROR OR CONTRACTOR

SURGE AND SUSTAINMENT

The NSNs below have been determined to be NSNs for which Surge and Sustainment preparation has been deemed necessary. Surge and Sustainment (S&S) Capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements in support of a broad spectrum of possible contingencies. This ability includes a capacity to ramp-up quickly to meet early requirements (surge), as well as to sustain an increased pace throughout the contingency (sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

1. CLIN 6000 (and applicable sub-CLIN number) represents your offer of what it may cost you to comply/prepare for S&S for each NSN. Column titles are as follows: NSN = National Stock Number, WMR = War Materiel Requirement - This is the quantity which would be needed in time of war; D1, D2, D3, D4, D5 & D6 = These are the required deliveries and quantities required for each delivery. Each delivery is a 30 day increment - for example: D1=Amount required in 30 days, D2=amount required in 60 days, and D3= amount required in 90 days, and so on. Please insert a unit percentage or insert "none" for each requested amount and required delivery.
2. CLIN 6002: You need to identify any significant investment (in dollars) needed to develop your S&S capability, if any. For those S&S investments (if necessary), explain why the investment is needed, what you must purchase, the basis for the investment cost, and the S&S capability to be gained. Contractors may use additional attachments as necessary.
3. NOTE: Surge prices for option year periods will utilize the same percentage difference stated in SECTION B. In the event nothing is annotated, the government will assume there is no additional charge.

BASIC YEAR

Reference: Clause H17D03, I17C03, L17D04, M17D03

CLIN	NSN	WMR TOTAL	D1	D2	D3	D4	D5	D6	% Increase
6000AA	2920-00-116-9485	28	9	9	10	0	0	0	
6000AB	2920-00-135-6511	12	4	4	4	0	0	0	
6000AC	2920-01-048-9075	141	1	0	35	35	35	35	
6000AD	2920-01-078-5769	310	100	103	107	0	0	0	
6000AE	2920-01-180-8666	1573	538	508	527	0	0	0	

The offeror must specify the percentage of price increase for surge quantities above or state "None."

SURGE QUANTITIES: Plus None %

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INVESTMENT AMOUNT
(APPLICABLE TO BASE YEAR ONLY)

CLIN	NSN	INVESTMENT AMOUNT (IF APPLICABLE)
6002AA	2920-00-116-9485	
6002AB	2920-00-135-6511	
6002AC	2920-01-048-9075	
6002AD	2920-01-078-5769	
6002AE	2920-01-180-8666	

CLIN 6002 = Investment Necessary To Meet the Surge Requirement per NSN, if needed.

If there is no investment required for these surge items, please indicate "NONE" in the following space: None, otherwise the contractor must fill in any investment required.

PRESTOLITE ELECTRIC INC.

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SECTION B

NOTE: F.O.B. Destination prices shall include delivery to all destinations including delivery to port of loading when the ultimate destination is overseas. The following is a geographical summary of each potential destination:

THE FOLLOWING IS A LISTING OF ALL CURRENT DEFENSE STOCK LOCATIONS:

CODE DODAAD ADDRESS

A08 W83027 SHARPE ARMY DEPOT, LATHROP, CA. 56331-6340
1 DISTRIBUTION DEPOT BLDG
2 7827 PARKWAY RD BLDG 843W
3 KILL AFB CA 94028-9754

M88 MMSA02 MARINE CORPS LOGISTO BASE, SARSTON, CA. 82871-6014
1 DEP DIST DEPOT SARSTON
2 CENTRAL RECEIVING WARE 7
3 SARSTON CA 92311-6014

B52 W45N7V CORPUS CHRISTI ARMY DEPOT,
SRA, CORPUS CHRISTI, TX. 78419-5030
1 DEP DIST DEP CORPUS CHRISTI DEPT-80
2 540 FIRST STREET SW BLDG 1846
3 PO BX 361-961-2500 OR SAN 861-2500
4 CORPUS CHRISTI TX 78419-5255

FHC FY2020 OKLAHOMA CITY ALC, TINKER AFB, OK. 73145-8899
1 DEP DISTRIBUTION DEPOT OKLAHOMA
2 CENTRAL REC 3201 F AVE BLDG 80F
3 TINKER AFB OK 73145-9089

BAA W21G1Z ANNISTON ARMY DEPOT, ANNISTON, AL. 36201-5021
1 DEP DIST DEPOT ANNISTON
2 TRAINING OFFICER 256-235-4011
3 7 FRANKFORD AVE BLDG 362
4 ANNISTON AL 36201-4199

MAB MMSA01 MARINE CORPS LOGISTIC BASE, ALBANY, GA. 31704-5000
1 TRAFFIC MANAGEMENT OFFICER
2 HOLD BLDG 1221 RM 20
3 HP FED BLDG HAZARDOUS WARE 3831 RM 11
4 ALBANY GA 31704-5000

PTZ N00140 MARINE CORPS AIR STATION, CHERRY POINT, N.C. 28539-5001
1 DEP DIST DEPOT CHERRY POINT NC
2 LARLEY RD BLDG 147 BAY 3
3 CHERRY POINT NC 28533-5040

SNC W25G1U NEW CUMBERLAND ARMY DEPOT, NEW CUMBERLAND, PA. 17070-5001
1 TRANSPORTATION OFFICER
2 DOD NEW CUMBERLAND FACILITY
3 BUILDING NUMBER DOOR 113-134
4 NEW CUMBERLAND PA 17070-5001

82P (U)55F3
1 IGA PARKUM SERVICE
2 3776 DUFF STREET
3 MEMPHIS TN 38118-6155

FGC FY2020 OGDEN ALC, HILL AFB, UT. 84056-8899
1 DEP DIST DEPOT SAN JOAQUIN
2 15500 S CHALMERS ROAD
3 RFG WEST 10 PM 309 B29 4307
4 TRACY CA 95276-5060

N02 N00244 NSC, 937 N. HARBOR DR., SAN DIEGO, CA. 92132-5289
1 DEP DIST DEPOT SAN DIEGO
2 2680 NORTH STREET
3 RECEIVING BLDG 2304
4 SAN DIEGO CA 92134-5491

BR4 W45Q19 FRED RIVER ARMY DEPOT, TEXARKANA, TX. 75507-5000
1 DEP DIST DEPOT FRED RIVER
2 RECEIVING BLDG 459
3 14TH STREET AND E AVENUE
4 TEXARKANA TX 75507-5000

N1Z N00406 NSC, PUGET SOUND, BREMERTON, WA. 98314
1 DEP DIST DEPOT FOUR SOUND
2 BLDG 187 W STREET
3 BREMERTON WA 98314-5130

FLC FY2020 WARNER ROBBINS ALC, DESSA, ROBBINS AFB, GA. 31091-8880
1 DEP DIST DEPOT WARNER ROBBINS
2 488 STRONG STREET BLDG 378
3 ROBBINS AFB GA 31098-1887

NBZ N88836 NSC, NAVAL AIR STATION, JACKSONVILLE, FL. 32212-0087
1 DEP DIST DEPOT JACKSONVILLE
2 BLDG 178 BRAD ROAD
3 NAS JACKSONVILLE FL 32212-0183

MNG N00189 NAVAL SUPPLY CENTER, NORFOLK, VA. 23512-5000
1 DEP DIST DEPOT NORFOLK VA
2 RECEIVING OFFICER DOWY B
3 1908 GILBERT ST BLDG 133 DWT 10
4 NORFOLK VA 23512-0100

SRC BWM00 DEFENSE DEPOT, DGSC, RICHMOND, VA. 23287-5000
1 DEFENSE DISTRIBUTION DEPOT RICHMOND
2 CROFTHAM PARKWAY RVE 150 ENTRANCE
3 GATE 15
4 RICHMOND VA 23297-5900

PRESTOLITE ELECTRIC INC.

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Packaging Specifications et

CLIN	NSN	MTHD OF PRES	CLNDRY	PRESV MAT	WRAP MAT	CUSHOV MIN MAT	CUSHOV MIN THKNE	UNIT CONT	GPH	LEVEL 1 PACK CODE	MINIMAL PACK CODE	INTRMDTE CONT	INTRMDTE CONT QTY	MARKING DUP	MARKING CODE	SUPPLEMENTAL DATA
1	2820-00-110-0485	10		0 XX		XX	X	03	0	U	U	EO	AAA	1	0	
2	2820-00-335-6511	ZZ	X	XX		XX	X	XX	0	U	U	XX	AAA	1	0	PRESERVATION & PACKAGING SHALL BE WAW THE LATEST REVISION OF FEDERAL SPECIFICATION MIL-STD-883C APPENDIX D, FOR PACKAGING OF "KITS".
3	2820-01-410-0075	31		0		XX	X	03	0	U	U	XX	AAA	1	0	
4	2820-01-070-5769	10		0		XX	X	03	0	U	U	XX	AAA	1	0	
5	2820-01-180-8968	ZZ	X	XX		XX	X	XX	0	U	U	ES	AAA	1	0	PRESERVATION & PACKAGING SHALL BE WAW THE LATEST REVISION OF FEDERAL SPECIFICATION MIL-STD-883C APPENDIX D, FOR PACKAGING OF "KITS".
6	2820-01-382-3065	41		40 XX		XX	X	03	0	U	U	ES	AAA	1	0	

PRESTOLITE ELECTRIC INC.

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804D01 52.204-9C06 DSCC MASTER SOLICITATION STATEMENT

Full text of all DMAP/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscs.dla.mil/wefs/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-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.

804D02 52.204-9C07 PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT) - CENTRAL CONTRACTOR REGISTRATION (CCR) DSCC

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

815D01 52.215-9C03 FOR CARRIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFLOAD (JAN 2004) DSCC

RFPs and IFBs (generally Large Purchase Orders, \$100,000 and over) when being hand carried Courier service or other means) shall be placed in the White Mail Box, located at DSCC in the lobby of Building 20, 3950 E. Broad St., Columbus, OH 43213.

SECTION B

804D01 52.204-9C06 DSCC WEB SITE (OCT 2002) DSCC

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

SECTION D

D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129F (FEB 2004) DMAP

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

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129F. The MSL requires Code 3 of 9 or Code 39 linear bar codes FOR the Transportation Control Number (TCN), piece number and DODAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RXC), UNIT OF ISSUE, Quantity, Condition Code, and UNIT PRICE, which are ordinarily included on the DP Form 250 or the DP Form 1148-1A. MIL-STD-129F provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.

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

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

distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;

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

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

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

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

In bar code element 3 above:
The RIC for each procuring activity is as follows:
S3C - Defense Supply Center Columbus - Construction
S3E - Defense Supply Center Columbus - Electronics
S3G - Defense Supply Center Richmond
S3I - Defense Supply Center Philadelphia - General and Industrial
S3T - Defense Supply Center Philadelphia - Clothing; and Textiles
S3U - Defense Supply Center Philadelphia - Medical Material
S3F - Defense Supply Center Philadelphia - Perishable Subsistence
S3S - Defense Supply Center Philadelphia - Semi-perishable Subsistence
The appropriate unit of issue (U/I) will appear as a two digit alpha character.
The quantity will appear as a five-position number, including zero fillers on the left.
The above will be followed by an 'A' and eight zeros, (i.e. 'A00000000').
NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.
A copy of ISO/IEC-16388 is available from:
The American National Standards Institute
25 West 43rd Street
New York, NY 10036
or through www.ansi.org or www.iso.ch.

D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS (OCT 2002) DSCC

D11D02 52.211-9C15 EXPEDITED HANDLING SHIPMENTS (FEB 2004) DSCC

(1) Requisitions and contracts identified as NMCS shipments shall have an NMCS code shown in the RDD BLOCK of the address label. Applicable codes are '999' or any three digit code beginning with the letter 'N'. The CONTRACTOR will mark all 'expedited handling' shipments with identifying labels. NMCS '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' 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) Military Shipping Labels (MSL) are required on all shipments (see D11C03, MAP 52.211-9010). 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 F47D01 (DCC 52.247-9C02) or F47D02 (DSCC 52.247-9C03).

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

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PRESTOLITE ELECTRIC INC.

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F11D07	52.211-9C30	SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004)	DECC	NEW(S)	ANY CALENDAR MONTH UP TO	REQUIRED	PROPOSED
<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 packaged, marked, and labeled in accordance with military Publication Preparation of Hazardous Materials for Military Air Shipment, AFMAN 24-204/TM 38-250/NAVSOB FOR 565/MD 24010.19R, CLAF 4145.3. A Shipper's declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129F and the military publication cited above.</p>				(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
<p>Dangering and marking requirements for items being procured shall be accomplished as stated herein (See section B).</p>				(Vendor Fill-in)	Up to each		(Vendor)
<p>The items identified in Section B shall be Preserved, Packaged, Marked and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129F.</p>				(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
SECTION B				(Vendor Fill-in)	Up to each		(Vendor)
E04D01	52.204-9001	RECORDS RETENTION REQUIREMENTS (JUN 1990)	DECC	Fill-in		each (or less)	(Vendor)
<p>Dangering and marking requirements for items being procured shall be accomplished as stated herein (See section B).</p>				(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
<p>The items identified in Section B shall be Preserved, Packaged, Marked and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129F.</p>				(Vendor Fill-in)	Up to each		(Vendor)
SECTION B				(Vendor Fill-in)	Each additional ADD:	each (or less)	(Vendor)
E46A02	52.246-3	INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1998)	FAR				
E46A10	52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1994)	FAR				
E46D05	52.246-9C05	INSPECTION AT DESTINATION (NOV 1995)	DECC				
E46D06	52.246-9C06	ACCEPTANCE AT DESTINATION (NOV 1995)	DECC				
E46D10	52.246-9C10	WARRANTY - ACCEPTANCE OF SUPPLIES (FEB 2004)	DECC				
E46D11	52.246-9C11	WARRANTY (APR 1995)	DECC				
E46D13	52.246-9C13	SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999)	DECC				
E46D25	52.246-9C26	COMMERCIAL WARRANTY (APR 1994)	DECC				
<p>The Contractor agrees that the supplies or services furnished under this contract (Vendor Fill-in) shall () (Vendor Fill-in) shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.</p>							
<p>See Attachment - PAGE 12 A</p>							
Z46D23	52.246-9C32	PHYSICAL ITEM IDENTIFICATION/MARK ITEM MARKING (FEB 2004)	DECC				
E46D31	52.246-9C35	REPACKAGING BEFORE VENDOR NOTIFICATION (AUG 1999)	DECC				
SECTION F							
F11A17	52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1969)	FAR				
F11D02	52.211-9C06	TIME OF DELIVERY (NOV 2000)	DECC				
<p>*See note below</p>							
<p>(a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The government reserves the right to request phased delivery within the limits of the applicable schedule set forth below.</p>							
<p>(b) Delivery is required to be made in accordance with the schedule set forth below.</p>							
<p>*Note to Clause F11D02: See required delivery on Section B Spreadsheet when proposing delivery. Contractor will provide QFD quantity for Government Required Delivery.</p>							
F42A02	52.242-13	STOCK-WORK ORDER (AUG 1989)	FAR				
F42A05	52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)	FAR				
F47A01	52.247-34	F.O.B. DESTINATION (NOV 1991)	FAR				
F47A06	52.247-48	F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999)	FAR				
F47A07	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS -- SHIPMENTS TO DOE AIR OR WATER OPERATIONAL TRANSHIPMENT POINTS (APR 1994)	FAR				
F47A10	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)	FAR				
F47D01	52.267-9002	SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002)	DECC				
F47E04	52.247-9C12	SHIPPING INSTRUCTIONS (JUL 1995)	DECC				
<p>Shipping instructions shall be provided with individual delivery orders. Destinations include various Department of Defense using activities (DECC customers) and may include DECC stock points.</p>							
SECTION H							
E46D01	52.215-9013	ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999)	DECC				
<p>CONTINUED ON NEXT PAGE</p>							



LIMITED DEFENSE PRODUCTS WARRANTY POLICY

Prestolite Electric Incorporated (hereafter "Prestolite") warrants each Prestolite product to be free of defects in material or workmanship under normal use and service. This Limited Defense Products Warranty applies only to products supplied to the Government and Prime Contractors.

The length of the Warranty Period shall be twelve (12) months after acceptance of the product by the Government.

This warranty covers products manufactured by Prestolite and sold under the tradenames PRESTOLITE®, LEECE-NEVILLE®, LOADHANDLER®, and TREKSTAR®.

This warranty does not apply if in the sole judgement of Prestolite, the product has been consumed, subject to accident, faulty repair, improper adjustment, installation, lubrication, or wiring; neglect, misuse; or is caused by failure of a part not manufactured by Prestolite. Also excluded from this warranty are parts subject to normal wear (i.e. bearings).

This warranty shall not apply if any Prestolite product is used for a purpose for which it is not designed or altered in any way so as to affect adversely its performance and reliability. Prestolite reserves the right to examine products or parts to confirm that the part has failed as the result of material or workmanship. Transportation for products and parts submitted to Prestolite for warranty consideration must be prepaid. Repaired or replaced Prestolite parts will be returned, transportation and handling charges collect. No charge will be made for labor or material in effecting such repairs.

The obligation of Prestolite under this Defense Products Warranty is limited to making good by repair or replacement as Prestolite deems most appropriate. This Defense Products Warranty does not apply to products or parts where adjustments will correct the alleged defect.

Prestolite neither assumes nor authorizes any other person to assume on its behalf any other warranty or liabilities in connection with Prestolite products.

THIS WARRANTY DOES NOT APPLY TO LOSS OF THE VEHICLE OR EQUIPMENT, LOSS OF TIME, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

PRESTOLITE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES arising out of or from the use of Prestolite's products by the buyer, its assignees, employees, agents, or customers.

This Supersedes All Previous Defense Products Warranty Policies issued for PRESTOLITE®, LEECE-NEVILLE®, LOADHANDLER®, and TREKSTAR®.

PRESTOLITE ELECTRIC INC.

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(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award...

discontinued items:

(4) The Government has the option to make a last time order, or series of orders, within 60 days after receiving written notification of the discontinued item...

*to be negotiated

HL0003 52.215-PC20 ORDER TRANSMITTER (OCT 2002) NSCC

OFFERORS must check one of the following alternatives for paperless order transmission: () (Vendor Fill-in) Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 standards through a registered Value Added Network (VAN)...

(X) (Vendor Fill-in) Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 155, Order for Supplies or Services (orders are stored in Versable Document Format (PDF) and accessing them requires a free Adobe Acrobat reader plug-in).

HL7003 52.217-9C23 SURGE AND SUSTAINMENT (SEP 2004) NSCC Sec Section B for applicable CLINs

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

CLIN 5002 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

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

(X) See provision HL7004, NSCC 52.217-9C26. The contractor's submission to this provision constitutes the capability assessment.

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

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 5002. The contractor must provide the reasons the investments are needed for these items. A detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See HL7003, NSCC 52.217-9006, for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 5002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within the standard contract production lead-time unless a shorter time period is agreed to by the contractor and the Government after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the

contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation within the standard contract production lead-time unless a shorter time period is agreed to by the contractor and the Government.

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

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

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies. Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

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

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

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

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

HL0001 252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

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

MATERIAL ACT (If None, Insert 'None.') None (Vendor Fill-in) (Vendor Fill-in) (Vendor Fill-in)

SECTION I 102A01 52.202-1 DEFINITIONS (DEC 2001) FAR

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PRESTOLITE ELECTRIC INC.

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103A01	52.203-3	CRAPPIERS (APRIL 1984) FAR	111c01 52.211-0000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DPA
103A02	52.203-5	GOVERNMENT AGAINST CORRUPT FEE (APR 1984) FAR	(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 (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAOE) code and part number, specification, etc.). () Yes () No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited. () Yes () No () UNKNOWN (Vendor Fill-in) if no, the revision offered does not affect form, fit, function, or interface. () Yes () No () UNKNOWN. The material was manufactured by: Name _____ (Vendor Fill-in) Address _____ (Vendor Fill-in)
103A03	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) FAR	(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 _____ (Vendor Fill-in) Contract Number _____ (Vendor Fill-in) Contract Date (Month/Year) _____ (Vendor Fill-in) Other Source _____ (Vendor Fill-in) Address _____ (Vendor Fill-in) Date Acquired (Month/Year) _____ (Vendor Fill-in)
103A05	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995) FAR	(3) The material has been altered or modified. () Yes () No (Vendor Fill-in) If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.
103A08	52.203-8	CANCELLATION, RESCINCTION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR	(4) The material has been reconditioned. () Yes () No (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. () Yes () No (Vendor Fill-in); 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 (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. () Yes () No (Vendor Fill-in)
103A07	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR	(5) The material has data plates attached. () Yes () No (Vendor Fill-in). 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.
103A09	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) FAR	(6) The offered material is in its original package. () Yes () No (Vendor Fill-in). 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 _____ (Vendor Fill-in) NSN _____ (Vendor Fill-in) Cage Code _____ (Vendor Fill-in) Part Number _____ (Vendor Fill-in) Other Markings/Data _____ (Vendor Fill-in)
103B01	52.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER IMPROPER CONTRACT-RELATED FELONIES (MAY 1999) DFARS	(7) The Offeror has supplied this same material (National Stock Number) to the Government before. () Yes () No (Vendor Fill-in). 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 Continued on Next Page
104A01	52.204-2	SECURITY REQUIREMENTS (AUG 1996) FAR	
104A04	52.204-4	PRINTED OR COPIED DOUBLE-SIDED OR RECYCLED PAPER (NOV 2000) FAR	
104A05	52.204-7	CENTRAL CONTRACT REGISTRATION (OCT 2003) FAR	
104B02	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) DFARS	
104B03	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCTS (APR 1992) DFARS	
104B04	252.204-7004	ALTERNATE A (NOV 2002) DFARS	
104B05	252.204-7005	COAL INTERSECTION OF SECURITY RESPONSIBILITIES (NOV 2001) DFARS	
105B01	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS	
105B01	52.205-5	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR	
105B01	252.205-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (IRNF) TREATY (NOV 1995) DFARS	
105B07	252.205-7004	SUBCONTRACTING WITH STORES THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS	
111A01	52.211-5	MATERIAL REQUIREMENTS (AUG 2000) FAR	
111A02	52.211-15	OFFEROR PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR	
111B01	52.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2001) DFARS	
(Offeror insert information for each SPI process)			
SPI Process: <u>Q59000</u>		(Vendor Fill-in)	
Facility: <u>QEDY1-Arcade NY</u> <u>48175 Florence Ky</u>		(Vendor Fill-in)	
Military or Federal Specification or Standard: _____ (Vendor Fill-in)			
Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____ (Vendor Fill-in)			

PRESTOLITE ELECTRIC INC.

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which the material was previously provided:
Agency Contract Number _____ (Vendor Fill-in)

(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 (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.
() Yes () No (Vendor Fill-in)
Specification/Drawing Number _____ (Vendor Fill-in)
Revision (if any) _____ (Vendor Fill-in)
Date _____ (Vendor Fill-in)

(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 (Vendor Fill-in); (ii) Material has been repackaged. () Yes () No (Vendor Fill-in);
(iii) Percentage of material that has been inspected is _____ % (Vendor Fill-in) and/or number of items inspected is _____ (Vendor Fill-in); and
(iv) a written report was prepared. () Yes () No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. () Yes () No (Vendor Fill-in)

(6) 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.

(a) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):
() (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/invitation for bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.
() (Vendor Fill-in) For DRMS Commercial Venture (CV) sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
() (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.
() (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for bid and corresponding DRMS Form 1427.
() (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific M&M being acquired, a copy or facsimile of all original packages markings and data, including M&M, commercial and Government Entity (CASE) code and part number, and original contract number.
(This information has already been provided in Paragraph (c)(5) of this clause. () Yes () No.
() (Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(Vendor Fill-in)
Vendor Fill-in)

(8) 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.

111003 52.211-9004 PRIORITY RATINGS FOR VARIOUS LOW-COST CONTRACTS (MAR 2002) DEAD
111004 52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (CSI) (APR 2002) DEAD

*Note to 115A16 (Oct 1997): Contractors may be required to provide additional information for determining reasonableness of price. This data may consist of material costs or an explanation of pricing approach.

111005 52.211-9006 CHANGES IN CONTRACTOR STATUS, TERM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS (JUL 2002) DEAD

111006 52.211-9007 WITHDRAWING OF MATERIAL REVIEW BOARD (MRB) AUTHORITY -- CRITICAL SAFETY ITEMS (JUL 2002) DEAD

115A01 52.215-2 ARMY AND RECORDS NEGOTIATION (JUN 1999) FAR

115A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMS (OCT 1997) FAR

115A06 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) FAR

115A07 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (OCT 1997) FAR

115A08 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) FAR

115A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR

115A11 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR

115A13 52.215-18 NOTIFICATION OF OMBREXED CHANGES (OCT 1997) FAR

115A16 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997) FAR *See note below

115A20 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) FAR

(b) Provide information described below:

[Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

115B01 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) FAR

115C01 52.215-9006 OWN ACT NOTITY SUPPORT - CONTRACTOR REPORTING (DEC 1997) DEAD

115D01 52.215-9004 PRODUCTION FACILITY CHANGES (APR 1985) DECC

115A19 52.216-10 ORDERING (OCT 1995) FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. SUCH orders may be issued --

FROM: DATE OF AWARD
THROUGH: SEE CLAUSE 117D04

116A17 52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than DVD or Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. See next page(s)
(b) Maximum Order. The Contractor is not obligated to honor:
(1) Any order for a single item in excess of DVD or Stock See next page(s)
(2) Any order for a combination of items in excess of _____ or _____

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(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above. See next page(s)

(4) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

116218 52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

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

116203 52.216-5C01 CONTRACT PERIOD (MAR 1961) DSCC

(a) The contract period will be for one year beginning [x] on date of award;
[] on a date to be specified not later than days after date of award.
The effective date of the contract will be stated in the award.

116215 52.216-9C15 PLACEMENT OF DELIVERY ORDERS UNDER MULTIPLE AWARD INDEFINITE QUANTITY CONTRACTS (NOV 2003) DSCC

116220 52.216-9C20 ESTIMATED TOTAL QUANTITY (APR 2001) DSCC

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

CLIN(s) Quantity
See next page(s)

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-aside Portion' set forth in Section F of the solicitation.

NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in clause 117D01 (DSCC 52.217-9C13), 117D04 (DSCC 52.217-9C12), or 117D03 (DSCC 52.217-9C05).

116D31 52.216-9C31 SPA - SPECIFIED METALS (APR 2000) DSCC

(c) The metal for price adjustment purposes means Steel which is used in the manufacture of the supplies.

(a) Adjustment of the contract unit price under this clause shall be subject to the following conditions:
(1) The total of the increases in any contract unit price shall not exceed 10 percent of the contract unit price as of the contract date. However, if the unit prices as of the contract date are decreased during performance pursuant to the changes or other clauses of the contract, the aforesaid limitation applies to the decreased unit prices.

116236 52.216-5C38 CONTRACT QUANTITY LIMITATIONS (MULTIPLE AWARDS) (JUL 1997) DSCC

a. The Government anticipates making multiple awards as a result of this solicitation. If multiple awards are made, the contract minimum for each award will be a proportion of the overall minimum cited below. For example, if two awards are made the Government is obligated to purchase half of the minimum from each awardee. Regardless of the number of awards made under this solicitation, the Government may order, and each awardee is obligated to delivery, up to the maximum cited below.

1. The Government is obligated to order a minimum of during the base contract period and each subsequent option year, if applicable. Min: 1/2 OFD per NSN awarded
2. The Contractor(s) agree(s) to deliver additional supplies up to a maximum of during the base contract period and each subsequent option year, if applicable. Max: \$9,825,637.10

b. It is agreed and understood that the Government is under no obligation to order any supplies in excess of the minimum specified in subparagraph 1 above. Furthermore, the maximum specified in subparagraph 2 above shall not be construed as obligating the Government to purchase any amount in excess of the minimum.

117C03 52.217-9005 LIMITATIONS ON WORK AND SUSTAINMENT (S&S) INVESTMENTS (JUL 1999) DSCC

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

(A) These investments can only be made to meet S&S requirements in support of major theater warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.
(B) Investments shall not be made when substitute items or alternate manufacturing processes are available.
(C) Investments must be the most cost-effective means of ensuring S&S capability.
(D) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.
(E) Only when the level of DLA and MILVPC (which MILVPC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.
(F) Investments shall not be made for MILVPC managed items.
(G) S&S investments made shall not be used as a safety stock (i.e., to meet peacetime spikes in demand).
(H) The contractor shall NOT access S&S investments for any purpose other than to support the contingencies indicated in paragraph a, unless such access has been authorized by the Contracting Officer in writing. Differing/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.

117D04 52.217-9C12 EXTENSION OF CONTRACT PERIOD (OCT 2003) DSCC

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

d. This clause will be used in evaluation of offer.

A 5 year contract (base year plus option year(s) is desired.

OFFEROR MUST CHECK THE FOLLOWING BLOCKS FOR OPTION YEARS:
[x] (Vendor Fill-in) The government's desired option is acceptable.
[] (Vendor Fill-in) No option is acceptable.
[] (Vendor Fill-in) option years are acceptable.

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

119110 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000) FAR

119111 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) FAR

119113 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) ALF II (OCT 2001) FAR

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SECTION I

Clause I16A17 - Order Limitations

NSN	MIN	MAX
2920-00-116-9485	1	124
2920-00-135-6511	1	120
2920-01-048-9075	1	596
2920-01-078-5769	1	592
2920-01-180-8666	1	22572
2920-01-392-3956	1	308

Clause I16D20 - Estimated Total Quantity

ADQ (4 x QFD) below reflects figures available at time of solicitation.

NSN	QFD	Estimated Total Quantity (ADQ)
2920-00-116-9485	31	124
2920-00-135-6511	30	120
2920-01-048-9075	149	596
2920-01-078-5769	148	592
2920-01-180-8666	5643	22572
2920-01-392-3956	77	308

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119A18 52.219-18 EQUIPPED MANAGERS -- SUBCONTRACTING PLAN (JAN 1998) FAR

119P01 52.219-7003 SMALL, SMALL DISADVANTAGED AND HOME-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOB CONTRACTS) (APR 1998) DFARS

119C01 52.219-9001 DLA MENTORING BUSINESS AGREEMENTS (NSA) PERFORMANCE (DEC 1997) DLAD

119D03 52.219-9003 NOTICE OF SUBCONTRACTING PLAN (FEB 2003) DSCC

122A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

122A03 52.222-3 CONVICT LABOR (JUN 2003) FAR

122A04 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000) FAR

122A15 52.222-13 GRIEV LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004) FAR

122A18 52.222-20 WELSH-BEALY PUBLIC CONTRACTS ACT (DEC 1998) FAR

122A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

122A18 52.222-26 EQUAL OPPORTUNITY (APR 2002) FAR

122A21 52.222-28 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR

122A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

122A24 52.222-38 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR

122A26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

122A21 52.222-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

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

(If none, insert "None")

Material: None (Vendor Fill-in)

Identification No. (Vendor Fill-in)

122A04 52.222-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

122A06 52.222-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) FAR

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

122A09 52.225-11 GROSS-RESISTING SUBSTANCES (MAY 2001) FAR

Warning Contains (or manufactured with, if applicable)

(Vendor Fill-in)

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

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

122A11 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (JUN 2003) FAR

123C01 52.225-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD

123A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) FAR

123B01 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003) DFARS

123B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

123B03 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003) DFARS

123B04 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002) DFARS

123B05 252.225-7011 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003) DFARS

(a) Definitions. As used in this clause--

(1) 'Component' means any item supplied to the Government as part of an end product or of another component.

(2) 'End product' means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, raised, or produced in the United States, its possessions, or Puerto Rico:

- (1) Food.
(2) Clothing.
(3) Tents, tarpaulins, or covers.
(4) Cotton and other natural fiber products.
(5) Woven silk or woven silk blends.
(6) Spun silk yarn for cartridge cloth.
(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
(10) Any item of individual equipment (Federal Supply Class 9465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 26.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

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<p>(1) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include-</p>	<p>128801 52.228-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, NATIVE AMERICAN SMALL BUSINESS CONCERNS (OCT 2003) DFARS</p>	
<p>(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 71, Household and Commercial Furnishings and Appliances);</p>	<p>127401 52.227-1 AUTHORIZATION AND COMMENT (JUL 1995) FAR</p>	
<p>(B) Items made in whole or in part of fabric in Federal Supply Group 81, Textiles/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;</p>	<p>127404 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) FAR</p>	
<p>(C) Upholstered seats (whether for household, office, or other use); and</p>	<p>128202 52.228-3 FEDERAL, STATE, AND LOCAL PAPERS (APR 2003) FAR</p>	
<p>(D) Parachutes (Federal Supply Class 1678); or</p>	<p>122401 52.222-1 PAYMENTS (APR 1994) FAR</p>	
<p>(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.</p>	<p>123405 52.222-5 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR</p>	
<p>(End of clause)</p>	<p>122407 52.222-9 LITIGATION ON WITHHOLDING OF PAYMENTS (APR 1984) FAR</p>	
<p>128807 252.223-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) DFARS</p>	<p>122408 52.222-11 EXTENDS (APR 1984) FAR</p>	
<p>(a) Definitions. As used in this clause-</p>	<p>122409 52.222-16 PROGRESS PAYMENTS (APR 2003) FAR</p>	
<p>(1) 'Qualifying country' means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.</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 ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a 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>(2) 'Specialty metals' means-</p>	<p>123413 52.222-17 EXTENDS (JUN 1996) FAR</p>	
<p>(i) Steel-</p>	<p>123415 52.222-23 ASSIGNMENT OF CLAIMS (JAN 1994) FAR</p>	
<p>(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or</p>	<p>123420 52.222-23 ASSIGNMENT OF CLAIMS (JAN 1994) FAR</p>	
<p>(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;</p>	<p>123422 52.222-25 PROMPT PAYMENT (OCT 2003) FAR</p>	
<p>(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;</p>	<p>123428 52.222-33 PAYMENT BY ELECTRONIC FUND TRANSFER -CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR</p>	
<p>(iii) Titanium and titanium alloys; or</p>	<p>123402 252.223-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS</p>	
<p>(iv) Zirconium and zirconium base alloys.</p>	<p>123403 252.223-7004 DOD PROGRESS PAYMENT RATES (OCT 2001) DFARS</p>	
<p>(b) Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States, its possessions, or Puerto Rico.</p>	<p>123401 52.223-1 DISPUTES (JUL 2002) FAR</p>	
<p>(c) This clause does not apply to specialty metals-</p>	<p>123403 52.223-3 PROTEST AFTER AWARD (AUG 1996) FAR</p>	
<p>(1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or</p>	<p>123401 52.223-9001 DISPUTES; AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DFARS</p>	
<p>(2) Purchased by a subcontractor at any tier.</p>	<p>(c) If you wish to opt out of this clause, check here () (Vendor Fill-in).</p>	
<p>(End of clause)</p>	<p>129001 52.229-9000 YEAR COMPLIANCE NOTICE (JUN 2002) FAR</p>	
<p>128808 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) ALC I (APR 2003) DFARS</p>	<p>142407 52.242-12 REPORT OF SHIPMENT (APR/MAY) (JUN 2003) FAR</p>	
<p>As prescribed in 225.7002-3(b)(2), substitute the following paragraph (c) for paragraph (c) of the basic clause, and add the following paragraph (d) to the basic clause:</p>	<p>142408 52.242-13 BANKRUPTCY (JUL 1995) FAR</p>	
<p>(c) This clause does not apply to specialty metals melted in a qualifying country or incorporated in an article manufactured in a qualifying country.</p>	<p>142802 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000) DFARS</p>	
<p>(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.</p>	<p>142804 252.242-7000 POSTAWARD CONFERENCE (DEC 1991) DFARS</p>	
<p>128810 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003) DFARS</p>	<p>143401 52.243-1 CHARGES -- FIXED PRICE (AUG 1987) FAR</p>	
<p>128813 252.225-7021 TRADE AGREEMENTS (JAN 2004) DFARS</p>	<p>143801 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS</p>	
	<p>142802 252.243-7002 REQUESTS FOR QUOTABLE ADJUSTMENT (JAN 1998) DFARS</p>	
	<p>CONTINUED ON NEXT PAGE</p>	

