

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA1	PAGE OF 1	PAGES 12
2. CONTRACT (Proc. Inst. Ident.) NO. SP0740-04-C-4737		3. EFFECTIVE DATE 2004 JUL 20	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPC04057000926		
5. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PMMEECK (614)692-2580 /FAX: (614)693-1551 E-mail: Charles.Barnett@dla.mil		CODE SP0700	6. ADMINISTERED BY (If other than Item 5) S0703A DCMA HAMILTON SUNSTRAND 1 HAMILTON RD WINDSOR LOCKS CT 06096-0463		CODE S0703A
			Criticality: A		PAS: NONE

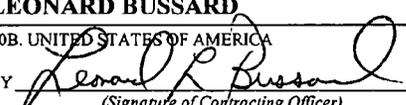
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) HAMILTON SUNSTRAND CORPORATION ONE HAMILTON ROAD WINDSOR LOCKS CT 06096-1010		8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM 12
CODE 73030	FACILITY CODE 99167		

11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5		12. PAYMENT WILL BE MADE BY HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) (1) <input type="checkbox"/> 41 USC 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA CG: 97X4930 SCC0 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					\$956912.68

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	11
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	12
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	11		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	11				

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 SP074004R6146 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER LEONARD BUSSARD	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED 7/20/04

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Manufacture Facilities:

99167

HAMILTON SUNDSTRAND CORP
DBA HAMILTON SUNDSTRAND AEROSPACE
4747 HARRISON AVE
ROCKFORD IL 61125-7002

Supplies and Packaging - Inspection and Acceptance Address:

99167

HAMILTON SUNDSTRAND CORP
DBA HAMILTON SUNDSTRAND AEROSPACE
4747 HARRISON AVE
ROCKFORD IL 61125-7002

Admin Office for Supplies and Packaging:

S1403A

S1403A DCMA CHICAGO
1523 WEST CENTRAL ROAD, BLDG. 203
224 625-8206
ARLINGTON HEIGHTS, IL 60005-2451

All references to Hamilton Sunstrand's standard commercial warranty (Exhibit A-19, Terms I-VII) are hereby deleted.

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SECTION B

PR: YPC04057000926
NSN: 4320-01-027-4225

ITEM DESCRIPTION:

CYLINDER BLOCK UNIT, HYDRAULIC MOTOR-PUMP. E/I
CONSTANT SPEED DRIVE, IN A-10 AND S-3A AIRCRAFT.
(CONSISTS OF A CYLINDER BLOCK AND 9 PISTON AND
SLIPPER ASSEMBLYS).

"ASO/NAVSEA/AVSCOM CRITICAL ITEM"

NOTE: THIS IS A RESTRICTED SOURCE ITEM
MANUFACTURED TO THE OEM DRAWING(S) CITED
HEREIN AND AS OF THE DATE OF THIS SOLICITATION
ONLY THE SOURCE(S) CITED BELOW HAS/HAVE BEEN
PREQUALIFIED TO MANUFACTURE THE ITEM.
OFFERS BASED ON SUPPLYING OTHER MANUFACTURER'S
PARTS SHALL BE ACCOMPANIED BY TECHNICAL AND
OTHER DATA SUFFICIENT TO EVALUATE THE ITEM FOR
THE INTENDED APPLICATION AS PER DLAI 3200.1,
ENCL 6. SAID EVALUATION MAY TAKE AN EXTENDED
PERIOD OF TIME AND MAY THEREFORE BE APPLICABLE
TO FUTURE PROCUREMENTS. FINAL APPROVAL AUTHORITY
REST WITH THE GOVERNMENT DESIGN CONTROL
ACTIVITY.

SUNDSTRAND (99167) P/N 718066
DISCOVERY CORP (64546) P/N 1880035

"SUBJECT ITEM IS REQUIRED TO BE MANUFACTURED IN
ACCORDANCE WITH THE FOLLOWING DRAWING(S) AND ALL
OTHER DRAWING(S), SPECIFICATION(S) AND
STANDARD(S) REFERENCED THEREIN.

ALL REQUIRED DATA SHALL BE IN THE CONTRACTORS
POSSESSION AND WILL NOT BE SUPPLIED BY THE
GOVERNMENT. GOVERNMENT INSPECTION AND ACCEPTANCE
WILL BE BASED UPON CONFORMANCE TO THE FOLLOWING
DRAWING(S) AND ALL OTHER DRAWING(S),
SPECIFICATION(S) AND STANDARD(S) REFERENCED
THEREIN."

SUNDSTRAND (99167) 718066 REV E

CRITICAL APPLICATION ITEM

DISCOVERY CORPORATION	(64546)	P/N 1880035
HAMILTON SUNDSTRAND CORP	(99167)	P/N 718066

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SECTION B

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	YPC04057000926	0001	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

196 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AB	YPC04057000926	0001	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

224 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AC	YPC04057000926	0001	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

255 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AD	YPC04057000926	0001	187	EA	\$552.49000	\$103315.63
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

285 DAYS ADO

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
 WRAP MAT = GH: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = XX: 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

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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. 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.

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS:

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

NON-MILSTRIP
PROJ

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<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AA	YPC04057000926	0002	250	EA	\$552.49000	\$138122.50

QTY VARIANCE: PLUS 10% MINUS 10%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

196 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AB	YPC04057000926	0002	250	EA	\$552.49000	\$138122.50

QTY VARIANCE: PLUS 10% MINUS 10%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

224 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AC	YPC04057000926	0002	250	EA	\$552.49000	\$138122.50

QTY VARIANCE: PLUS 10% MINUS 10%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

255 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AD	YPC04057000926	0002	45	EA	\$552.49000	\$24862.05

QTY VARIANCE: PLUS 10% MINUS 10%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

285 DAYS ADO

PREP FOR DELIVERY

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

PARCEL POST ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CEN REC 3301 F AVE BLDG 506 DR 22
TINKER AFB OK 73145-8000

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PR CONT'D
FREIGHT SHIPPING ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CENTRAL REC 3301 F AVE BLDG 506
TINKER AFB OK 73145-8000

NON-MILSTRIP
PROJ

REMIT PAYMENT TO:
EFT
WINDSOR LOCKS CT 06096-1010

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FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2003)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(X) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

() (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(X) (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

() (4) (i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

() (4) (ii) Alternate I (MAR 1991) of 52.219-5.

() (4) (iii) Alternate II (JUN 2003) of 52.219-5.

() (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

() (5) (ii) Alternate I (OCT 1995) of 52.219-6.

() (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

() (ii) Alternate I (OCT 1995) of 52.219-7.

() (7) 52.219-8, Utilization of Small Business Concerns (JAN 2002) (15 U.S.C. 637(d)(2) and (3)).

() (8) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

() (i) Alternate I (OCT 2001) of 52.219-9.

() (ii) Alternate II (OCT 2001) of 52.219-9.

() (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

() (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

() (ii) Alternate I (JUN 2003) of 52.219-23.

() (11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

() (12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

() (13) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

() (14) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

() (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)

(X) (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(X) (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)

(X) (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(X) (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

() (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA - Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

() (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

() (21) Omitted

() (22) Omitted

() (23) Omitted

(X) (24) 52.225-13, Restriction on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

() (25) Omitted

() (26) Omitted

() (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), (10 U.S.C. 2307(f))).

() (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(X) (29) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

() (30) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

() (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

() (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

() (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

() (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

() (1) 52.222-41, Service Contract Act of 1965, As amended (MAY 1989) (41 U.S.C. 3351, et seq.).

() (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

() (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

() (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

() (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

d. Comptroller General Examination of Record. The Contractor shall comply with the provision of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless indicated below, the extent of the flow down shall be as required by the clause -

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793); and

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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(vi) 52.247-64, Preference for Privately-Owned U.S. - Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

() Alternate I (FEB 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to 'paragraphs (a), (b), (c), or (d) of this clause' in the redesignated paragraph (d) to read 'paragraph (a), (b), and (c) of this clause'.

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

(X) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(X) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637)

(X) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

() 252.225-7001, Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

(X) 252.225-7012, Preference for Certain Domestic Commodities. (FEB 2003) (10 U.S.C. 2533a).

(X) 252.225-7014, Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

() 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

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

() Alternate I (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

(X) 252.225-7021, Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

() 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

() 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

() 252.225-7036, Buy American Act-Free Trade Agreements -Balance of Payments Program (JAN 2004)

() Alternate I (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

() 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3))

() 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).

() 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)

() 252.225-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)

(X) 252.232-7003, Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

(X) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(X) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)

() Alternate I (MAR 2000)

() Alternate II (MAR 2000)

() Alternate III (MAY 2002) (10 U.S.C. 2631)

(X) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes of Executive Orders--Commercial Items clause of this

contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

DFARS 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

DFARS 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DLAD 52.212-9000 - CHANGES - MILITARY READINESS (MAR 2001)

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.dia.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.

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.dia.mil/j-3/j-336/icp.htm>

B05 - BEO COMPLIANCE NOTICE (DSCC 52.222-9C01) (AUG 2003)

If the contractor certifies in Provision FAR 52.222-22 and/or FAR 52.222-25 (or FAR 52.212-3 for commercial items) that it has NOT previously participated in a contract or subcontract subject to the Equal Opportunity Act or Affirmative Action Programs (requiring filing at the time of that award), and/or it has NOT filed the programs or plans required by these provisions, and/or if the contractor certifies he/she has 50 or more employees, then this award is subject to the contractor filing the required documents with the applicable Regional Office of the Department of Labor (see FAR 22.609) within 120 days after date of award.

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

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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.dsccl.dla.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

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

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

CAGE: 99167 Hamilton Sunstrand Corp.

4747 Harrison Avenue

Rockford, IL 61125-7002

Applicable to CLIN(s): ALL

Applicable to CLIN(s):

PACKAGING

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

(X) Same as above

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

Applicable to CLIN(s):

Applicable to CLIN(s):

E03A - SECONDARY ADMINISTRATION INSPECTION/ACCEPTANCE AT ORIGIN WILL BE PERFORMED BY:

SUPPLIES

() Office Administering Order/Contract
Applicable to CLIN(s):

(X) Other

S1403A DCMA Chicago
1523 West Central Road
Bldg. 203
Arlington Heights, IL 60005-2451
Applicable to CLIN(s): ALL

Applicable to CLIN(s):

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Applicable to CLIN(s) -

Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

PACKAGING

() Office Administering Order/Contract
Applicable to CLIN(s):

(X) Same as for Supplies
Applicable to CLIN(s) ALL

() Other

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

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

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

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.

(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

Applicable to CLIN(s) -

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)**E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)****E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)****E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)****SECTION F****F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)**

- (b) 10 Percent increase
10 Percent decrease

This increase or decrease shall apply to:
ALL CLINS

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

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

(b) DSCC Administered orders:

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

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master

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.

F32 - F.O.B. - ORIGIN (FAR 52.247-29) (JUN 1988)

() (Same as Offeror)
(X) Other (City and State):
Arlington Heights, IL

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

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

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I107 - JAVITS-WAGNER-O'DAY ENTITY SUPPORT - CONTRACTOR
REPORTING (DLAD 52.215-9006) (DEC 1997)

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

SECTION J

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

Contractor's quote	dtd	06/09/04	Encl #1
Contract clauses	dtd	07/01/04	Encl #2
Sub Plan	dtd	06/09/04	Encl #3
Final Offer	dtd	06/29/04	Encl #4
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #

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

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SECTION B

PR: YPC04057000926
NSN: 4320-01-027-4225

ITEM DESCRIPTION:

CYLINDER BLOCK UNIT, HYDRAULIC MOTOR-PUMP. E/I
CONSTANT SPEED DRIVE, IN A-10 AND S-3A AIRCRAFT.
(CONSISTS OF A CYLINDER BLOCK AND 9 PISTON AND
SLIPPER ASSEMBLYS).

"ASO/NAVSEA/AVSCOM CRITICAL ITEM"

NOTE: THIS IS A RESTRICTED SOURCE ITEM
MANUFACTURED TO THE OEM DRAWING(S) CITED
HEREIN AND AS OF THE DATE OF THIS SOLICITATION
ONLY THE SOURCE(S) CITED BELOW HAS/HAVE BEEN
PREQUALIFIED TO MANUFACTURE THE ITEM.
OFFERS BASED ON SUPPLYING OTHER MANUFACTURER'S
PARTS SHALL BE ACCOMPANIED BY TECHNICAL AND
OTHER DATA SUFFICIENT TO EVALUATE THE ITEM FOR
THE INTENDED APPLICATION AS PER DLAI 3200.1,
ENCL 6. SAID EVALUATION MAY TAKE AN EXTENDED
PERIOD OF TIME AND MAY THEREFORE BE APPLICABLE
TO FUTURE PROCUREMENTS. FINAL APPROVAL AUTHORITY
REST WITH THE GOVERNMENT DESIGN CONTROL
ACTIVITY.

SUNDSTRAND (99167) P/N 718066
DISCOVERY CORP (64546) P/N 1880035

"SUBJECT ITEM IS REQUIRED TO BE MANUFACTURED IN
ACCORDANCE WITH THE FOLLOWING DRAWING(S) AND ALL
OTHER DRAWING(S), SPECIFICATION(S) AND
STANDARD(S) REFERENCED THEREIN.

ALL REQUIRED DATA SHALL BE IN THE CONTRACTORS
POSSESSION AND WILL NOT BE SUPPLIED BY THE
GOVERNMENT. GOVERNMENT INSPECTION AND ACCEPTANCE
WILL BE BASED UPON CONFORMANCE TO THE FOLLOWING
DRAWING(S) AND ALL OTHER DRAWING(S),
SPECIFICATION(S) AND STANDARD(S) REFERENCED
THEREIN."

SUNDSTRAND (99167) 718066 REV E

CRITICAL APPLICATION ITEM

DISCOVERY CORPORATION	(64546)	P/N	1880035
HAMILTON SUNDSTRAND CORP	(99167)	P/N	718066

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SECTION B

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	YPC04057000926	0001	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

196 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AB	YPC04057000926	0001	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

224 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AC	YPC04057000926	0001	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

255 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AD	YPC04057000926	0001	187	EA	\$552.49000	\$103315.63
QTY VARIANCE: PLUS 10% MINUS 10% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

285 DAYS ADO

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
 WRAP MAT = GH: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = XX: 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

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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. 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.

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS:

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

NON-MILSTRIP
PROJ

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SECTION B

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AA	YPC04057000926	0002	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

196 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AB	YPC04057000926	0002	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

224 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AC	YPC04057000926	0002	250	EA	\$552.49000	\$138122.50
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

255 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AD	YPC04057000926	0002	45	EA	\$552.49000	\$24862.05
QTY VARIANCE: PLUS 10% MINUS 10%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

285 DAYS ADO

PREP FOR DELIVERY

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

PARCEL POST ADDRESS:

SW3211
DEF DISTRIBUITON DEPOT OKLAHOMA
CEN REC 3301 F AVE BLDG 506 DR 22
TINKER AFB OK 73145-8000

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SECTION B

PR CONT'D
FREIGHT SHIPPING ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CENTRAL REC 3301 F AVE BLDG 506
TINKER AFB OK 73145-8000

NON-MILSTRIP
PROJ

REMIT PAYMENT TO:
EFT
WINDSOR LOCKS CT 06096-1010

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FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2003)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(X) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

() (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(X) (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

() (4) (i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

() (4) (ii) Alternate I (MAR 1991) of 52.219-5.

() (4) (iii) Alternate II (JUN 2003) of 52.219-5.

() (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

() (5) (ii) Alternate I (OCT 1995) of 52.219-6.

() (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

() (ii) Alternate I (OCT 1995) of 52.219-7.

() (7) 52.219-8, Utilization of Small Business Concerns (JAN 2002) (15 U.S.C. 637(d)(2) and (3)).

() (8) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

() (i) Alternate I (OCT 2001) of 52.219-9.

() (ii) Alternate II (OCT 2001) of 52.219-9.

() (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

() (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

() (ii) Alternate I (JUN 2003) of 52.219-23.

() (11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

() (12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

() (13) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

() (14) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

() (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)

(X) (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(X) (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)

(X) (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(X) (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

() (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA - Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

() (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

() (21) Omitted

() (22) Omitted

() (23) Omitted

(X) (24) 52.225-13, Restriction on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

() (25) Omitted

() (26) Omitted

() (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

() (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(X) (29) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

() (30) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

() (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

() (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

() (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

() (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

() (1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 3351, et seq.).

() (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

() (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

() (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

() (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

d. Comptroller General Examination of Record. The Contractor shall comply with the provision of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless indicated below, the extent of the flow down shall be as required by the clause -

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793); and

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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(vi) 52.247-64, Preference for Privately-Owned U.S. - Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

() Alternate I (FEB 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to 'paragraphs (a), (b), (c), or (d) of this clause' in the redesignated paragraph (d) to read 'paragraph (a), (b), and (c) of this clause'.

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

(X) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(X) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637)

(X) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

() 252.225-7001, Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

(X) 252.225-7012, Preference for Certain Domestic Commodities. (FEB 2003) (10 U.S.C. 2533a).

(X) 252.225-7014, Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

() 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

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

() Alternate I (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

(X) 252.225-7021, Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

() 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

() 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

() 252.225-7036, Buy American Act-Free Trade Agreements -Balance of Payments Program (JAN 2004)

() Alternate I (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

() 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3))

() 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).

() 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)

() 252.225-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)

(X) 252.232-7003, Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

(X) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(X) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)

() Alternate I (MAR 2000)

() Alternate II (MAR 2000)

() Alternate III (MAY 2002) (10 U.S.C. 2631)

(X) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes of Executive Orders--Commercial Items clause of this

contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

DFARS 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

DFARS 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DLAD 52.212-9000 - CHANGES - MILITARY READINESS (MAR 2001)

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.dia.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.

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.dia.mil/j-3/j-336/icp.htm>

B05 - EEO COMPLIANCE NOTICE (DSCC 52.222-9C01) (AUG 2003)

If the contractor certifies in Provision FAR 52.222-22 and/or FAR 52.222-25 (or FAR 52.212-3 for commercial items) that it has NOT previously participated in a contract or subcontract subject to the Equal Opportunity Act or Affirmative Action Programs (requiring filing at the time of that award), and/or it has NOT filed the programs or plans required by these provisions, and/or if the contractor certifies he/she has 50 or more employees, then this award is subject to the contractor filing the required documents with the applicable Regional Office of the Department of Labor (see FAR 22.609) within 120 days after date of award.

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

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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/dcl1636p001.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

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

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

CAGE: 99167 Hamilton Sunstrand Corp.

4747 Harrison Avenue

Rockford, IL 61125-7002

Applicable to CLIN(s): ALL

Applicable to CLIN(s):

PACKAGING

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

(X) Same as above

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

Applicable to CLIN(s):

Applicable to CLIN(s):

E03A - SECONDARY ADMINISTRATION INSPECTION/ACCEPTANCE AT ORIGIN WILL BE PERFORMED BY:

SUPPLIES

() Office Administering Order/Contract
Applicable to CLIN(s):

(X) Other

S1403A DCMA Chicago
1523 West Central Road
Bldg. 203
Arlington Heights, IL 60005-2451
Applicable to CLIN(s): ALL

Applicable to CLIN(s):

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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/>.

Applicable to CLIN(s) -

PACKAGING

() Office Administering Order/Contract
Applicable to CLIN(s):

(X) Same as for Supplies
Applicable to CLIN(s) ALL

() Other

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

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

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

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.

(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

Applicable to CLIN(s) -

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)**E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)****E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)****E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)****SECTION F****F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)**

- (b) 10 Percent increase
10 Percent decrease

This increase or decrease shall apply to:
ALL CLINS

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

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

(b) DSCC Administered orders:

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

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master

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.

F32 - F.O.B. - ORIGIN (FAR 52.247-29) (JUN 1988)

() (Same as Offeror)
(X) Other (City and State):
Arlington Heights, IL

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

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

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I107 - JAVITS-WAGNER-O'DAY ENTITY SUPPORT - CONTRACTOR
REPORTING (DLAD 52.215-9006) (DEC 1997)

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

SECTION J

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

Contractor's quote	dtd	06/09/04	Encl #1
Contract clauses	dtd	07/01/04	Encl #2
Sub Plan	dtd	06/09/04	Encl #3
Final Offer	dtd	06/29/04	Encl #4
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #

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

Hamilton Sundstrand
One Hamilton Road
Windsor Locks, CT 06096-1010
(860) 654-6000



Hamilton Sundstrand
A United Technologies Company

June 9, 2004

Proposal Number: 50000-6353-A

Defense Supply Center Columbus
3990 E. Broad Street
Columbus, OH 43216-5010

Attention: Cindy Mills

- Reference:
- 1) A-19 Terms and Conditions
 - 2) YPC03071000850
 - 3) SP0740-04-R-6146
 - 4) Subcontracting Plan
 - 5) SP0480-02-M0J734 (A-19 Example Order)

Gentlemen:

With regard to the referenced request, Hamilton Sundstrand is proposing the following:

Price and Delivery

Please refer to Exhibit I.

Validity

The validity of prices and delivery schedules as quoted herein shall remain valid for ninety (90) days unless revoked sooner by Hamilton Sundstrand and is not acceptable in part without revision.

Proposal Terms and Conditions

Any resultant purchase order/contract issued against this proposal should be directed to Hamilton Sundstrand Corporation, 1 Hamilton Road, Mail Stop: 1A-3-Y66, Windsor Locks, CT 06096, CAGE code 73030. The fax number is 860/654-3852. Inspection, acceptance, and F.O.B. points for the subject order will be Hamilton Sundstrand Corporation, Rockford, IL, facilities code 99167. The order will be administered by Defense Logistics Agency, DCMA, 1 Hamilton Road, Windsor Locks, CT 06096.

This proposal contains commercial items as defined by Clause 2.101 of the Federal Acquisition Regulations. Any resultant order for these items shall be issued on Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with the following Terms and Conditions.

*Please refer to Reference 4, Page 6, Section A2. 52.212-4 of the attached A-19 Example Order.

Encl. 1 (3 pages)

EXHIBIT I
HAMILTON SUNDSTRAND PROPOSAL NUMBER: 50000-6353-A
PRICE & DELIVERY SUMMARY
RFQ#: YPC03071000850

**ALL CONTRACTS/PURCHASE ORDERS SHOULD BE ISSUED IN
THE NAME OF HAMILTON SUNDSTRAND CORPORATION**

I. Price

<u>Item</u>	<u>Part Number</u>	<u>Name</u>	<u>Qty</u>	<u>Unit Selling Price</u>	<u>Total Selling Price</u>
0001	718066	Cylinder Block	1,732	\$581.90	\$1,007,850.00

F.O.B., inspection and acceptance points must read 'origin' in lieu of 'destination'.

Hamilton Sundstrand Aerospace has implemented a single quality management system that is compliant with the elements of ANSI/ISO/ASQC Q9001-1994 and aerospace industry document SAE AS9000. This Quality Management System has been deployed throughout our aerospace facilities. Due to existing contracts which specify quality requirements such as MIL-Q-9858A, MIL-STD-1520, and other standards which have been obsoleted for new design, the current quality management system includes requirements which support compliance to the obsoleted documents, in effect bridging both quality system requirements.

Sampling inspection of Hamilton Sundstrand manufactured parts is based upon N. L. Squeglia sampling table which provides sample sizes to establish 'accept on zero (0)' and 'reject on one (1)' inspection criteria.

Procured parts are subject to the identical sampling requirements imposed at the Hamilton Sundstrand Aerospace production facilities. Deviation from these sampling requirements for spare purchase orders is unacceptable due to the fact that spares provisioning is typically from production inventory and, therefore, subject to production contract inspection requirements.

II. Delivery & Packaging

<u>Part Number</u>	<u>Initial Delivery and Rate Per Month*</u>	<u>Delivery Capacity per Month</u>	<u>VIQ% (Plus/Minus)</u>	<u>Preservation Packaging & Packaging Code</u>
718066	6 MOS. ARO	500	10	Acceptable As Furnished

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL OR QUOTATION.

***BEGINNING ON THE FIRST DAY OF THE MONTH FOLLOWING THE NOTED COMPLETE CALANDAR MONTH AFTER RECEIPT OF ORDER.**

**Hamilton Sundstrand**

A United Technologies Company

Fax

To: Cindy Mills **From:** Harvey Jacobson**Fax:** (614) 693-1634 **Pages:** 23**Phone:** **Date:** 7/1/2004**Re:** SP0740-04-R-6146 **CC:****For Review**

Hi Cindy,

Attached, please find the subject RFP which I have reviewed and completed, per your request. Should you have any questions, please contact me. Thanks.

Harvey Jacobson
Contracts Specialist
(860) 654-6847 Phone
(860) 654-6905 Fax

Encl. 2 (17 pages)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA1	PAGE OF PAGES 1 22
2. CONTRACT NO.	3. SOLICITATION NO. SP0740-04-R-6146	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2003 DEC 05	6. REQUISITION/PURCHASE NO. See Schedule
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-PBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".
For courier service and facsimile numbers—See Block 9

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 JAN 05
FAX Number(s): (614) 692-4275 (Time) (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 Cindy Mills, FAAADB1
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-3899 / FAX: (614)693-1634
	C. E-MAIL ADDRESS Cindy.Mills@dla.mil

11. 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	12
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	16
X	D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	17
X	F	DELIVERIES OR PERFORMANCE	11	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	19
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	22
X	H	SPECIAL CONTRACT REQUIREMENTS	12				

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: \rightarrow)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
15D. FAX NO.	15E. E-MAIL ADDRESS			

AWARD (To be completed by Government)

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

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

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SECTION B

PR: YPC03071000850
NSN: 4320-01-027-4225

ITEM DESCRIPTION:

CYLINDER BLOCK UNIT, HYDRAULIC MOTOR-PUMP. E/I
CONSTANT SPEED DRIVE, IN A-10 AND S-3A AIRCRAFT.
(CONSISTS OF A CYLINDER BLOCK AND 9 PISTON AND
SLIPPER ASSEMBLYS).

IF AQLS ARE LISTED IN THE SPECIFICATION(S)
OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE
AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE
NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS
CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS
ON ZERO DEFECTS AND REJECTS ON ONE OR MORE
DEFECT(S).

'ASO/NAVSEA/AVSCOM CRITICAL ITEM'

NOTE: THIS IS A RESTRICTED SOURCE ITEM
MANUFACTURED TO THE OEM DRAWING(S) CITED
HEREIN AND AS OF THE DATE OF THIS SOLICITATION
ONLY THE SOURCE(S) CITED BELOW HAS/HAVE BEEN
PREQUALIFIED TO MANUFACTURE THE ITEM.
OFFERS BASED ON SUPPLYING OTHER MANUFACTURER'S
PARTS SHALL BE ACCOMPANIED BY TECHNICAL AND
OTHER DATA SUFFICIENT TO EVALUATE THE ITEM FOR
THE INTENDED APPLICATION AS PER DLAI 3200.1,
ENCL 6. SAID EVALUATION MAY TAKE AN EXTENDED
PERIOD OF TIME AND MAY THEREFORE BE APPLICABLE
TO FUTURE PROCUREMENTS. FINAL APPROVAL AUTHORITY
REST WITH THE GOVERNMENT DESIGN CONTROL
ACTIVITY. CURRENT APPROVED SOURCES ARE:
SUNDSTRAND (99167) P/N 718066
DISCOVERY CORP (64546) P/N 1880035

'SUBJECT ITEM IS REQUIRED TO BE MANUFACTURED IN
ACCORDANCE WITH THE FOLLOWING DRAWING(S) AND ALL
OTHER DRAWING(S), SPECIFICATION(S) AND
STANDARD(S) REFERENCED THEREIN.
ALL REQUIRED DATA SHALL BE IN THE CONTRACTORS
POSSESSION AND WILL NOT BE SUPPLIED BY THE
GOVERNMENT. GOVERNMENT INSPECTION AND ACCEPTANCE
WILL BE BASED UPON CONFORMANCE TO THE FOLLOWING
DRAWING(S) AND ALL OTHER DRAWING(S),
SPECIFICATION(S) AND STANDARD(S) REFERENCED
THEREIN.'
SUNDSTRAND (99167) 718066 REV E

CRITICAL APPLICATION ITEM

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DISCOVERY CORPORATION	(64546)	P/N	1880035
HAMILTON SUNDSTRAND CORP	(99167)	P/N	718066

(DLAD 52.217-9002 is applicable)
 TO BE COMPLETED BY ALL OFFERORS:

Offer based on:

Manufacturer's Name _____

Part Number _____

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPC03071000850	0001	127	EA	\$ _____	\$ _____

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

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
 WRAP MAT = GH: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = XX: 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

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

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SECTION B

PARCEL POST ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CEN REC 3301 F AVE BLDG 506 DR 22
TINKER AFB OK 73145-8000

FREIGHT SHIPPING ADDRESS

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CENTRAL REC 3301 F AVE BLDG 506
TINKER AFB OK 73145-8000

NON-MILSTRIP
PROJ CLF

Table with columns: ITEM, PR, PRLI, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Row 1: 0002, YPC03071000850, 0002, 118, EA, \$, \$

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

PREP FOR DELIVERY:

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

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS

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

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SECTION B

NON-MILSTRIP
PROJ CLF

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	YPC03071000850	0003	245	EA	\$ _____	\$ _____

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

PREP FOR DELIVERY:

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

PARCEL POST ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CEN REC 3301 F AVE BLDG 506 DR 22
TINKER AFB OK 73145-8000

FREIGHT SHIPPING ADDRESS

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CENTRAL REC 3301 F AVE BLDG 506
TINKER AFB OK 73145-8000

NON-MILSTRIP
PROJ CLF

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	YPC03164000597	0001	168	EA	\$ _____	\$ _____

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

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PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
WRAP MAT = GH: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
UNIT CONT = XX: OPT = 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 WITE 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:

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

FREIGHT SHIPPING ADDRESS

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

NON-MILSTRIP
PROJ

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	YPC03164000597	0002	250	EA	\$ _____	\$ _____

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

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PREP FOR DELIVERY:

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

PARCEL POST ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CEN REC 3301 F AVE BLDG 506 DR 22
TINKER AFB OK 73145-8000

FREIGHT SHIPPING ADDRESS

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CENTRAL REC 3301 F AVE BLDG 506
TINKER AFB OK 73145-8000

NON-MILSTRIP
PROJ

ITEM	EA	PELL	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	YPC03209000899	0001	373	EA	\$ _____	\$ _____

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

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
WRAP MAT = GH: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
UNIT CONT = XX: 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

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

PARCEL POST ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CEN REC 3301 F AVE BLDG 506 DR 22
TINKER AFB OK 73145-8000

FREIGHT SHIPPING ADDRESS

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CENTRAL REC 3301 F AVE BLDG 506
TINKER AFB OK 73145-8000

NON-MILSTRIP
PROJ

ITEM	PR	PLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	YPC03209000899	0002	451	EA	\$ _____	\$ _____

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

PREP FOR DELIVERY:

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

PARCEL POST ADDRESS:

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

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FREIGHT SHIPPING ADDRESS

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

NON-MILSTRIP
PROJ

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DISBS.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, OR 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://DISBS.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/icps.htm>.

B21 - SUPPLEMENTAL ALTERNATE OFFER GUIDELINES FOR ASO/NAVSEA/AVSCOM CRITICAL ITEMS (FEB 1994)

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 P4030.19X, 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/dcl636p001.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 52.211-9C00, 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

Same as Offeror

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Applicable to CLIN(s):	E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)	
<input type="checkbox"/> Other (CAGE, Name, Street Address, City, State and Zip Code)	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.	
Applicable to CLIN(s):		
Applicable to CLIN(s):		
PACKAGING <input checked="" type="checkbox"/> Same as Offeror Applicable to CLIN(s):	E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985) E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999) E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)	
<input type="checkbox"/> Same as above <input type="checkbox"/> Other (CAGE, Name, Street Address, City, State and Zip Code)	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)	
Applicable to CLIN(s):		
Applicable to CLIN(s):	F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002) Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'. MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses): Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses. (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER. (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode. (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode. (4) The cost of parcel post insurance will NOT be paid by the Government.	
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 52.246-7000) (DEC 1991)	CONTINUED ON NEXT PAGE	

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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 52.247-9C041).
 (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.

F22 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C17) (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
ALL	1,732 EA	250

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
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F23 - P.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:

(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.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)
 FAR 52.203-2 - 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 information is required.)
 FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
 FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
 FAR 52.211-5 - Material Requirements (AUG 2000)
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
 FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
 FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (MAY 2001)
 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) (DEC 1998)
 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 (APR 1999)
 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 (JAN 1999) (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 (OCT 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 (JUN 2003)
 FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1991)
 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 (DEC 1998), Alternate I (DEC 1991)

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FAR 52.233-3 - Protect After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.242-13 - Bankruptcy (JUL 1995)
 FAR 52.244-2 - Subcontracts (AUG 1998)
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)
 FAR 52.246-23 - Limitation of Liability (FEB 1997)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1994)
 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 (MAR 2000)
 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 1998)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (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)

I03 - INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (DFARS 252.208-7000) (DEC 1991)

DELIVERABLE ITEM QUANTITY (NSN and NOMENCLATURE)
 PRECIOUS METAL*

*If platinum or palladium, specify whether sponge or granules are required.

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

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

I11 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)

(d) Offerors and contractor's may obtain information on registration and annual configuration requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

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 party 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

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(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:

Hamilton Sandstrand
(Name)
4747 Harrison Ave, Rockford, Ill. 61125
(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 Supplier At Land Time
If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.
Yes No
If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

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

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

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

(6) The offered material is in its original package. Yes No (If yes, the Offeror has stated below all original markings and data cited on the package, or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

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

DSCC
Agency
F34601-98-G-0008 Air Force
60A
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 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.

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

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

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

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

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

118 - PRIORITY RATING (DIAD 52.211-9002) (MAR 2000)

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

- () ALTERNATE I (OCT 1997)
- () ALTERNATE II (OCT 1997)
- () ALTERNATE III (OCT 1997)

- () ALTERNATE IV (OCT 1997)
- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

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

156 - NOTICE OF SUBCONTRACTING PLAN (DSCC 52.219-9C03) (FEB 2003)

(Applicable only to offers in excess of \$500,000 inclusive of option value.)

When requested by the Contracting Officer, the apparent successful offeror must submit within fifteen (15) calendar days its subcontracting plan in accordance with FAR 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate I (for

sealed bid acquisitions), which are incorporated by reference, or furnish evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award. Failure to respond to the Contracting Officer's request by furnishing a subcontracting plan or evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award shall be cause for rejection of offer. Where a commercial product is offered and a company/division wide plan has been previously submitted and approved, the offeror shall submit a copy of the approved plan along with evidence of prior approval.

A sample subcontracting plan format is available for use at http://www.dccc.dla.mil/downloads/bcc/subcontracting_plan_form.at.doc

NOTE 1: In order to facilitate and expedite the processing of a subcontracting plan when requested by the Contracting Officer, the offeror shall furnish the data elements in the same sequence as set forth in paragraphs (d) of the applicable clause.

NOTE 2: If the contract contains a requirement to send a copy of the SF294 Subcontracting Report for Individual Contracts to the ACO at DCMAO, a copy of the SF294 report is also to be submitted to DSCC-DU, P.O. Box 3990, Columbus, OH 43216-5000, fax number 614-692-4920.

NOTE 3: SBA has developed a web-site at <http://web.sba.gov/subnet> to assist prime contractors in meeting or exceeding their subcontracting goals. Primes are encouraged to post subcontracting opportunities in the form of solicitations or notices that can be viewed by other business concerns who may be able to provide needed supplies/services.

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

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

NONE

161 - 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, Harvey Jacobson
(Name of Certifier),
an ac 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.

Harvey Jacobson
Signature of the Officer or Employee

Harvey Jacobson
Typed Name of the Officer or Employee

Contracts Specialist
Title

Hamilton Sundstrand
Name of Company, Firm, or Organization

6/29/04
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.

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

WARNING

Contains (or manufactured with, if applicable)

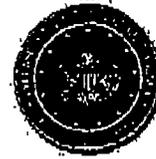
a substance(s) which harm(s) public health and environment by

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CONTINUATION SHEET	Solicitation Number: SP0740-04-R-6146	PAGE OF	PAGES																																																																																												
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<p>destroying ozone in the upper atmosphere.</p> <p>* The Contractor shall insert the name of the substance(s).</p> <p>163 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1993)</p> <p>MATERIAL ACT (If none, insert 'None')</p> <p style="font-size: 2em; margin-left: 20px;">None</p> <p>164 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLM 52.223-9000) (MAR 1992)</p> <p>(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).</p> <p>167 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)</p> <p>172 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)</p> <p>174 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)</p> <p>176 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)</p> <p>(e) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">Item:</th> <th style="width:50%;"></th> </tr> </thead> <tbody> <tr> <td>Contract Description:</td> <td></td> </tr> <tr> <td>Line Items:</td> <td></td> </tr> <tr> <td>Quantity:</td> <td></td> </tr> <tr> <td>Total:</td> <td></td> </tr> </tbody> </table> <p>178 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)</p> <p>NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4); but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: http://assist2.daps.dla.mil/quicksearch/</p> <p>179 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLM 52.249-9000) (MAY 1988)</p> <p>If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of 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.</p> <p>180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)</p> <p>1106 - REQUESTS FOR EQUITABLE ADJUSTMENT (DFARS 252.243-7002) (MAR 1998)</p>	Item:		Contract Description:		Line Items:		Quantity:		Total:		<p>1111 - DANG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)</p> <p>1112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)</p> <p>SECTION J</p> <p>J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:</p> <p>This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">ATCH, FM NO.</th> <th style="width:70%;">NAME</th> <th style="width:20%;">DATE</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td> <td>DD FM 1707 Information to (Cover Sheet) Offerors or Quoters</td> <td>MAR 90</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>SF 33 Solicitation, Offer and Award</td> <td>Rev 4-85</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>---</td> <td>---</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Section B</td> <td>---</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Sections C through M</td> <td>---</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Interim Amend. 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Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.</p> <p>CONTINUED ON NEXT PAGE</p>	ATCH, FM NO.	NAME	DATE	<input checked="" type="checkbox"/>	DD FM 1707 Information to (Cover Sheet) Offerors or Quoters	MAR 90	<input checked="" type="checkbox"/>	SF 33 Solicitation, Offer and Award	Rev 4-85	<input checked="" type="checkbox"/>	---	---	<input checked="" type="checkbox"/>	Section B	---	<input checked="" type="checkbox"/>	Sections C through M	---	<input type="checkbox"/>	Interim Amend. No.		<input type="checkbox"/>	---	---	<input type="checkbox"/>	Quality Assurance Provision (QAP) No.		<input type="checkbox"/>	SF 1448 Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95	<input type="checkbox"/>	DSCC		<input type="checkbox"/>	FM 1650 Freight Shipping Information - Mode of Shipment	AVG 73	<input type="checkbox"/>	Form CASB-CMP	Facilities Capital Cost of Money Factors	<input type="checkbox"/>	DD	---	<input type="checkbox"/>	Form 1861	Contract Facilities Capital Cost of Money	<input type="checkbox"/>		APR 95	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>	DD FM 1423 Contract Data Requirement List	JUN 90	<input type="checkbox"/>	EXHIBIT No.	---	<input type="checkbox"/>	w/ATCH No.	---	<input type="checkbox"/>	EXHIBIT No.	---	<input type="checkbox"/>	w/ATCH No.	---	<input type="checkbox"/>	EXHIBIT No.	---	<input type="checkbox"/>	w/ATCH No.	---	<input type="checkbox"/>	EXHIBIT No.	---	<input type="checkbox"/>	w/ATCH No.	---	<input type="checkbox"/>	DD FM 254 Contract Security Classification Specification	DEC 99
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DEFENSE CONTRACT MANAGEMENT AGENCY
DCMA HAMILTON SUNDSTRAND
ONE HAMILTON ROAD MS 1-1 AB24
WINDSOR LOCKS, CT 06096-0463



IN REPLY

REFER TO: DCMAE-GUHD

December 17, 2003

Mr. James J. Lapointe
Vice President, Procurement
Hamilton Sundstrand Corporation
One Hamilton Road, M/S 1-2-A3
Windsor Locks, CT 06096-1010

Dear Mr. Lapointe:

I am pleased to inform you that the enclosed Hamilton Sundstrand Corporation (HSC) Comprehensive Small Business Subcontracting Plan, effective for Government Fiscal Year 2004 has been approved. In approving this plan however, I must express concern regarding HSC's recent performance trends in both the Woman Owned Small Business and Small Disadvantaged Business (SDB) categories. Your plan recognizes these weaknesses and includes explanations for them, along with detailed action plans for attempting to address these adverse trends. Unfortunately your performance in SDB spending, which is a significant element of the Comprehensive Plan process, has reached a critical point. We intend to closely monitor your progress in this area and are providing this formal notice that failure to make significant progress towards improving your SDB spending as indicated in your plan may be considered cause for HSC's removal from this program in FY 2005. In order to accurately measure the success of the plan and in support of semi-annual status reporting requirements, HSC is requested to submit quarterly status reports to me detailing the progress of your performance.

This approval recognizes HSC's continued participation the Test Program established by Section 834 of Public Law 101-189. As you know, the Test Program waives the requirement for negotiation, administration and reporting of subcontracting plans on an individual contract basis as required under section 211 of Public Law 95-507. The approved Comprehensive Subcontracting Plan should be submitted in lieu of individual plans for use in all applicable proposals/contracts with DOD activities. A copy of this letter may be forwarded with the approved plan. Affected existing DOD contracts will be modified, as appropriate, to reflect HSC's continuing participation in the Test Program through September 30, 2004.

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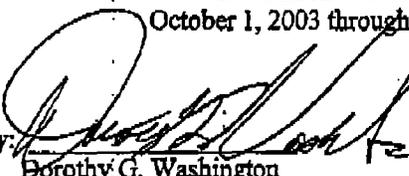
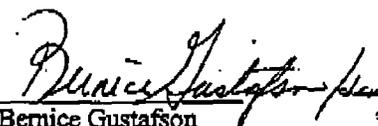
Encl. 3 (2 pages)

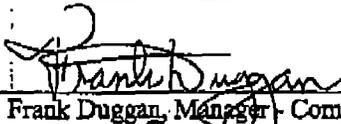


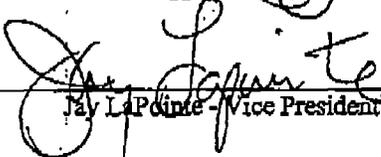
Memorandum of Agreement
Comprehensive Small Business Subcontracting Plan

United Technologies Corporation
Hamilton Sundstrand
One Hamilton Road
Windsor Locks, CT 06096-1010

The Effective date of this plan is:
October 1, 2003 through September 30, 2004

Prepared by:  
Dorothy G. Washington Bernice Gustafson
Small Business Liaison Officer Small Business Liaison Officer

Reviewed by: 
Frank Duggan - Manager - Compliance

Approved by: 
Jay L. Poirier - Vice President - Procurement

This plan has been prepared pursuant to Section 834 of Public Law 101-189 "The National Defense Authorization Act" for Fiscal Years 1990 and 1991 as extended by Section 7103 of the "Federal Acquisition Streamlining Act of 1994", and is pursuant to Federal Acquisition Regulations (FAR) Subpart 19.7 and 52.219-9.

Agency Approval:

This Comprehensive Small Business Subcontracting Plan has been reviewed and approved by the Divisional Administrative Contracting Officer, DCM Hamilton Sundstrand. The plan is to be used on all Department of Defense contracts or subcontracts entered into by Hamilton Sundstrand in accordance with DFAR 252.219-7004.

Approved by:  Date: _____
David Brannick
Divisional Administrative Contracting Officer
Defense Contract Management Agency

Mills, Cindy L (DSCC)

From: Jacobson, Harvey [harvey.jacobson@hs.utc.com]
Sent: Tuesday, June 29, 2004 1:27 PM
To: Mills, Cindy L (DSCC)
Subject: RE: Your proposal number 50000-6353-A, SP0740-04-R-6146

Cindy,
Hamilton Sundstrand accepts the Government's final off of \$552.49 ea. I will review the RFP package and address the issues below. Thanks

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

From: Mills, Cindy L (DSCC) [mailto:Cindy.Mills@dla.mil]
Sent: Tuesday, June 29, 2004 11:20 AM
To: Jacobson, Harvey
Subject: RE: Your proposal number 50000-6353-A, SP0740-04-R-6146

Harvey,

The Government's final offer is \$552.49.

I have reviewed your RFP package and require the following completions and clarifications:

I17-only applies to surplus material; should be blank to avoid confusion

I58, I63, K04, K06, K08

K23 -clarification needed; (X) intends
CAGE code for IL facility
K27, K33, K51, L19

Cindy Mills
DSCC-AADB1
Phone (614)692-3899
FAX (614)693-1634
Cindy.Mills@dla.mil

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

From: Jacobson, Harvey [mailto:harvey.jacobson@hs.utc.com]
Sent: Tuesday, June 29, 2004 10:14 AM
To: Mills, Cindy L (DSCC)
Subject: RE: Your proposal number 50000-6353-A, SP0740-04-R-6146

Hi Cindy,
We counteroffer with a price of \$558.62 ea

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

From: Mills, Cindy L (DSCC) [mailto:Cindy.Mills@dla.mil]
Sent: Tuesday, June 29, 2004 9:55 AM
To: Jacobson, Harvey
Subject: RE: Your proposal number 50000-6353-A, SP0740-04-R-6146

Harvey,

I would like to counter your offer with a price of \$545.95.

Encl. 4 (2 pages)

6/29/2004

Cindy Mills
DSCC-AADB1
Phone (614)692-3899
FAX (614)693-1634
Cindy.Mills@dla.mil

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

From: Jacobson, Harvey [mailto:harvey.jacobson@hs.utc.com]
Sent: Tuesday, June 29, 2004 9:42 AM
To: Mills, Cindy L (DSCC)
Cc: #Hamilton Sunstrand
Subject: RE: Your proposal number 50000-6353-A, SP0740-04-R-6146

Hi Cindy,

Thanks for your counteroffer of \$539.41 ea. We agree that the most recent buy was negotiated to \$550.62 each in early 2003. Our original quoted price of \$581.90 each was reduced to \$577.36 in order to keep the order under a million. Therefore, we would like to counteroffer with \$567.93 ea. Also, I am completed the RFP package and will be faxing it to you today. Thanks!

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

From: Mills, Cindy L (DSCC) [mailto:Cindy.Mills@dla.mil]
Sent: Tuesday, June 29, 2004 8:55 AM
To: harvey.jacobson@hs.utc.com
Subject: Your proposal number 50000-6353-A, SP0740-04-R-6146

Harvey,

I have completed my price analysis process and I would like to initiate negotiations by giving you a counteroffer of \$539.41 EA. I believe that this figure is in line with the previous buy prices, the most recent of which was \$550.62 awarded in 2003 for a much smaller quantity of 712 EA. Completed RFP package is also still required. Please respond as soon as possible. Thank you!

Cindy Mills
DSCC-AADB1
Phone (614)692-3899
FAX (614)693-1634
Cindy.Mills@dla.mil