

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA7	PAGE OF 1	PAGES 2
2. CONTRACT (Proc. Inst. Ident.) NO. SP0920-04-D-7800		3. EFFECTIVE DATE 2004 JUN 18	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. To be cited on each order		
5. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PCCSCCW (614)692-2960 /FAX: (614)692-6910 E-mail: Thomas.Crosby@dla.mil		CODE SP0900	6. ADMINISTERED BY (If other than Item 5) S1109A DCMA ST. PETERSBURG GADSDEN BLDG KOGER CENTER 9549 KOGER BLVD 2ND FLOOR ST PETERSBURG FL 33702-2455		CODE S1109A
			Criticality: To be cited on each order		PAS: None

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) TECHNOLOGY RESEARCH CORP 5250 140TH AVE N CLEARWATER FL 33760-3728		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM 12
CODE 60177	FACILITY CODE		

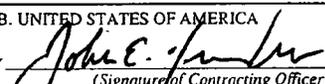
11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5		CODE	12. PAYMENT WILL BE MADE BY See Page 2 for Payment Office address		CODE See Page 2
				EFT: T	

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 EG: 97X4930 5CE0 001 26.0 S33150	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				
15G. TOTAL AMOUNT OF CONTRACT					Estimated \$420235.14

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	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 SP092004RX810 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER JOHN E. KRUTKO	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 2004 JUN 9
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

CONTINUATION SHEET

Reference No. of document being continued.

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This is a Indefinite Quantity Contract. Orders may be issued on this contract for a period of [12] Months (365-Days) from the date of this contract. The Government has the option to extend the terms of this contract for [2] 365-day periods.

NOTE: Actual unit prices will be specified on individual delivery orders issued under this contract. The estimated amount in Block 15G is for administrative purposes only.

The following unit pricing and delivery schedule shall apply for the term of this contract:

CLIN 0001	INCREMENT / QUANTITY RANGE			UNIT	1 st YEAR UNIT PRICE	(Option) 2 nd YEAR UNIT PRICE	(Option) 3 rd YEAR UNIT PRICE
	A*	200	to 499	ea.	\$144.30	\$147.20	\$150.10
	B*	500	to 749	ea.	\$144.30	\$147.20	\$150.10
	C*	750	to 999	ea.	\$144.30	\$147.20	\$150.10
	D*	1000	to 1249	ea.	\$142.80	\$145.65	\$148.50
	E*	1250	to 1499	ea.	\$139.95	\$142.75	\$145.60
	F*	1500	to 1750	ea.	\$137.20	\$139.90	\$142.75.

CONTRACT MINIMUM: 200 EACH

CONTRACT MAXIMUM: \$500,000.00

DELIVERY ORDER MINIMUM: 200 EACH

DELIVERY ORDER MAXIMUM: 1750 EACH

DELIVERY: Quantity: 500 each within 110 days after date of order.

Any balance shall be delivered at the rate of 500 each every 30 days thereafter until complete. In the event of overlapping of orders, the contractor is not required to deliver any more than 500 each in any 30 day period.

SURGE & SUSTAINMENT REQUIREMENTS:

CLIN	QTY	DELIVERY		1 st YEAR UNIT PRICE	(Option) 2 nd YEAR UNIT PRICE	(Option) 3 rd YEAR UNIT PRICE
6000	37-ea.	30-Days	ea.	\$137.20	\$139.90	\$142.75
	1-ea.	60-Days	ea.	\$137.20	\$139.90	\$142.75
	622-ea.	90-Days	ea.	\$137.20	\$139.90	\$142.75
	622-ea.	120-Days	ea.	\$137.20	\$139.90	\$142.75
	622-ea.	150-Days	ea.	\$137.20	\$139.90	\$142.75
	622-ea.	180-Days	ea.	\$137.20	\$139.90	\$142.75

CLIN	TOTAL COST
6002	Surge and Sustainment Investment \$ N/A

DESCRIPTION: FREQUENCY METER MAT

NSN: 6625-00-003-0971

TECHNOLOGY RESEARCH CORP (60177) P/N 10880

F.O.B.: DESTINATION

INSPECTION AND ACCEPTANCE: DESTINATION

PAYMENT WILL BE MADE BY:

**The Payment Office on each individual delivery order will be assigned based on the dollar amount of the order. For appropriate Payment Office, see the following:*

**FOR DELIVERY ORDERS
EXCEEDING \$100,000.00**
CODE: HQ0338
HQ0338 DFAS COLUMBUS
SOUTH ENTITLEMENT OPERATIONS
PO BOX 182264
COLUMBUS OH 43218-2264

**FOR DELIVERY ORDERS
UNDER \$100,000.00**
CODE: S33184
S33184 DFAS COLUMBUS-CENTER
DFAS-CO-BVDPCC-CC ELECTRONICS
PO BOX 182317
COLUMBUS OH 43218-2317

REMIT TO: EFT APPLIES

Krutko, John E (DSCC)

From: Marge Matson [mmatson@trci.net]
Sent: Tuesday, June 08, 2004 4:59 PM
To: Krutko, John E (DSCC)
Subject: Re: DSCC Solicitation # SP0920-04-R-X810

Good Afternoon Mr. Krutko
Per Mr. Wood the pricing submitted to the solicitation SP0920-04-R-X810 will be valid until 6/30/04. If you need more time than that let me know.
Marge
TRC Govt Sales

----- Original Message -----

From: Krutko, John E (DSCC)
To: #Technology Research Corp
Sent: Monday, June 07, 2004 9:59 AM
Subject: DSCC Solicitation # SP0920-04-R-X810

Ms Matson

Please advise as to whether or not your pricing submitted in response to DSCC solicitation # SP0920-04-R-X810 (QC03304009002; NSN 6625-00-003-0971) is still valid. Thank you for your help.

Regards,

John E. Krutko
Contract Specialist
DSCC-CSEC-GAY
614-692-3312
fax 614-693-1618

"Nobody made a greater mistake than he who did nothing because he could only do a little."

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA7	PAGE OF PAGES 1 23
2. CONTRACT NO.	3. SOLICITATION NO. SP0920-04-R-X310	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2004 FEB 06	6. REQUISITION/PURCHASE NO. IQ03304009002
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0900	8. ADDRESS OFFER TO (if other than item 7) Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A25116) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers-See Block 9	

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

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 MAR 08
(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.

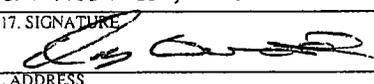
10. FOR INFORMATION CALL: ->	A. NAME John Krutko, PCCSCAY
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-3312 / FAX: (614)692-6912
	C. E-MAIL ADDRESS John.Krutko@dla.mil

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	17
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
X	F	DELIVERIES OR PERFORMANCE	10				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	20
X	H	SPECIAL CONTRACT REQUIREMENTS	10	X	M	EVALUATION FACTORS FOR AWARD	21

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ->)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR Technology Research Corporation 5250 - 140th Avenue North Clearwater, Florida 33760	CODE 60177	FACILITY 60177	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) R. B. Wood Sr. Vice Pres., Director of Govt. Operations	
15B. TELEPHONE NO. (Include area code) 727-535-0572	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 		18. OFFER DATE 3/2/04
15D. FAX NO.	15E. E-MAIL ADDRESS			

AWARD (To be completed by Government)

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

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THE FOLLOWING NOTES APPLY:

NOTE 1: For purpose of this solicitation and any resultant contract, '1st YEAR' is considered to be the first 365-day period after effective date of the contract. The '2nd YEAR' (Option Year) is considered to be the 365-day period immediately succeeding the '1st YEAR', the '3rd YEAR' (Option Year) is considered to be the 365-day period immediately succeeding the '2nd YEAR'.

NOTE 2: Prices offered will be evaluated using the weighted average price evaluation method set forth at Section M08.

NOTE 3: Supplies to be furnished under any resultant contract shall be ordered by the issuance of delivery orders by the Defense Supply Center Columbus.

NOTE 4: Prior to the RFP closing date, the contractor shall inform the buyer if any discrepancy exists between the physical/functional description and the specification/drawings.

NOTE 5: A 365-days, Firm Fixed-Price Indefinite Quantity Contract is anticipated. See Sections B11, I09, I15f, I29, I33a, I34, and I35 of the solicitation.

NOTE 6: This solicitation contains an option provision. Offerors are directed to see Section I41, 'Extension of Contract Term' and M31, 'Evaluation of Options'.

NOTE 7: The Government is soliciting offers for new material. No used, reconditioned or surplus material may be furnished unless authorized by the Contracting Officer. Any offeror intending to furnish used, reconditioned or surplus material must notify the Contracting Officer, in writing, at the time their offer is submitted.

NOTE 8: Please list Offeror's E-Mail: rwood@trci.net

Please list Offeror's FAX No.: 727-535-4828

Please list Offeror's DUNS: 03-526-1049

NOTE 9: The Payment Office on each individual Delivery Order will be assigned based upon the dollar amount of the order. For appropriate Payment Office, see below.

*For Delivery Orders Exceeding 100,000.00: To be determined by geographical location of Awardee and included in resultant Contract.

*For Delivery Orders under \$100,000.00: CODE S33184, DFAS Columbus, ATTN: DFAS-CO-BVDPCC-CC Electronics, PC Box 182317, Columbus, OH 43218-6205

NOTE 10: Offerors are directed to see provisions H15, I136, L40, M06, and

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M34. Offerors are required to respond to provision L40 in writing at the time their offer is submitted. Surge CLINS (6000 and 6002) must be priced or 'No Charged'.

NOTE 11: This item is source controlled by Dept. of Defense Project Mgr. - Mobile Electric Power (30554). Alternate items are NOT eligible for award.

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B-1 SCHEDULE

ITEM SUPPLIES / SERVICES

0001 NSN: 6625-00-003-0971

ITEM DESCRIPTION: FREQUENCY METER MAT*

* SEE PAGE 5 FOR COMPLETE ITEM DESCRIPTION

(DLAD 52.217-9002 is applicable)

TO BE COMPLETED BY ALL OFFERORS:

Offer based on:

Manufacturer's Name Technology Research Corporation

Part Number 10880

Estimated Annual Requirement is: 1st Year - 964 EACH
2nd Year - 964 EACH
3rd Year - 964 EACH

Contract Minimum: 200 ea.

Contract Maximum: \$500,000.00

Delivery Order Minimum: 200 ea.

Delivery Order Maximum: 1750 ea.

CLIN 0001	INCREMENT / QUANTITY RANGE	UNIT	1 st YEAR UNIT PRICE	(Option) 2 nd YEAR UNIT PRICE	(Option) 3 rd YEAR UNIT PRICE
	A* 200 to 499	ea.	\$ 144.30	\$ 147.20	\$ 150.10
	B* 500 to 749	ea.	\$ 144.30	\$ 147.20	\$ 150.10
	C* 750 to 999	ea.	\$ 144.30	\$ 147.20	\$ 150.10
	D* 1000 to 1249	ea.	\$ 142.80	\$ 145.65	\$ 148.50
	E* 1250 to 1499	ea.	\$ 139.95	\$ 142.75	\$ 145.60
	F* 1500 to 1750	ea.	\$ 137.20	\$ 139.90	\$ 142.75

*See Clause M08 - WEIGHTED AVERAGE PRICE EVALUATION METHOD.

Surge and Sustainment

CLIN	QTY	DELIVERY	1 st YEAR UNIT PRICE	(Option) 2 nd YEAR UNIT PRICE	(Option) 3 rd YEAR UNIT PRICE
6000	37-ea.	30-Days	\$ 137.20	\$ 139.90	\$ 142.75
	1-ea.	60-Days	\$ 137.20	\$ 139.90	\$ 142.75
	622-ea.	90-Days	\$ 137.20	\$ 139.90	\$ 142.75
	622-ea.	120-Days	\$ 137.20	\$ 139.90	\$ 142.75
	622-ea.	150-Days	\$ 137.20	\$ 139.90	\$ 142.75
	622-ea.	180-Days	\$ 137.20	\$ 139.90	\$ 142.75

CLIN	TOTAL COST
6002 Surge and Sustainment Investment	\$No Charge

NOTICE:

- Offerors must quote pricing for each increment cited for all items. Failure to do so may result in rejection of the offer.
- If the decision is made to exercise the option(s) specified in Section I-41, the Contracting Officer will give written notice to the Contractor at least 14-days prior to the expiration date of the Contract. The option period will begin at the end of subject contract and will extend an additional 365-days.
- Surge CLINS 6000 and 6002 must be priced, or "No Charge" indicated.

SECTION 3

PR: IQC03304009002
NSN: 6625-00-003-0971

ITEM DESCRIPTION:

FREQUENCY METER MAT

IF THE APPLICABLE (OEM OR MILITARY) DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY LEVEL (AQL). THE SAMPLING ACCEPTANCE NUMBER SHALL BE REDUCED TO ZERO (0). FOR EXAMPLE IF THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3) DEFECTS AND REJECT ON (4) DEFECTS. THE NEW ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE SAMPLE SIZE REMAINS THE SAME.

CRITICAL APPLICATION ITEM

ALL OFFERS MUST BE I/A/W (30554) DWG 69-595.

A AND M INSTRUMENT INC	(15309)	P/N	3492-004
TECHNOLOGY RESEARCH CORP	(60177)	P/N	10880

DELIVER FOB: See Clause
QTY VARIANCE: PLUS 0% MINUS 5%
INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY: SEE PAGE 6.

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0920-04-R-X810	PAGE 6 OF 24
NAME OF OFFEROR OR CONTRACTOR		
SECTION D		

NSN(s): 6625-00-003-0971

PREP FOR DELIVERY: MIL-STD-2073 1D Dated 15 Dec 99

QUP	CODE	001
PRESERVATION METHOD	CODE	41
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	NA
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	D3
OPTIONAL PROCEDURE INDICATOR	CODE	O
INTERMEDIATE CONTAINER	CODE	DO
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

FOR DLA STOCK:

PACK	CODE	U
------	------	---

FOR OCONUS PRIORITY 9 THRU 15 AND FOREIGN MILITARY SALES (FMS):

PACK	CODE	Q
PACKING:	LEVEL	B

MARKING AND BAR CODE REQUIREMENTS:

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

SPECIAL MARKING CODE: 00 (NO SPECIAL MARKING)

FOR NON-FMS AND NON-STOCK ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8: MARKED AND PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 AND BAR CODED IAW AIM BCI.

SUPPLEMENTAL INSTRUCTIONS:

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Full text of all DEAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/regs/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.

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

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

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

SECTION B

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

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

B04 - ALTERNATE DISPUTE RESOLUTION (ADR)

B06 CHANGES IN PALLETIZATION REQUIREMENTS

Effective October 1, 2001, European countries are restricting shipments of material in or on Non-Manufactured Wood Packaging Material (NMWPM) (i.e., pallets, boxes, crates, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC):

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packaging Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of 'MC', 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

All contracts and orders where NMWPM may be used to ship material to U.S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, and the aerial ports of embarkation at Dover, DE; Travis Air Force Base, CA; Naval Air Station, Norfolk, VA; and Charleston Air Force Base, SC to the affected countries.

Additional information is available on the DSCC Packaging website:

<http://www.dscclia.mil/offices/packaging/index.html>

311 - SUPPLIES FURNISHED BY DELIVERY ORDERS

315 - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS (AUG 1985))

330 - MANUFACTURER'S PART NUMBER

Prior to or at the time the offer is submitted, the contractor shall inform the buyer if any discrepancy exists between the physical/functional description and the specifications/drawings.

ALL OFFERS MUST PROVIDE THE FOLLOWING INFORMATION:
Offer based on:

Manufacturer's Name: **Technology Research Corporation**

Manufacturer's P/N: **10880**

Actual Bare Item Part Number Marking:

10880 - 69-595

SECTION D

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

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

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

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.
(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.
(3) Method of shipment will be in accordance with Clause F05 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).

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

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Container Consolidation Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscclia.mil/Offices/Packaging/Forms.html.

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

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

**D12 - PREPARATION FOR DELIVERY (DSCC 52.211-9C16)
(JULY 2002)****1. DLA Stock Shipments:**

All orders for DLA Stock shipments shall be packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1D coded packaging requirements, marking in accordance with MIL-STD-129, and Bar-coding in accordance with AIM BC 1 (Uniform Symbology Specification Code 39). The supplemental palletization instruction sheet, Palletization No. DC1636P001 Rev D, will be applicable to each order, when required.

2. Direct Vendor Delivery (DVD) Shipments:

a. CONUS (within the Continental United States) and O-CONUS (Outside the Continental United States) Priority 01 through 08 Shipments: (Note - For Priority 01 and 02 CONUS shipments, please contact the transportation office at 614-692-7038 for shipping instructions.)

(1) Standard commercial packaging in accordance with ASTM-D-3951.

(2) Barcoding in accordance with AIM BC 1 shall apply for all shipments regardless of destination (Also See Clause D11, DLAD 52.211-9008).

(3) Marking shall be i/a/w Mil-Std-129 (latest revision) and include, at a minimum, the following information:

UNIT CONTAINER MARKING REQUIREMENT:**Identification Marking:**

National Stock Number

Item Nomenclature (Optional)

Quantity (as measured in U/I)

Part Number

Contract Number (including call number, if applicable)

Method of Preservation/Date of Pack

SHIPPING CONTAINER MARKING REQUIREMENTS:**Shipping Label:** Transportation Control Number**From:** Name and address of Consignor**To:**

Name and address of Consigned (DODAAC) and in-the-clear address.

Project Code (if applicable).

Piece Number, and total pieces.

WT.

Method of Preservation/Date of Pack

(4) Bar Code Label is required on shipping documents (See Clause D11, DLAD 52.211-9008).

b. Priority 09 through 15 and FMS (Foreign Military Sales) Shipments: Shall be packaged to MIL-STD-2073-1D, marking i/a/w MIL-STD-129 (latest revision). The supplemental palletization instruction sheet, Palletization No. DC1636P001 will be applicable to each order, when required. (Packaging code requirements not provided in this solicitation will be provided upon award of contract or in individual delivery orders not issued electronically).

c. Credit Card Orders: Packaging shall be in accordance with the Contractor's commercial practice, which will ensure acceptance by the carrier.

3. Fast Pay Orders: The outer shipping container for Fast Pay DLA direct vendor delivery orders must be marked 'FAST PAY'.

4. Oxygen Cleaning: Items that require oxygen cleaning shall be cleaned, packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1D and MIL-STD-1330.

5. Hazardous Material: Packaging for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging contained in the International Civil Aviation Organization (ICAO) Technical Instructions, Excluding paragraph 1.4 of chapters I and 3, or the International Maritime Dangerous Goods Code (IMDG), both of which comply with the United Nations (UN) Recommendations on the Transport of Dangerous Goods, and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets ICAO or IMDG requirements shall be incorporated on the DD form 250, Material Inspection and Receiving Report, or other related acceptance document if the DD Form 250 is not used. All certificates and reports shall be available for inspection by authorized Government representatives for a period of three years. If Hazardous Material will be offered for transportation by Military Air, see clause D08, DSCC 52.211-9C20, Special Handling Data/Acknowledgement.

6. Prohibited Cushioning and Wrapping Materials: Use of excelsior, newspaper, shredded paper (all types, including wax paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage.

7. Any questions concerning packaging may be addressed by calling DSCC-VSP at 614-692-3345 (commercial) or DSN 850-3345. FAX: 614-692-1901.

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

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

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

SECTION E**E01 - CLAUSES INCORPORATED BY REFERENCE**

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

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

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (DEC 2001)

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

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at

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

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

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

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

E26 - COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)

The Contractor agrees that the supplies or services furnished under this contract () shall (A) 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.

E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.

DSCC Exclusions:

(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause E30, DSCC 52.246-9C34 applies):

- (1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.
- (2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.
- (3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.

E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (MAR 2002)

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, 'Marking for Shipment and Storage'. In addition to MIL-STD-129N requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD-129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

(a) Semiconductor Devices procured under MIL-PRF-19500M:

- (1) Part or Identifying Number (PIN)
- (2) Manufacturer's ID and symbol
- (3) Lot identification code and code of assembly plant (if applicable)
- (4) Beryllium oxide identifier (if applicable)

- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)

(b) Microcircuits procured under MIL-M-385 I OJ, Notice I:

- (1) PIN
- (2) Identification code
- (3) Manufacturer's identification
- (4) Manufacture's designation symbol
- (5) Country of origin
- (6) 'JAN' certification mark
- (7) Special marking
- (8) Electrostatic discharge sensitivity identifier

(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification

- (1) identification number
- (2) Manufacturer's identification
- (3) Manufacturers date code

(d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation GX or ZZ, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129N.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N.

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).

(b) MULTIPACKS:

- (1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded.
- (2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air, The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD-129N is required.

6. Parcel Post APO/FPO Shipments: The statement 'Contents for Official Use. Exempt from Customs Requirements' be annotated above the mailing address.

7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.

8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.

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E31 - REPACKAGING BEFORE VENDOR NOTIFICATION
(DSCC 52.246-9C36) (MAR 1991)

E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01)
(JUN 1980)

SECTION F**F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE**

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

F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)

(b) 00 Percent increase
05 Percent decrease

This increase or decrease shall apply to:
ALL

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

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

(b) DSCC Administered orders:

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

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

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02)
(MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC
52.211-9C17). 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):
Route domestic shipments within mail limitations as follows
based on the TP (Transportation Priority) reflected in the
'MARK FOR' data with each CLIN. Commercial small parcel
carrier (e.g., UPS or Federal Express) is an acceptable mode
of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or
distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or
most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not
TP coded) by SURFACE PARCEL POST (Fourth Class) or most
economical comparable mode.
- (4) The cost of parcel post insurance will NOT be paid
by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or
distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250
pounds, use AIR FREIGHT and specify AIR on the invoice.
EXCEPTIONS: If destination is within 600 miles of origin, use
regular surface transportation.
- (3) For all other freight shipments contact the
commodity transportation officer for delivery and carrier

routing instructions (see clause F04, DSCC 52.247-9C04).

(4) Advance telephonic notice of delivery must be
given by the carrier to the Consignee's Transportation officer
(Transport Control/Prelodge Desk) at least 24 hours prior to
delivery of freight shipments (other than small parcels) and
bills of lading must be annotated to reflect this requirement.

Addresses for direct shipments within CONUS and Canada are
shown 'in the clear' with each individual CLIN on Schedule
Continuation Sheet(s) in each order. Addresses for stock
shipments are shown with each individual CLIN on Schedule
Continuation Sheet(s) in each order.

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

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

REQUIRED DELIVERY SCHEDULE

WITHIN DAYS AFTER	ITEM NO.	QUANTITY	DATE OF CONTRACT
	0001	500 ea.	90 days

(Any balance shall be delivered at the rate of 500 every
30 days thereafter.)

In the event of overlapping orders, the contractor is not
required to deliver any more than 500 ea. in any
30 day period.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN DAYS AFTER	ITEM NO.	QUANTITY	DATE OF CONTRACT
	0001	500	110 Days

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

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

F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)**F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)****SECTION H****H15 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS**
(DSCC 52.217-9C23) (JUL 2001)

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 6000 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 S&S, 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 L40. The contractor's submission to
this provision constitutes the capability assessment.

At the contracting officer's direction, the

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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 6002. 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 IL36 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 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days 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 upon award.

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 (CINC) 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).

HL7 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) DFARS 252.211-7005

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

SECTION I

101 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)

FAR 52.203-3 - Gratuities (APR 1984)

FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)

FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)

FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)

FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)

FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)

FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)

FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

FAR 52.211-5 - Material Requirements (AUG 2000)

FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)

FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)

FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)

FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$550,000) (OCT 1997)

FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)

FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)

FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)

FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)

FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (JAN 2004)

FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)

FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)

FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)

FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)

FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)

FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)

FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)

FAR 52.222-3 - Convict Labor (JUN 2003)

FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)

FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)

FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)

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FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)

FAR 52.222-26 - Equal Opportunity (APR 2002)

FAR 52.222-29 - Notification of Visa Denial (JUN 2003)

FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)

FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)

FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Applicable with FAR 52.222-35)

FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)

FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)

FAR 52.225-13 - Restrictions on Certain Foreign Purchases (DEC 2003)

FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)

FAR 52.227-1 - Authorization and Consent (JUL 1995)

FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003)

FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)

FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998)

FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)

FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992)

FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)

FAR 52.232-1 - Payments (APR 1984)

FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)

FAR 52.232-11 - Extras (APR 1984)

FAR 52.232-17 - Interest (JUN 1996)

FAR 52.232-23 - Assignment of Claims (JAN 1986)

FAR 52.232-25 - Prompt Payment (OCT 2003)

FAR 52.233-1 - Disputes (JUL 2002), Alternate I (DEC 1998)

FAR 52.233-3 - Protest After Award (AUG 1996)

FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)

FAR 52.242-13 - Bankruptcy (JUL 1995)

FAR 52.244-2 - Subcontracts (AUG 1998)

FAR 52.244-5 - Competition in Subcontracting (DEC 1996)

FAR 52.245-1 - Property Records (APR 1984)

FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)

FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)

FAR 52.246-23 - Limitation of Liability (FEB 1997)

FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)

FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)

FAR 52.248-1 - Value Engineering (FEB 2000)

FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)

FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II

FAR 52.249-8 - Default (APR 1984)

FAR 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)

DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)

DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)

DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)

DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)

DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty) (NOV 1995)

DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)

DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)

DFARS 252.215-7002 - Cost Estimating System Requirements (Over \$550,000) (OCT 1998)

DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1996)

DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)

DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)

DFARS 252.223-7004 - Drug-Free Work Force (SEP 1998)

DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)

DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)

DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)

DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)

DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)

DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)

DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)

DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)

DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)

DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)

DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)

DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)

DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)

DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)

DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)

DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)

DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)

DFARS 252.242-7000 - Post Award Conference (DEC 1991)

DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)

DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)

DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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

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

I09 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

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

I10a - CENTRAL CONTRACT REGISTRATION (FAR 52.204-7) (OCT 2003)

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

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

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

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

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

115F - METHODS OF PRICING ORDERS (DSCC 52.216-9C52)
(NOV 1992)

Unless a different method is specified elsewhere, the price for any order issued hereunder shall be determined as follows:

- a. The year that the order is issued, and
b. The unit price applicable to the quantity ordered shall be the unit price for the incremental quantity range in which the quantity ordered falls.

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

(a) Definition.

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

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

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

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

Yes () No ()

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

Yes () No ()

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

Yes () No () Unknown ()

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

Yes () No () Unknown ()

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes () No ()

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

Yes () No ()

If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes () No ()

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

(4) The material has been reconditioned.

Yes () No ()

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

Yes () No ()

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

(5) The material has data plates attached.

Yes () No ()

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes

() No ()

(If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No

() If yes, (i) the material being offered is from the

same original Government contract number as that provided previously. Yes () No (); and (ii) state below

the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes () No ()

If yes, (i) the specification/drawing is in the possession of the

Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy

or facsimile to the Contracting Officer. Yes () No

()

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part

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number and for absence of corrosion or any obvious defects. Yes () No () If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()

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

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

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

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

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

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

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ().

() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

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

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

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance

with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

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

I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)

I28 - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)

I29 - CONTRACT QUANTITY LIMITATIONS (DSCC 52.216-9C06) (MAR 1998)

(X) (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:

(1) Minimum Quantity or Dollar Figure: 200 ea.
(2) Maximum Quantity or Dollar Figure: \$500,000.00
The Government is obligated to order only the minimum quantity or dollar figure stated above.

() (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph

(a) will be doubled.
() (c) Multiple NSNs - The CONTRACT MINIMUM will be which is the total of the individual quantities or dollar estimates for all NSNs listed below. The totals listed below are estimates only and will be used to determine the minimum quantity or dollar value of the contract in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NSNs awarded. The resulting contract minimum applies to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN awarded. The CONTRACT MAXIMUM will be

NSN	MINIMUM QUANTITY
	OR DOLLAR VALUE

(X) Contract period as defined in this clause means the extended contract shall be inclusive of the option period.

() Contract period as defined in this clause means a separate contract period for the initial basic and each option year.

I31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)

a. (X) on date of award;
() on a date to be specified not later than days after date of award.

I32 - PRICING OF DELIVERY ORDERS (DSCC 52.216-9C02) (JUN 2003)

(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:

(X) (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.
() (2) The quantity being shipped to each destination.

(b) If this solicitation/contract contains provision for placement of orders through POPS (Paperless Ordering Placement System), unit prices for those orders will be based on:

() (1) The total quantity of all requirements for each

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NSN issued via POPS in a single day, regardless of the number of individual orders.

() (2) The quantity of each individual order.

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

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

I33a - ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Defense Supply Center, Columbus or other activities which may be identified in the Schedule. Such orders may be issued from date of contract award through 365 days

I34 - ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 200 ea. [insert dollar figure or quantity], the

Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 1750 ea. [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of N/A [insert dollar figure or quantity]; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

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

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
0001	964 ea.		

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

NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40, I41, or I54.

I41 - EXTENSION OF CONTRACT TERM (OCT 2003) (DSCC 52.217-9C12)

a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration

date of the contract.

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 3 years.

c. The contract prices shall apply during an extension of the contract term, unless different prices for the extended contract term are entered in the space provided in Section 9.

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

A 3 year contract (base year plus option year(s)) is desired.

OFFEROR MUST CHECK THE FOLLOWING BLOCKS FOR OPTION YEARS:

() The Government's desired option is acceptable.

() No option is acceptable.

() _____ option years are acceptable.

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

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

(i) Information regarding EDI formats is available on the Internet at <http://www.x12.org>.

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

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

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request

in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

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

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

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

NONE

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

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

I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

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

CERTIFICATION

I, _____
(name of certifier),
an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

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

WARNING

Contains (or manufactured with, if applicable) _____
a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

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

MATERIAL (If none, insert 'None') ACT

NONE

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

(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

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

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

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

(f) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor

shall describe these shipments in the following format:

Item: _____

Contract Description: _____

Line Items: _____

Quantity: _____

Total: _____

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

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

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

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,949.00 as payment in full for the administrative costs of such repurchase apply for

any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

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

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

() Alternate I (OCT 1995)

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

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

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

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

I-136 - LIMITATIONS ON SURGE & SUSTAINMENT (S&S) INVESTMENTS (DLAD 52.217-9006) (JULY 1999)

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 theatre 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 MILSVC (when MILSVC 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

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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 MILCVC 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. Offerors/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.

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SECTION J

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

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

ATCH/Fm0000_sf33b NO.	NAME	DATE
(X) DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
(X) SF 33	Solicitation, Offer and Award	Rev 4-85
(X) ---	Section B	---
(X) ---	Sections C through M	---
() ---	Interim Amend. No.	---
() ---	Quality Assurance Provision (QAP) No.	---
() SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
() DSCC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73
() Form CASB-CMP	Facilities Capital Cost of Money Factors	----
() DD Form 1861	Contract Facilities Capital Cost of Money	APR 95
()		
()		
()		
() DD FM 1423	Contract Data Requirement List	JUN 90
	EXHIBIT No.	---
	w/ATCH No.	---
	EXHIBIT No.	---
	w/ATCH No.	---
	EXHIBIT No.	---
	w/ATCH No.	---
	EXHIBIT No.	---
	w/ATCH No.	---
() DD FM 254	Contract Security Classification Specification	DEC 99

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

