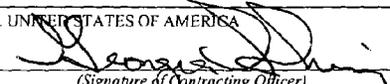


AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA4	PAGE OF 1	PAGES 8		
2. CONTRACT (Proc Inst. Ident.) NO. SP0750-04-C-3352		3. EFFECTIVE DATE 2004 MAR 19	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RPC03323000495				
5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PLLXCAQ (614)692-4670 /FAX: (614)693-1577 E-mail: India.Franklin@dla.mil		CODE SP0700	6. ADMINISTERED BY (If other than Item 5) S0101A DCMA BIRMINGHAM BURGER PHILLIPS CENTER 1910 THIRD AVE N SUITE 201 BIRMINGHAM AL 35203-2376		CODE S0101A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) UNITED DEFENSE LP DIV STEEL PRODUCTS DIVISION 2101 W 10TH ST P.O. BOX 1030 ANNISTON AL 36201-4223			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)				
CODE 05386 FACILITY CODE			9. DISCOUNT FOR PROMPT PAYMENT NET 30 days				
11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12				
12. PAYMENT WILL BE MADE BY S33181 DFAS COLUMBUS CENTER ATTN DFAS CO BVDPC/CC CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203 EFT: T			11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(e) () <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					\$260010.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	7
X	B	SUPPLIES OR SERVICES AND PRICES/COST	6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	8
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	7			L	M
	G	CONTRACT ADMINISTRATION DATA		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 SP075004R2674 , 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 GEORGIA SHIREY			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		3/19/04	

CONTINUATION SHEET

Contract Number:

SP0750-04-C-3352

PAGE OF PAGES

2 8

SECTION B

PR: RPC03323000495
NSN: 2510-01-061-7390

ITEM DESCRIPTION:

TORSION BAR, SUSPENSION
MATERIAL STEEL.

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

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

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

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 19207 12268689
BASIC DTD 1977 OCT 18
AMEND NR E DTD 1993 AUG 23
TYPE NUMBER: 12268689-1

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0750-04-C-3352

PAGE OF PAGES

3 | 8

SECTION B

"DETAILED DRAWING (ONE ITEM)"

I/A/W DRAWING NR 19207 12268689

REFNO DTD 1977 OCT 18

AMEND NR H DTD 1993 JUN 24

TYPE NUMBER:

SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS
(SQAP) OR QUALITY ASSURANCE PROVISIONS (QAP)

I/A/W SPEC NR MIL-S-45387

REFNO DTD 1998 JAN 14

AMEND NR DTD

TYPE NUMBER:

"THIS SPECIFICATION OR STANDARDIZATION DOCUMENT
HAS BEEN REVISED, REPLACED OR CANCELLED, HOWEVER
IT IS STILL REQUIRED TO PROCURE THIS NSN.

COPIES OF THIS DOCUMENT MAY BE OBTAINED FROM:

ASSIST-QUICK SEARCH AT:

HTTP://ASTIMAGE.DAPS.DLA.MIL/QUICKSEARCH/

I/A/W SPEC NR SAE AS6257/6414 (MIL-S-8844)

REFNO DTD 1994 APR 25

AMEND NR DTD

TYPE NUMBER:

THE SPECIFICATION OR STANDARD CITED IS TO BE
USED IN LIEU OF THE DOCUMENT IDENTIFIED WITHIN
THE PARENTHESES.

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	RPC03323000495	0001	963	EA	\$270.00000	\$260010.00

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 = 20: CLNG/DRY = 1: PRESV MAT = 49:
WRAP MAT = GB: CUSH/DUNN MAT = JC: CUSH/DUNN THKNSS = X:
UNIT CONT = E8: 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 DC1636P001 REV E
DATED 3029

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0750-04-C-3352

PAGE OF PAGES

4 8

SECTION B

PR CONT'D

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 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: 2004 SEP 15

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0750-04-C-3352

PAGE OF PAGES

5

8

SECTION B

PR CONT'D

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9907 Contractor First Article Test (FAT) 1 90 DAYS		TE	WAIVED	

The quantity '1 TE' (test) signifies the test requirement. See clauses I09A03 and I09D04 for information concerning the FAT requirement and test report. Offers that do not cite a price for LINE ITEM 9907 shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for LINE ITEM 9907.

CONTINUATION SHEET

Contract Number:

SP0750-04-C-3352

PAGE OF PAGES

6

8

NOTICE

A06 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (NOV 2003)

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 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>

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (FEB 2004)

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.

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)

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) (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 packaged, marked, and labeled in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment. AFMAN 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous

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

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

Shipments of identical items packed in four or more shipping

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

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

SECTION E

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

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

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

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

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

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

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

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

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

(c) Inspection Points:

SUPPLIES

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

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

Applicable to CLIN(s):

Applicable to CLIN(s):

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0750-04-C-3352

PAGE OF PAGES

7 8

PACKAGING

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

() Same as above

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

Applicable to CLIN(s):

Applicable to CLIN(s):

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

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

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

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

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

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)**E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)****E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2004)****SECTION F****F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)**

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

(b) DSCC Administered orders:

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

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

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

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

DELIVERY SCHEDULE

CLIN(s)	QUANTITY	DAYS
0001	963	180

Liquidated Damages () is (X) is not applicable.

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

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)**SECTION I****I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)****I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)****I43A - CONTRACTOR FIRST ARTICLE TESTING WAIVED.****I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)****I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)**

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

Item:

Contract Description:

Line Items:

Quantity:

Total:

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0750-04-C-3352

PAGE OF PAGES

8

8

I180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)
(APR 1984)

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

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

SECTION J

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

SP075004R2674 PT A-J dtd 02/25/04 Encl #1
dtd **/**/** Encl #
dtd **/**/** Encl #

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

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700) →		RATING DOA4	PAGE OF PAGES 1 / 20
2. CONTRACT NO.	3. SOLICITATION NO. SP0750-04-R-2674	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2004 JAN 30	6. REQUISITION/PURCHASE NO. RPC03323000495
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0700	8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A2S116) 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 01
(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 Carol L. Black, PLLECB1	C. E-MAIL ADDRESS Carol.Black@dla.mil
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1346 / FAX: (614)692-3361	

11. TABLE OF CONTENTS

(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	10
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	15
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	16
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	8				
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	18
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	19

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 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of 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 UNITED DEFENSE, STEEL PRODUCTS DIVISION 2101 W. 10TH ST. ANNISTON, AL 36201 "DUNS 05-515-6012"	CODE 05386	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Michael S. McCullars Product Mgr.	
15B. TELEPHONE NO. (Include area code) 256-235-9655	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	17. SIGNATURE Michael S. McCullars	18. OFFER DATE 2/25/2004	
15D. FAX NO. 256-235-9699	15E. E-MAIL ADDRESS MIKE.MCCULLARS@UDLP.COM			

AWARD (To be completed by Government)

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

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

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

PerFORM (DLA)

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

ENCL I

Quantity breaks are included in this solicitation and may be utilized at time of award without discussions.

If quantity breaks are utilized at time of award state the delivery time for the additional quantity over and above the 963 each.

Same delivery: _____ Phased delivery 273 Days.

First Article Test is included. See Clause I43 and insure the proper blocks are completed.

Item has existing backorders as well as confirmed future requirements therefore the delivery schedule is critical.

ISC. EFT Address: Wachovia Bank NA, Virginia
ABA 051400549 SWIFT PNBPU533
Acct 200014788044

SECTION B

PR: RPC03323000495
NSN: 2510-01-061-7390

ITEM DESCRIPTION:

TORSION BAR, SUSPENSION
MATERIAL STEEL.

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

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

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

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.

CRITICAL APPLICATION ITEM

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 19207 12268689
 BASIC DTD 1977 OCT 18
 AMEND NR E DTD 1993 AUG 23
 TYPE NUMBER: 12268689-1
 'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 19207 12268689
 REFNO DTD 1977 OCT 18
 AMEND NR H DTD 1993 JUN 24
 TYPE NUMBER:
 SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS
 (SQAP) OR QUALITY ASSURANCE PROVISIONS (QAP)

I/A/W SPEC NR MIL-S-45387
 REFNO DTD 1998 JAN 14
 AMEND NR DTD 19
 TYPE NUMBER:
 'THIS SPECIFICATION OR STANDARDIZATION DOCUMENT
 HAS BEEN REVISED, REPLACED OR CANCELLED, HOWEVER
 IT IS STILL REQUIRED TO PROCURE THIS NSN.
 COPIES OF THIS DOCUMENT MAY BE OBTAINED FROM:
 ASSIST-QUICK SEARCH AT:
 HTTP://ASTIMAGE.DAPS.DLA.MIL/QUICKSEARCH/

I/A/W SPEC NR SAE AS6257/6414 (MIL-S-8844)
 REFNO DTD 1994 APR 25
 AMEND NR DTD 19
 TYPE NUMBER:
 THE SPECIFICATION OR STANDARD CITED IS TO BE
 USED IN LIEU OF THE DOCUMENT IDENTIFIED WITHIN
 THE PARENTHESES.

Price Break Range:

Qty. 1000 to 1500 EA \$ 270.00
 Qty. 1501 to 1550 EA \$ 270.00

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RPC03323000495	0001	963	EA	\$ <u>270.00</u>	\$ <u>260,010.00</u>

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

CONTINUED ON NEXT PAGE

SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 20: CLNG/DRY = 1: PRESV MAT = 49:
WRAP MAT = GB: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = EC: OPI = 0:
INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
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

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

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9907		1	TE	\$ <u>-0-</u>	\$ <u>-0-</u>

Contractor First Article Test (FAT) (including test report)
90 DAYS

"United Defense is a waived source."

The quantity '1 TE' (test)
signifies the test requirement.

CONTINUED ON NEXT PAGE

SECTION B

See clauses I43 and I43a for information concerning the FAT requirement and test report. Offers that do not cite a price for LINE ITEM 9907 shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for LINE ITEM 9907.

CONTINUATION SHEET

Solicitation Number: SP0750-04-R-2674

PAGE OF PAGES 7 20

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-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

SECTION D

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

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

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

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

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

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

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

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

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

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

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

http://www.dscclia.mil/downloads/packaging/dc1636p001.doc

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

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

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number,

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

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

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

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

(c) Inspection Points:

SUPPLIES

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

AI

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number: SP0750-04-R-2674

PAGE OF PAGES 8 20

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

furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

Applicable to CLIN(s):

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

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

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

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

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

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

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

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) 0 Percent increase
0 Percent decrease

This increase or decrease shall apply to:

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'.

CONTINUED ON NEXT PAGE

PACKAGING

(x) Same as Offeror
Applicable to CLIN(s):

All

() Same as above

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

Applicable to CLIN(s):

Applicable to CLIN(s):

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

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

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

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

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

NOTICE: When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to

.CONTINUATION SHEET

Solicitation Number: SP0750-04-R-2674

PAGE OF PAGES 9 20

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 cognizant 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.

Fila - TIME OF DELIVERY (First Article) (DSCC 52.211-9C33) (JUL 2002)

(a) If First Article testing is REQUIRED for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (FAT REQUIRED) Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

Table with 2 columns: FAT CLIN(S), NO. OF DAYS AFTER DATE OF AWARD. Row 1: 9907, 90 Days

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

Table with 3 columns: NSN/ITEM/CLIN, QUANTITY, NO. OF DAYS AFTER DATE OF AWARD*. Row 1: 2510-01-061-7390, 963, 210 including FAT DAYS THEREAFTER.

* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT REQUIRED) (If no entry, the government's required delivery schedule shall be used)

Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

Table with 2 columns: FAT CLIN(S), NO. OF DAYS AFTER DATE OF AWARD

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NO. OF DAYS AFTER DATE

Table with 3 columns: NSN/ITEM/CLIN, QUANTITY, OF AWARD*. Rows for BALANCE OF THEREAFTER.

* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

(b) If First Article testing is WAIVED for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (FAT WAIVED)

Table with 3 columns: NSN/ITEM/CLIN, QUANTITY, NO. OF DAYS AFTER DATE OF AWARD*. Row 1: 2510-01-061-7390, 963, 180 days or less DAYS THEREAFTER.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT WAIVED) (If no entry, government's required delivery schedule shall be used)

Table with 3 columns: NSN/ITEM/CLIN, QUANTITY, NO. OF DAYS AFTER DATE OF AWARD*. Row 1: 2510-01-061-7390, 963, 180 Days

Table with 3 columns: NSN/ITEM/CLIN, QUANTITY, NO. OF DAYS AFTER DATE OF AWARD*. Row 1: 2510-01-061-7390, 963, 180 Days

Table with 3 columns: NSN/ITEM/CLIN, QUANTITY, NO. OF DAYS AFTER DATE OF AWARD*. Row 1: 2510-01-061-7390, 963, 180 Days

Table with 3 columns: NSN/ITEM/CLIN, QUANTITY, NO. OF DAYS AFTER DATE OF AWARD*. Row 1: 2510-01-061-7390, 963, 180 Days

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals that comply with or better the required schedule, but reserves the right to consider proposals that exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a longer schedule, you may submit two (2) or more proposals on each item. The Government reserves the right to make awards on the basis of delivery.

(d) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

(e) If the contractor fails to meet the first article testing schedule, or is otherwise inexcusably delinquent in the performance of any order, the Government, in addition to the other rights reserved to it, may procure the contract supplies from other sources until such time as the contractor becomes current under prior orders.

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

SECTION H

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0750-04-R-2674PAGE OF PAGES
10 20

(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

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.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 Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
 FAR 52.211-5 - Material Requirements (AUG 2000)
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
 FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
 FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (OCT 1997)
 FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
 FAR 52.215-12 - Subcontractor Cost or Pricing Data (> \$550,000) (OCT 1997)
 FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
 FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)
 FAR 52.215-15 - Pension Adjustments and Asset Reversions (> \$550,000) (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 (> \$550,000) (OCT 1997)
 FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997)
 FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)
 FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001)
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
 FAR 52.222-3 - Convict Labor (JUN 2003)
 FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
 FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
 FAR 52.222-26 - Equal Opportunity (APR 2002)
 FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (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 (> \$500,000) (APR 1998)
 FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992)
 FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-17 - Interest (JUN 1996)
 FAR 52.232-23 - Assignment of Claims (JAN 1986)
 FAR 52.232-25 - Prompt Payment (OCT 2003)
 FAR 52.233-1 - Disputes (JUL 2002), Alternate I (DEC 1991)
 FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.242-13 - Bankruptcy (JUL 1995)
 FAR 52.243-1 - Changes Fixed-Price (Aug 1987)
 FAR 52.244-2 - Subcontracts (AUG 1998)
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)
 FAR 52.246-23 - Limitation of Liability (FEB 1997)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)
 FAR 52.248-1 - Value Engineering (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)
 DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
 DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991)
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991)
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
 DFARS 252.215-7000 - Pricing Adjustments (> \$550,000) (DEC 1991)
 DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1998)
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number: SP0750-04-R-2674

PAGE OF PAGES 11 20

United States (APR 2002)
DFARS 252.225-7012 - Preference for Certain Domestic Commodities (FEB 2003)
DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)
DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)
DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)
DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$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)

I06 - DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL (DSCC 52.209-9C12) (APR 2001)

NOTICE TO CONTRACTOR: The DCMA Administrative Contracting Officer (ACO) is delegated (IAW with FAR 42.202(c) the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in Section I of this contract entitled First Article Testing-Contractor Testing (FAR 52.209-3). Any reference to the Contracting Officer as it relates to the submission of, approval/disapproval of the FAT Report shall be deemed to mean the DCMA Administrative Contracting Officer when this clause is incorporated in the contract.

NOTICE to ACO: A copy of the FAT report and the ACO's letter of approval/disapproval shall be forwarded to the DSCC Contract Administrator: (see 'Issued By' block on page 1 of the award document)

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

I10a - CENTRAL CONTRACTOR 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 DLA 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.

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

I17 - 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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2674

PAGE OF PAGES

12

20

modifications.

(4) The material has been reconditioned.

Yes () No ()

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

Yes () No ()

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

(5) The material has data plates attached.

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

(6) The offered material is in its original package. Yes () No ()

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

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

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

If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

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

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

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No ()

If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No ()

If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()

(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

CONTINUED ON NEXT PAGE

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.

I18 - PRIORITY RATING (DLAD 52.211-9002) (MAR 2000)

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

I43 - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (FAR 52.209-3) (SEP 1989) WITH ALTERNATE I (JAN 1997)

(a) The Contractor shall test one unit(s) of Lot/Item Torsion Bar, Suspen., NSN 2510-01-061-7390 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 90 calendar days from the date of (x) this contract, /or () first delivery order under this contract, to:

(2 Copies) Defense Supply Center Columbus
P.O. Box 16704

ATTN: Contracting Officer - ____ (see 'Issued By' block on page 1 of award document)
Columbus, OH 43216-5010

(1 Copy) DCMA - Administrative Contracting Officer of the Inspection Activity cited in the 'Administered By' block on page 1 of the award document, marked, 'FIRST ARTICLE TEST REPORT:

Contract Number _____, Lot/Item No. _____.
Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

I43a - ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (DSCC 52.209-9C07) (OCT 2001)

1. First Article Testing is required and shall be performed in accordance with:

(X) The specifications as found in Section B of the solicitation/award.

() The following:

and DD Form 1423, Contractor Data Requirements List, as applicable.

2. The cost entered in CLIN 9907 shall include all costs associated with the testing, and the cost of the First Article test report, if any. Offers that do not cite a price for the First Article testing and the test report, or do not specify that there is no separate charge for the testing and test report, shall be evaluated under the assumption that there is no charge for the testing and test report.

3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror's eligibility for waiver.

4. a. The Inspecting Activity Quality Assurance Representative (QAR) shall witness the First Article Testing.

b. The contractor shall prepare the First Article test report in accordance with the latest issue of Data Item Description DI-NDTI-80809B, entitled, 'Test/Inspection Report'. The contractor shall present the completed report to

the QAR. The QAR shall review the report, prepare recommendations, countersign and forward two copies to the Contracting Officer at the address identified in clause I43. (Follow alternate distribution instructions if Clause I06 is included in this award.)

5. Disposition of the First Article by the Contractor (applicable if marked):

(x) The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production.

() All units of the First Article shall be retained by the Contractor as production standards, and shall not be submitted for acceptance as part of the order quantity.

() Other:

(X) 6. Additional Notes:

United Defense LP (05386) is considered a waiveable source for the FAT>

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.ogden.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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:
SP0750-04-R-2674PAGE OF PAGES
14 20

requests.

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

MATERIAL IDENTIFICATIONNO. (If none, insert 'None')

'None'

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),
am 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 ACT (If none, insert 'None')

'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)

I69 - DECLARATION OF TECHNICAL DATA CONFORMITY (DFARS 252.227-7036) (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor,
hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.
Date _____
Name and Title of Authorized Official _____

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

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

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

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

Item: _____

Contract Description: _____

Line Items: _____

Quantity: _____

Total: _____

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

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

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

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

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

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

I88 - RIGHTS IN DATA consists of:

DFARS 252.227-7013 - Rights in Technical Data - Noncommercial Item (NOV 1995)

DFARS 252.227-7016 - Rights in Bid or Proposal Information (JUN 1995)

DFARS 252.227-7018 - Rights in Noncommercial Technical Data and Computer Software - Small business Innovative Research (SBIR) Program (JUN 1995)

DFARS 252.227-7019 - Validation of Asserted Restriction - Computer Software (JUN 1995)

DFARS 252.227-7030 - Technical Data - Withholding of Payment (MAR 2000)

DFARS 252.227-7037 - Validation of Restrictive Markings on Technical Data (SEP 1999)

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2674

PAGE OF PAGES

15

20

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

CONTINUED ON NEXT PAGE

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

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

(1) Due date. The designated payment office will make progress payments on the 7th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

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

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

I127 - WARRANTY OF DATA (DFARS 252.246-7001) (DEC 1991)

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.

Table with columns: ATCH, FM NO., NAME, DATE. Contains entries for DD FM 1707, SF 33, SF 1448, DSCC, FM 1650, CASB-CMF, Form 1861, DD FM 1423, and DD FM 254.

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.