

AWARD/CONTRACT J	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA4	PAGE OF 1	PAGES 7
	2. CONTRACT (Proc. Inst. Ident.) NO. SP0750-05-C-3148	3. EFFECTIVE DATE 2004 OCT 18	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPC04177000604	

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) S1501A DCMA INDIANAPOLIS EMMETT J BEAN CENTER 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-5701	CODE S1501A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) AM GENERAL LLC 408 SOUTH BYRKIT STREET P O BOX 728 MISHAWAKA IN 46546-0728		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
9. DISCOUNT FOR PROMPT PAYMENT NET 30 days		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12	

11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5	CODE 34623	FACILITY CODE	12. PAYMENT WILL BE MADE BY HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T	CODE HQ0337
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	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				

15G. TOTAL AMOUNT OF CONTRACT **\$365346.82**

(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 checked="" type="checkbox"/>	I	CONTRACT CLAUSES	6
<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 checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	6
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	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 SP075004R3169 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.
--	---

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER SHARON K. HARPER
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA BY <i>Sharon K. Harper</i> (Signature of Contracting Officer)	20C. DATE SIGNED 10/18/04

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SECTION B

PR: YPC04177000604

NSN: 2910-01-411-2124

ITEM DESCRIPTION:

TANK, FUEL, ENGINE
USED ON A2 SERIES HMMWV VEHICLES.

CRITICAL APPLICATION ITEM

AM GENERAL LLC (34623) P/N 12460104

AWARD INCLUDES 239 EACH OF THE 250 EACH
OPTION QUANTITY AS STATED IN ACCORDANCE
WITH CLAUSE I17D01 OF THE AWARD.

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC04177000604	0001	370	EA	\$494.38000	\$182920.60

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

PREP FOR DELIVERY

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

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code

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SECTION B

PR CONT'D
39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2005 MAR 17

PARCEL POST/FREIGHT ADDRESS:

SW3227
DEF DIST DEPOT RED RIVER
RECEIVING BLDG 499
10TH STREET AND K AVENUE
TEXARKANA TX 75507-5000

NON-MILSTRIP
PROJ HPI

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	YPC04177000604	0002	369	EA	\$494.38000	\$182426.22

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

PREP FOR DELIVERY

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

DELIVER FOB: DESTINATION BY: 2005 MAR 17

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SECTION B

PR CONT'D
PARCEL POST ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS:

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ HPI

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AllD01 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.dsccl.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. '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.

D46D03 52.246-9C41 PACKAGING AND MARKING REQUIREMENTS
(FEB 2004) DSCC

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

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

SECTION E

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

E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING
REPORT (MAR 2003) DFARS

E46C03 52.246-9004 PRODUCT VERIFICATION TESTING
(JUN 1998) DLAD

E46D00 52.246-9C00 ADDENDUM TO DFARS 252.246-7000,
MATERIAL INSPECTION AND RECEIVING REPORT

When submitting a Material Inspection and Receiving Report, DD Form 250, electronically through Wide Area Workflow (WAWF-RA), contractors must print and provide a copy of the DD Form 250 with the material shipment.

E46D01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001)
DSCC

(c) Inspection Points:

SUPPLIES

(X) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s): _____

ALL

(Vendor Fill-in)

() (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

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Applicable to CLIN(s): _____ (Vendor Fill-in)
 _____ (Vendor Fill-in)

PACKAGING
 (Vendor Fill-in) Same as Offeror
 Applicable to CLIN(s): _____ (Vendor Fill-in)
 ALL _____ (Vendor Fill-in)

(Vendor Fill-in) Same as above
 (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)
 _____ (Vendor Fill-in)
 _____ (Vendor Fill-in)
 _____ (Vendor Fill-in)

Applicable to CLIN(s): _____ (Vendor Fill-in)
 _____ (Vendor Fill-in)

E46D02 52.246-9C02 ACCEPTANCE AT ORIGIN (NOV 1995) DSCC

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

SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

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
0001	370	150
0002	369	150

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@dlia.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:

DLA, Defense Supply Center Columbus
 ATTN: DSCC- LDAC
 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

I17D01 52.217-9C03 OPTIONS FOR INCREASED QUANTITY (OCT 2001) DSCC

I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

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:

CONTRACTOR'S OFFER	dtd		Encl	#
	08/24/04			1
	//**			1
	//**			1
	//**			1
	//**			1
	//**			1

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J15D06 52.215-9C06 NOTICE TO CONTRACTORS AND DEFENSE
FINANCE AND ACCOUNTING SERVICES (DPAS) (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.

AM General 4000546

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) -> RATING DOA4 PAGE OF PAGES 1 14

2. CONTRACT NO. 3. SOLICITATION NO. SP0750-04-R-3169 4. TYPE OF SOLICITATION [X] NEGOTIATED (RFP) 5. DATE ISSUED 2004 JUL 26 6. REQUISITION/PURCHASE NO. YPC0417700604

7. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 CODE SP0700 8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-VSA (Bldg. 20, Room A2N233) P.O. Box 3990 Columbus, OH 43218-3990 For courier service and facsimile numbers--See Block 9

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

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in Lobby (Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 AUG 26 FAX Number(s) (614) 692-4275 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL -> A. NAME Trina Mason, PLLD/CZ B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1360 / FAX: (614) 692-2848 C. E-MAIL ADDRESS Trina.Mason@diz.mil

11. TABLE OF CONTENTS

Table with 8 columns: (X), SEC, DESCRIPTION, PAGE(S), (X), SEC, DESCRIPTION, PAGE(S). Rows include PART I - THE SCHEDULE, PART II - CONTRACT CLAUSES, PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH, PART IV - REPRESENTATIONS AND INSTRUCTIONS.

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) 18 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS NET 30% CALENDAR DAYS 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated: ->)

15A. NAME AND ADDRESS OF OFFEROR CODE 34623 FACILITY AM General LLC - SPLO P.O. Box 728 MISHAWAKA, IN 46546-0728 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Ben Taylor Director - SPLO Contracts Administration

15B. TELEPHONE NO. (Include area code) 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE 17. SIGNATURE [Signature] 18. OFFER DATE 9-24-04 19. FAX NO. 19E. 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: [X] 41 U.S.C. 2304(c) () [] 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

FOR OFFICIAL USE ONLY SP0750-05-C-3148

SECTION B

PR: YPC04177000604
 MSN: 2910-01-411-2124

ITEM DESCRIPTION:

TANK, FUEL, ENGINE
 USED ON A2 SERIES HMMV VEHICLES.

PLEASE INCORPORATE THE FOLLOWING
 INTO THE CONTRACT WHEN AWARDED.
 "ASSIGNMENT OF CLAIMS REF: 52.232-23
 (JAN 1986) ALTERNATE I (APR 1984)"

CRITICAL APPLICATION ITEM

AM GENERAL LLC (34623) P/N 12460104

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPC04177000604	0001	300	EA	\$ 494.38	\$ 148,314.00

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

PREP FOR DELIVERY:

PEGGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES METH = AE: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
 UNIT CONT = D3: OPI = 0:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
 PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636F001 REV E
 DATED 3029

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002, as amended by Change Notice 1, dated January 15, 2004. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with

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SECTION B

FREIGHT SHIPPING ADDRESS

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ HPI

This solicitation includes an option quantity in accordance with the Option Clause(s) contained in this solicitation. Offerors shall insert the price below which may be exercised as specified in the clause. Failure to submit an offer on the option quantity may result in rejection of the bid/offer.

Item 5001 Maximum option quantity for NSN: 2910-01-411-2124
Option Qty: 250 EA Offered Option Unit Price \$ 494.38

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204D01 52.204-9C06 DSCC MASTER SOLICITATION STATEMENT

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at http://DIBBS.dscclia.mil/refs/provclauses. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at http://www.dla.mil/j-3/j-338/icps.htm

Do.

(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.

204D02 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.

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:

- 89C - Defense Supply Center Columbus - Construction
89E - Defense Supply Center Columbus - Electronics
89F - Defense Energy Support Center
89G - Defense Supply Center Richmond
89I - Defense Supply Center Philadelphia - General and Industrial
89T - Defense Supply Center Philadelphia - Clothing and Textiles
89M - Defense Supply Center Philadelphia - Medical Materiel
89P - Defense Supply Center Philadelphia - Perishable Subsistence
89Z - 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

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

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 P4030.19K, DLAI 4145.3. A Shipper's Declaration for

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ALSD01 52.215-9C03 FOR COURIER SERVICE AND/OR CONTRACTOR REPENDCARRIED OFFERS (JAN 2001) DSCC

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

204D01 52.204-9C03 DSCC WEB SITE (OCT 2002) DSCC

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/DLAD clauses incorporated by reference may be accessed electronically at http://www.dla.mil/j-3/j-336/icps.htm

SECTION D

D11C02 52.211-9C10 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD

(a) MIL-STD-129, Revision 7, 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 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.dscclia.mil/efices/packaging/specatdalist.html#ST

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Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129P and the military publication cited above.

D46D03 52.246-9C01 PACKAGING AND MARKING REQUIREMENTS (FEB 2004) DSCC

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

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

SECTION E

E04D01 52.204-9C01 RECORDS RETENTION REQUIREMENTS (JUN 1988) DSCC

E45A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

E45A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

E46B01 52.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

E46C03 52.246-9004 PRODUCT VERIFICATION TESTING (JUN 1998) DLAD

E46D05 52.246-9C00 ADDENDUM TO DFARS 52.246-7000. MATERIAL INSPECTION AND RECEIVING REPORT

When submitting a Material Inspection and Receiving Report, DD Form 250, electronically through Wide Area Workflow (WAWF-RA).

Contractors must print and provide a copy of the DD Form 250 with the material shipment.

E46E01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001) DSCC

(a) Inspection Points:

SUPPLIES

(X) (Vendor Fill-in) Same as Offeror
Applicable to CLIN(s):

(Vendor Fill-in)

() (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)

AM General LLC

(Vendor Fill-in)

420 S. Byrkit

(Vendor Fill-in)

Mishawaka, IN 46544

(Vendor Fill-in)

Applicable to CLIN(s):

(Vendor Fill-in)

PACKAGING

() (Vendor Fill-in) Same as Offeror
Applicable to CLIN(s):

(Vendor Fill-in)

(X) (Vendor Fill-in) Same as above

() (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

Applicable to CLIN(s):

(Vendor Fill-in)

E46D02 52.246-9C02 ACCEPTANCE AT ORIGIN (NOV 1995) DSCC

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

E46D11 52.246-9C11 WARRANTY (APR 1985) DSCC

E46D13 52.246-9C13 SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999) DSCC

SECTION F

F11A06 52.211-15 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 00A1AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F11D24 52.211-9C37 REQUIRED TIME OF DELIVERY (JUN 1997) DSCC

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

REQUIRED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
0001	300	150
0002	200	150
5001	250	150

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
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CAN MEET DELIVERY

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

F43A02 52.242-16 STOP-WORK ORDER (AUG 1989) FAR

F43A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

F47A01 52.247-34 P.O.B. DESTINATION (NOV 1991) FAR

F47A06 52.247-48 P.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR

F47A10 52.247-50 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

F47D01 52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002) DSCC

SECTION H

H23B01 252.223-7001 HAZARD MARKING 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 (b) (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 (IF None, Insert 'None.')

ACT

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- (Vendor Fill-in)
 - (Vendor Fill-in)
 - (Vendor Fill-in)
 - SECTION I
 - I02a01 52.202-1 DEFINITIONS (JUN 2004) FAR
 - I03a01 52.203-3 GRATUITIES (APRIL 1984) FAR
 - I03a02 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR
 - I03a03 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) FAR
 - I03a05 52.203-7 ANTI-RICKBACK PROCEDURES (JUL 1995) FAR
 - I03a06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR
 - I03a07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR
 - I03a08 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2003) FAR
 - I03b01 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999) DFARS
 - I04a04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR
 - I04a05 52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003) FAR
 - I04b01 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991) DFARS
 - I04b02 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) DFARS
 - I04b03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
 - I04b04 252.204-7004 ALTERNATE A (NOV 2002) DFARS
 - I09a08 52.209-8 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR
 - I09b01 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) DFARS
 - I09b02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS
 - I11a01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR
 - I11a02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR
 - I11b01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2002) DFARS
- (Offeror insert information for each SPI process)
- SPI Process: _____ (Vendor Fill-in)
- Facility: _____ (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)

I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

(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 (CAGE) 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)

_____ (Vendor Fill-in)

(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)

(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.

(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)

(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.

(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)

(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

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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)

(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):
() (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 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.
() (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)

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturers 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.

- ILIC02 52.211-9002 PRIORITY RATING (MAR 2000) DLAB
- ILSA01 52.215-2 AUDIT AND RECORDS NEGOTIATION (JUN 1999) FAR
- ILSA05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

- ILSA10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR
- ILSD01 52.215-9C04 PRODUCTION FACILITY CHANGES (APR 1985) DSCC
- IL7D01 52.217-9C03 OPTIONS FOR INCREASED QUANTITY (OCT 2001) DSCC
- ILSA10 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000) FAR
- I22A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR
- I22A03 52.222-3 CONVICT LABOR (JUN 2003) FAR
- I22A04 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000) FAR
- I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004) FAR
- I22A16 52.222-20 WALKER-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR
- I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR
- I22A18 52.222-26 EQUAL OPPORTUNITY (APR 2002) FAR
- I22A21 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR
- I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR
- I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR
- I22A26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR
- I23A01 52.223-3 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)

- I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR
- I23A06 52.223-8 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 ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

- I23A09 52.223-11 OZONE-DEPLETING 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).
I23B03 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DEARS

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I23C01	52.223-9000	MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992)	DLAD
I25A04	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASERS (DEC 2003)	FAR
I25A05	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)	FAR
I25B01	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)	DFARS
I25B02	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)	DFARS
I25B13	252.225-7021	TRADE AGREEMENTS (JUN 2004)	DFARS
I25B16	252.225-7025	RESTRICTION ON ACQUISITION OF FOREIGNS (APR 2003)	DFARS
I25B28	252.225-7041	CORRESPONDENCE IN ENGLISH (JUN 1997)	DFARS
I27A01	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)	FAR
I27A04	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)	FAR
I27D05	52.227-9C04	DATA - ENGLISH LANGUAGE (JUL 1984)	DSCC
I29A02	52.229-1	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	FAR
I32A01	52.232-1	PAYMENTS (APR 1994)	FAR
I32A06	52.232-6	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	FAR
I32A07	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	FAR
I32A08	52.232-11	EXTRAS (APR 1984)	FAR
I32A09	52.232-16	PROGRESS PAYMENTS (APR 2003)	FAR
<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>			
I32A13	52.232-17	INTEREST (JUN 1996)	FAR
I32A19	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)	FAR
I32A20	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)	FAR
I32A22	52.232-25	PROMPT PAYMENT (OCT 2003)	FAR
I32A28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	FAR
I32B02	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)	DFARS
I32B03	252.232-7004	DOD PROGRESS PAYMENT RATES (OCT 2001)	DFARS
I33A01	52.233-1	DISPUTES (JUL 2002)	FAR
I33A03	52.233-3	PROTEST AFTER AWARD (AUG 1996)	FAR
I33C01	52.233-9001	DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)	DLAD
<p>(c) If you wish to opt out of this clause, check here () (Vendor Fill-in)</p>			
I39C01	52.239-9000	F2K COMPLIANCE NOTICE (JUN 2002)	DLAD

I42A07	52.242-12	REPORT OF SHIPMENT (REPSHIP) (JUN 2003)	FAR
I42A08	52.242-13	BANKRUPTCY (JUL 1995)	FAR
I42B04	252.242-7000	POSTWARD CONFERENCE (DEC 1991)	DFARS
I43A01	52.243-1	CHANGES -- FIXED PRICE (AUG 1987)	FAR
I43B01	252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)	DFARS
I43B02	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)	DFARS
I44A04	52.244-6	COMPETITION IN SUBCONTRACTING (DEC 1996)	FAR
I44A05	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2004)	FAR
I44B01	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)	DFARS
I46A17	52.246-23	LIMITATION OF LIABILITY (FEB 1997)	FAR
I47A01	52.247-63	PREFERENCES FOR U.S. - FLAG AIR CARRIERS (JUN 2003)	FAR
<p>International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]:</p>			
(Vendor Fill-in)			
(Vendor Fill-in)			
I47B02	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)	DFARS
I48A01	52.248-1	VALUE ENGINEERING (FEB 2000)	FAR
I48B01	52.248-9C01	CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (OCT 2000)	DSCC
I49A03	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)	FAR
I49A15	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)	FAR
I49C01	52.249-9000	ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988)	DLAD
I49D01	52.249-9C01	ADDENDUM TO DLAD 52.249-9000, ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (JAN 2004)	DSCC
<p>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 \$2949.00 as payment in full for the administrative costs of such repurchase.</p>			
I52A01	52.252-1	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	FAR
<p>Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.dla.mil/j-3/j-336/icps.htm</p>			
I52A02	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1986)	FAR
<p>(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorize deviation is indicated by the addition of 'DEVIATION' after the date of the clause.</p>			
<p>(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an</p>			

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CONTINUATION SHEET

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authorized deviation is indicated by the addition of
'(DEVIATION)' after the name of the regulation.

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J51A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
FAR

SECTION J

J15D01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS:

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

ATCH, FM NO.	NAME	DATE
(X) DD FM 1707	Information to (Cover Sheet) 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-CMF	Facilities Capital Cost of Money Factors	---
() DD Form 1464	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

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

-- Sections K, L, and M, will be deleted from any resulting
award per FAR 16.304-1. 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.