

| | | | |
|--------------------------------|---|-----------------------|-------------------------------|
| AWARD/CONTRACT J | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING DOA2 | PAGE OF PAGES 1 3 |
|--------------------------------|---|-----------------------|-------------------------------|

| | | |
|---|---|--|
| 2. CONTRACT (Proc. Inst. Ident.) NO. SP0960-04-D-7101 | 3. EFFECTIVE DATE 2003 OCT 20 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. IQC03182009011 |
|---|---|--|

| | | | |
|---|-----------------------|---|-----------------------|
| 5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PCCACHN (614)692-7651 /FAX: (614)692-6929 E-mail: Jamard.Richardson@dla.mil | CODE SP0900 | 6. ADMINISTERED BY (If other than Item 5) S0513A DCMA SANTA ANA ROOM 813A 34 CIVIC CENTER PLAZA SANTA ANA CA 92701-4056 | CODE S0513A |
| | | Criticality: To be cited on each order | PAS: None |

| | |
|---|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) EATON AEROSPACE LLC DIV ACTUATION & CONTROLS DIVISION 1640 MONROVIA AVENUE COSTA MESA CA 92627-0000 | 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 96182 | FACILITY CODE 96182 |
|----------------------|-------------------------------|

| | | | |
|---|------|--|-----------------------|
| 11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5 | CODE | 12. PAYMENT WILL BE MADE BY HQ0339 DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 182381 COLUMBUS OH 43218-2381 EFT: T | CODE HQ0339 |
|---|------|--|-----------------------|

| | |
|--|--|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) (1) <input type="checkbox"/> 41 USC 253(c) () | 14. ACCOUNTING AND APPROPRIATION DATA EG: 97X4930 5CE0 001 26.0 S33150 |
|--|--|

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|-------------------------------|------------------------|---------------|-----------|-----------------|--------------------|
| | See Schedule | | | | Estimated |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$394922.23 |

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|-------------------------------------|------|--------------------------------------|---------|--|------|--|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| <input checked="" type="checkbox"/> | A | SOLICITATION/CONTRACT FORM | 1 | <input type="checkbox"/> | I | CONTRACT CLAUSES | |
| <input checked="" type="checkbox"/> | B | SUPPLIES OR SERVICES AND PRICES/COST | 4 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| | C | DESCRIPTION/SPECS./WORK STATEMENT | | <input type="checkbox"/> | J | LIST OF ATTACHMENTS | |
| | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| | E | INSPECTION AND ACCEPTANCE | | <input type="checkbox"/> | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| | F | DELIVERIES OR PERFORMANCE | | <input type="checkbox"/> | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| | G | CONTRACT ADMINISTRATION DATA | | <input type="checkbox"/> | M | EVALUATION FACTORS FOR AWARD | |
| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

| | |
|--|---|
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP096003RX597 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. (and amendments 0001, 0002) |
|--|---|

| | |
|---|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print) DAVID BLOOMER | 20A. NAME OF CONTRACTING OFFICER DAVID I. BLOOMER CONTRACTING OFFICER |
| 19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA BY David J Bloomer (Signature of Contracting Officer) |
| 19C. DATE SIGNED | 20C. DATE SIGNED 10/10/2003 |

CONTINUATION SHEET

Contract Number:

SP0960-04-D-7101

PAGE OF PAGES

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3

Manufacture Facilities:

96182

EATON AEROSPACE LLC
DIV ACTUATION & CONTROLS DIVISION
1640 MONROVIA AVENUE
COSTA MESA CA 92627-0000

Packaging - Inspection and Acceptance Address:

1K6J2

WEST COAST SPECIALTY PACKAGING INC
13123 S BROADWAY
LOS ANGELES CA 90061

NSN: 5980-01-102-3046

ELECTRON TUBE

Eaton Aerospace (96182) P/N 351-26568-003

This is an Indefinite Quantity Contract. Orders maybe issued on this Contract for a period of one (1) Year from the date of this Contract or until the aggregate total quantity of Delivery Orders reach 1500 each (See I-34).

Actual unit prices, based upon the quantity ranges cited in Section B-1 of this Solicitation, will be specified in individual delivery orders issued under this contract. The estimated amount in Block 15G is for administrative purposes only.

The Government has the option to extend the term of this contract for two (2), twelve (12) month periods (See I-41).

FOB: Inspection and Acceptance at Los Angeles, Ca.

Packaging at West Coast Speciality Packaging INC. (1K6J2)
13123 South Broadway, Los Angeles California.

Delivery 182 days ARO at a rate of 500 each per delivery schedule, balance exceeding 500 pcs. to be shipped at a rate of 500 pcs every 45 days thereafter.

CONTINUED ON NEXT PAGE

| | | | | |
|---|---|---|--|----------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. 0002 | 3. EFFECTIVE DATE 2003 SEP 30 | 4. REQUISITION/PURCHASE REQ. NO. IOC03182009011 | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Initiator: Carol Hall PCCABDL (614)692-7675 / FAX: (614)692-6929 E-mail: Carol.Hall@dla.mil | CODE SP0900 | 7. ADMINISTERED BY (If other than Item 6) | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) EATON AEROSPACE LLC DIV ACTUATION & CONTROLS DIVISION 1640 MONROVIA AVENUE COSTA MESA CA 92627-0000 | | | 9A. AMENDMENT OF SOLICITATION NO. SP0960-03-R-X597 | |
| CODE 96182 FACILITY CODE | | | 9B. DATED (SEE ITEM 11) 2003 JUL 24 | |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | |
| | | | 10B. DATED (SEE ITEM 13) | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Return Amendment To:
 Defense Supply Center Columbus
 ATTN: DSCC-PBAA (Bid Opening Room B130, Bldg.20)
 3990 E. Broad Street, P.O. Box 16653
 Columbus, OH 43216-5009

NSN: 5980-01-102-3046
 Previous Opening/Closing Date: **2003 OCT 01**
 Extended to: **2003 OCT 02** Time: **1:00 p.m. Eastern Standard Time**

ERROR IN CLOSING DATE AND EXTENSION DATE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY _____ | 16C. DATE SIGNED |
| <i>(Signature of person authorized to sign)</i> | | <i>(Signature of Contracting Officer)</i> | |

| | | | | |
|--|---|---|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 |
| 2. AMENDMENT/MODIFICATION NO. 0001 | 3. EFFECTIVE DATE 2003 OCT 23 | 4. REQUISITION/PURCHASE REQ. NO. IQC03182009011 | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY CODE SP0900 Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Initiator: Carol Hall PCCABDL (614)692-7675 / FAX: (614)692-6929 E-mail: Carol.Hall@dla.mil | | 7. ADMINISTERED BY (If other than Item 6) CODE | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) EATON AEROSPACE LLC DIV ACTUATION & CONTROLS DIVISION 1640 MONROVIA AVENUE COSTA MESA CA 92627-0000 | | | (X) | 9A. AMENDMENT OF SOLICITATION NO. SP0960-03-R-X597 |
| | | | X | 9B. DATED (SEE ITEM 11) 2003 JUL 24 |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | | | | 10B. DATED (SEE ITEM 13) |
| CODE 96182 | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Return Amendment To:
Defense Supply Center Columbus
ATTN: DSCC-PBAA (Bid Opening Room B130, Bldg.20)
3990 E. Broad Street, P.O. Box 16653
Columbus, OH 43216-5009

NSN: 5980-01-102-3046
Previous Opening/Closing Date: **2003 OCT 23**
Extended to: **2003 OCT 29** Time: **1:00 p.m. Eastern Standard Time**

Deleting the current Solicitation range A and replacing it with 100-299.
The small quantity would not be feasible at this time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|--|--|--|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA |
| BY _____ (Signature of person authorized to sign) | | | BY _____ (Signature of Contracting Officer) |
| | | 16C. DATE SIGNED | |

| | | | | | |
|--|--|--|---|--------------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) → | | RATING DOA2 | PAGE OF PAGES 1 22 |
| 2. CONTRACT NO. | 3. SOLICITATION NO. SP0960-03-R-X597 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED 2003 JUL 24 | 6. REQUISITION/PURCHASE NO. IQC03182009011 |
| 7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 | | CODE SP0900 | 8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-PBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers—See Block 9 | | |

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

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2003 AUG 25
 FAX Number(s): (614) 692-4275 (Hour) (Date)

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

| | | |
|-----------------------------|--|---|
| 10. FOR INFORMATION CALL: → | A. NAME Carol Hall, FCCABDL | C. E-MAIL ADDRESS Carol.Hall@dlia.mil |
| | B. PHONE / FAX (NO COLLECT CALLS) (614) 692-7675 / FAX: (614) 692-6929 | |

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 | 10 |
| 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 | 14 |
| X | D | PACKAGING AND MARKING | 3 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 6 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 16 |
| X | F | DELIVERIES OR PERFORMANCE | 8 | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 18 |
| | G | CONTRACT ADMINISTRATION DATA | | X | M | EVALUATION FACTORS FOR AWARD | 21 |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 9 | | | | |

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.

Eaton Quote #KW082503-1

| | | | | |
|--|---|------------------------------------|---|--------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS NET % | CALENDAR DAYS % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated: →) | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| 15A. NAME AND ADDRESS OF OFFEROR Eaton Aerospace 1640 Monrovia Avenue Costa Mesa, CA 92627 | CODE 96182 | FACILITY DUNS #10-311-8337 | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Kathy Wada Contracts Administration Manager | |
| 15B. TELEPHONE NO. (Include area code) 800-300-9320 x4471 | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/> | 17. SIGNATURE <i>Kathy Wada</i> | 18. OFFER DATE 8-25-03 | |
| 13D. FAX NO. 949-722-4475 | 15E. E-MAIL ADDRESS KathyHWada@eaton.com | | | |

AWARD (To be completed by Government)

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

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

B-1 SCHEDULE

SP096003RX597

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Eaton Aerospace

Eaton Quote #KW082503-1

NSN 5980-01-102-3046

CONTROL-DISPLAY, OPTOELECTRONIC

~~DLAD 52.246-9004, PRODUCT VERIFICATION TESTING, APPLIES. THIS CLAUSE IS A GOVERNMENT OPTION THAT CAN ONLY BE INVOKED UPON THE COGNIZANT CONTRACT ADMINISTRATION OFFICE NOTIFYING THE CONTRACTOR THAT PVT SAMPLES ARE TO BE SELECTED. EXCEPTION TAKEN. DELETE CLAUSE.~~

CRITICAL APPLICATION ITEM

EATON AEROSPACE LLC

(96182) P/N 351-26568-003

A 1 year, Firm Fixed-Price, INDEFINITE QUANTITY Contract with two (2) twelve month options is anticipated. See Section I-09, I-15F, I-33a, I-34, I-41, M-8 and M-31 of this solicitation. If the decision is made to exercise the option (s) specified in section I-41, the Contracting Officer will give written notice to the Contractor at least 14 days prior to the expiration date of the contract. The option period will begin at the end of subject contract and will extend an additional 1-year. The notice shall be effective on the date it is mailed or otherwise furnished to the Contractor. Prior to or at the time the offer is submitted, the Contractor shall inform the Buyer if any discrepancies exists between the Physical/Functional Description and the Specifications/Drawings.

EXCEPTION: If mailed, effective date is date of receipt by Contractor. If faxed or e-mailed effective date is date of submission.

ALL OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION

OFFER BASED ON:

ESTIMATED ANNUAL REQUIREMENT IS: 468 EACH
THE AVERAGE QUANTITY PER ORDER IS ESTIMATED AT 117 EACH
FOR MINIMUM AND MAXIMUM ORDER QUANTITIES, SEE CLAUSE I-34
FOR MINIMUM AND MAXIMUM CONTRACT QUANTITIES, SEE CLAUSE I-29

ALL OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION

OFFER BASED ON:

MANUFACTURER'S NAME: Eaton Aerospace
(ENTRY BY CONTRACTOR)

MANUFACTURER PART NUMBER: 351-26568-003

ACTUAL BARE ITEM PART NUMBER MARKING: (Same)

| ITEM NUMBER | QUANTITY RANGE | U/I | YEAR ONE UNIT PRICE | YEAR TWO UNIT PRICE | YEAR THREE UNIT PRICE |
|-------------|----------------|-----|---------------------|---------------------|-----------------------|
| 0001 | A* 01-99 | EA | No Bid | No Bid | No Bid |
| | B* **100-499 | EA | \$289.00 | \$ 300.32 | \$312.09 |
| | C* 500-399 | EA | \$279.00 | \$ 289.96 | \$301.36 |
| | D* 400-599 | EA | \$267.50 | \$ 278.04 | \$289.00 |
| | E* 600-799 | EA | \$262.00 | \$ 272.32 | \$283.05 |
| | F* 800-1500 | EA | \$253.50 | \$ 263.52 | \$273.94 |

*SEE EVALUATION FACTORS FOR AWARD - SECTION M-08c and M-31
DESIRED DELIVERY IS 90 DAYS AFTER EFFECTIVE DATE OF ORDER

** 100-pc. minimum per each delivery order or delivery release

Delivery: 182 days ARO, with a maximum of 500 each per delivery schedule.
Balance exceeding 500 pcs. to be shipped at a rate of 500 pcs. every 45 days thereafter.

| | | |
|--|--|-------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE |
| | SP0960-03-R-X597 | 3 of 22 |
| Eaton Quote #KW082503-1 | | |
| NAME OF OFFEROR OR CONTRACTOR Eaton Aerospace | | |
| SECTION D | | |
| | | |

NSN(s) 5980-01-102-3046

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

| | | |
|---------------------------------|------|-----|
| QUP | CODE | 001 |
| PRESERVATION METHOD | CODE | 41 |
| CLEANING/DRYING | CODE | 1 |
| PRESERVATIVE MATERIAL | CODE | 00 |
| WRAPPING MATERIAL | CODE | 00 |
| CUSHIONING/DUNNAGE MATERIAL | CODE | NA |
| CUSHIONING/DUNNAGE THICKNESS | CODE | X |
| UNIT CONTAINER | CODE | XX |
| OPTIONAL PROCEDURE INDICATOR | CODE | 0 |
| INTERMEDIATE CONTAINER | CODE | D3 |
| INTERMEDIATE CONTAINER QUANTITY | CODE | AAA |

FOR DLA STOCK:

PACK CODE U

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

PACK CODE Q
PACKING: LEVEL B

MARKING AND BAR CODE REQUIREMENTS:

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

SPECIAL MARKING CODE: 39

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

CONTINUATION SHEET

Solicitation Number:

SP0960-03-R-X597

PAGE OF PAGES

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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://DIBBS.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/lcsp.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-delating. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

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

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

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

SECTION B

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

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

906 CHANGES IN PALLETIZATION REQUIREMENTS

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

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

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

Additional information is available on the DSCC Packaging website:

<http://www.dscccols.com/offices/packaging/index.html>

B11 - SUPPLIES FURNISHED BY DELIVERY ORDERS

B15 - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS (AUG 1985))

B30 - MANUFACTURER'S PART NUMBER

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

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

Manufacturer's Name:

Manufacturer's P/N:

Actual Bare Item Part Number Marking:

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 office symbol for the Packaging Team is DSCC-VSP.

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.

D02c - PACKAGING AND MARKING REQUIREMENTS (JAN 2002) (DSCC 52.246-9C40)

Packaging requirements for Direct Delivery Shipments. All items under and resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAN ASTM D3951, marking in accordance with MIL-STD-129N.

NOTE: (Applicable to negotiated solicitation (RFPs). Offers that do not comply with the packaging and marking requirements as specified in Section B of this solicitation may be subject to rejection as being technically unacceptable.

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, OUP, and Military Preservation Methods.
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

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

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the

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container. Use the largest labels that will fit. (2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority. (3) Method of shipment will be in accordance with Clause F05 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).

From: Name and address of Consignor

To: Name and address of Consigned (DODAAC) and in-the-clear address. Project Code (if applicable). Piece Number, and total pieces. WT. Method of Preservation/Date of Pack

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

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

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

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

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

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

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

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

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

D11 - BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DLAD 52.211-9008) (DEC 2001)

5. Hazardous Material: Packaging for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging contained in the International Civil Aviation Organization (ICAO) Technical Instructions. Excluding paragraph 1.4 of chapters 1 and 3, or the International Maritime Dangerous Goods Code (IMDG), both of which comply with the United Nations (UN) Recommendations on the Transport of Dangerous Goods, and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets ICAO or IMDG requirements shall be incorporated on the DD form 250, Material Inspection and Receiving Report, or other related acceptance document if the DD Form 250 is not used. All certificates and reports shall be available for inspection by authorized Government representatives for a period of three years. If Hazardous Material will be offered for transportation by Military Air, see clause D08, DSCC 52.211-9C20, Special Handling Data/Acknowledgement.

D12 - PREPARATION FOR DELIVERY (DSCC 52.211-9C16) (JULY 2002)

1. DLA Stock Shipments:

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

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

2. Direct Vendor Delivery (DVD) Shipments:

a. CONUS (within the Continental United States) ~~and Alaska~~ ~~(Outside the Continental United States)~~ Priority 01 through 08 Shipments: (Note - For Priority 01 and 02 CONUS shipments, please contact the transportation office at 614-692-7038 for shipping instructions.) (1) Standard commercial packaging in accordance with ASTM-D-3951. (2) Barcoding in accordance with AIM BC 1 shall apply for all shipments regardless of destination (Also See Clause D11, DLAD 52.211-9008). (3) Marking shall be i/a/w Mil-Std-129 (latest revision) and include, at a minimum, the following information:

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

Exception: Shipments to U.S. domestic locations UNIT CONTAINER MARKING REQUIREMENT: only.

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:

Identification Marking: National Stock Number Item Nomenclature (Optional) Quantity (as measured in U/I) Part Number Contract Number (including call number, if applicable) Method of Preservation/Date of Pack

http://www.dscc.dla.mil/downloads/packaging/dci636p001.doc

SHIPPING CONTAINER MARKING REQUIREMENTS:

Shipping Label: Transportation Control Number

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| <p>E26 – COMMERCIAL WARRANTY (CONT'D)</p> | | |
| <p>Copy of Eaton's standard commercial warranty</p> | | |
| <p>16. WARRANTY</p> | | |
| <p>Seller warrants the goods covered by this Agreement to be free from defects in material and workmanship for the period specified below from the date of shipment to Buyer. This warranty is valid only if the goods are stored in a manner acceptable to Seller. This is a limited warranty limited to its terms. This warranty is void if the goods have been altered, misused, taken apart or otherwise abused. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR GOODS COVERED BY THIS AGREEMENT.</p> | | |
| <p>16.1 All warranties shall expire as noted below; notice of claimed breach of warranty must be given within the applicable period.</p> | | |
| <p>Standard Switches & Displays: six (6) months from date of shipment. ←(This is the warranty applicable to this item.) System Products: one (1) year from date of shipment. Series 582-584: two (2) years from date of shipment.</p> | | |

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SECTION B

E01 - CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

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

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

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

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

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

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

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

(c) Inspection Points:

SUPPLIES

(X) Same as Offeror

Applicable to CLIN(s): 0001

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

() Same as Offeror

Applicable to CLIN(s):

() Same as above

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

West Coast Specialty Packaging, Inc. (1K6J2)

13123 S. Broadway

Los Angeles, CA 90061

Applicable to CLIN(s): 0001

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 152.246-7000) (DEC 1991)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1995)

EXCEPTION TAKEN. DELETE CLAUSE.

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (DEC 2001) EXCEPTION TAKEN. REVISE AS NOTED.

This clause is applicable when surplus materials are accepted (See Clause I17), when a Certificate of Conformance (see Provision E15) 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.

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to be negotiated with Contractor.

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| <p>E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)</p> | <p>(2) Identification code (3) Manufacturer's identification (4) Manufacturer's designation symbol (5) Country of origin (6) 'JAN' certification mark (7) Special marking (8) Electrostatic discharge sensitivity identifier</p> | |
| <p>E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)</p> | | |
| <p>E26 - COMMERCIAL WARRANTY (DSCC 52.246-9C26) (APR 1994)</p> <p>The Contractor agrees that the supplies or services furnished under this contract (X) shall () shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.</p> <p><i>SEE PAGE 7A.</i></p> <p>E28 - DOCUMENTATION OF PART NUMBER CHANGE (DSCC 52.246-9C30) (JUN 1997)</p> <p>The offer certifies that the part number (P/N) requested in the Request for Quotation (RFQ) has been changed from CAGE - P/N to P/N and that this is a part number change only. Reason for change is</p> | <p>(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification (1) Identification number (2) Manufacturer's identification (3) Manufacturer's date code</p> <p>(d) Various special marking may be required under a Military Specification.</p> <p>2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation CX or ZZ, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129N.</p> <p>3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N. (a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number). (b) MULTIPACKS: (1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded. (2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.</p> <p>4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.</p> <p>5. Exterior Documentation: Packing list as specified in MIL-STD-129N is required.</p> <p>6. Parcel Post APO/FPO Shipments: The statement 'Contents for Official Use. Exempt from Customs Requirements' be annotated above the mailing address.</p> <p>7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.</p> <p>8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.</p> | |
| <p>E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)</p> <p>Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.</p> <p>DSCC Exclusions: (a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause B30, DSCC 52.246-9C34 applies) (1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked. (2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads. (3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so. (b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.</p> | | |
| <p>E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (MAR 2002)</p> <p>Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, 'Marking for Shipment and Storage'. In addition to MIL-STD-129N requirements, the following instructions also apply:</p> <p>1. JAN and Other Special Markings In Accordance With Government specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD-129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.</p> <p>(a) Semiconductor Devices procured under MIL-PRF-19500M: (1) Part or Identifying Number (PIN) (2) Manufacturer's ID and symbol (3) Lot identification code and code of assembly plant (if applicable) (4) Beryllium oxide identifier (if applicable) (5) Electrostatic discharge sensitivity identifier (if applicable) (6) Country of origin (7) DMS Marking (if applicable)</p> <p>(b) Microcircuits procured under MIL-M-385 I OJ, Notice I: (1) PIN</p> | | |
| | | <p>E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980) Exception: from date of shipment.</p> <p>E33 - QUALITY ASSURANCE PROVISIONS (PACKAGING) (DSCC 52.246-9C38) (MAR 2002)</p> <p>Sensitive Electronic Devices</p> <p>CONTINUED ON NEXT PAGE</p> |

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All items subject to degradation from Electrostatic/Electromagnetic (ES/EM) environmental field forces, including those items having a MIL-STD-2073-1D, preservation method code of GX, shall be handled and packaged at an approved Field Force Protective Work Station. If the preservation method code called out in this solicitation does not specify Electrostatic/Electromagnetic (ES/EM) protection, and your proposed item of supply is subject to degradation from (ES/EM) environmental field forces, please provide appropriate technical packaging data along with your quotation. Failure to provide required packaging data for offered items of supply which are subject to degradation from ES/EM environmental field forces may result in your offer not being considered for award.

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

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

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

(b) 00 Percent increase
 00 Percent decrease

This increase or decrease shall apply to:
 all

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

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

(b) DSCC Administered orders:
 (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
 Telephone (614) 692-2175
 Telephone (614) 692-7038 ('59C' - Construction)
 Telephone (614) 692-7039 ('59E' - Electronics)
 (COLLECT CALLS WILL NOT BE ACCEPTED)

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

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

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

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

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

FREIGHT INSTRUCTIONS (DOMESTIC)

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

F06 - SHIPPING INSTRUCTIONS (EXPORT) (DSCC 52.247-9C03) (JAN 2002)

Comply with paperwork requirements of Clause D03, 'Packing List/Invoice/Shipping Documents'. Packaging and marking in accordance with instructions in Section D.

MAIL INSTRUCTIONS (APO/FPO Addresses):

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN:

- (1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.
- (2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.
- (3) Parcel post shipments to an APO/FPO address must be annotated under the return address as follows: 'CONTENTS FOR OFFICIAL USE EXEMPT FROM CUSTOMS REQUIREMENTS.'
- (4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See D08.
- (5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).
- (6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package. (See Clause F04, DSCC 52.247-9C04.)
- (7) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):

- (1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause F01.
- (2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.
- (3) Shipments to Container Consolidation Points (CCPs):
 - (a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clauses 'D06.'
 - (b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:
 - (i) Cargo requiring refrigeration/temperature control.
 - (ii) Classified or sensitive items requiring signature control.
 - (iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.
 - (iv) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.
 - (v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic.

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radioactive, unduly magnetic, or which contains oxidizing agents.
 (vi) Type 1 shelf life items,
 (vii) TPI and 2 (IPD 01-08) with RDD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.
 NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!
 NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:
 Telephone notice of delivery must be given by the carrier to the Consignee 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.

FREIGHT SHIPPING ADDRESSES:
 Mail address of the ultimate Consignee and 'MARK FOR' information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addressee of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

F07 - FMS SHIPPING INSTRUCTIONS (DLAD 52.225-9002) (JUN 1998)

Applicable to CLINS:

F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)

F18 - TIME OF DELIVERY (DSCC 52.211-9C04) (NOV 2000)

(a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The Government reserves the right to request phased delivery within the limits of the applicable schedule set forth below.

(b) Delivery is required to be made in accordance with the schedule set forth below.

| NSN(S) | QUANTITY THAT MAY BE ORDERED IN ANY CALENDAR MONTH | DELIVERED | WITHIN THE NUMBER OF DAYS STATED BELOW | |
|------------------|--|----------------------|--|-------------------|
| | | | GOVT REQUIRED | OFFERORS PROPOSED |
| 5980-01-102-3046 | Up to 1500 | each | 160 | 182 |
| Each additional | 1500 | each (or less) | ADD: 30 | 45 |
| Each additional | 500 | Up to each (or less) | ADD: | |
| Each additional | Up to each (or less) | each (or less) | ADD: | |
| Each additional | Up to each (or less) | each (or less) | ADD: | |
| Each additional | Up to each (or less) | each (or less) | ADD: | |

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

(d) Delivery orders will be mailed or otherwise furnished to the Contractor on or before the day the order is dated. Therefore, in computing time available to perform each order, the Contractor must take into consideration the time required for the delivery order to arrive through ordinary mail.

(e) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is

awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

F32 - F.O.B. - ORIGIN (FAR 52.247-29) (JUN 1988)
 () (Same as Offeror)
 (X) Other (City and State):
Los Angeles, CA

SECTION H Exception taken: DD250's mailed as invoice
H09 - ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000)

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WIAS).

For detailed information concerning electronic invoicing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS/CO, telephone 614-693-6968 or 614-693-5627. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<https://ecweb.dfas.mil>

This above site is for DFAS-CO Web based Invoicing System (WIAS). Look under the Help Button for 'These are your Web Invoice Test Partners'

<http://www.dfas.mil>

Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

H13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (FEB 2001)

Supplies procured through the Defense Supply Center Columbus (DSCC) may be ordered via the Paperless Order Placement System (POPS) or the Electronic Procurement Program Interface (EPPI). Offerors must check one of the following alternatives for paperless order transmission:

() Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

(X) Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155. Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat reader plug-in).

Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dsc.cla.mil> within 7 days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DIBBS registration under the section entitled 'E-Mail Address for Receipt of DSCC Awards / Information.'

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt. The statement 'POPS Auto Award' or 'EPPI Auto Award' in block 24 of the DD Form 1155 constitutes the contracting officer's signature.

NOTE: Questions concerning POPS or EPPI should be directed to Paul Boak at (614) 692-3559.

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| <p>H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) DFARS 252.211-7005</p> | <p>FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)</p> | |
| <p>(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:</p> | <p>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 1989) FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)</p> | |
| <p>(Offeror insert information for each SPI process)</p> | <p>FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)</p> | |
| <p>SPI Process: Facility: Military or Federal Specification or Standard:</p> | <p>FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)</p> | |
| <p>Affected Contract Line Item and Subline Item Number, Component, or Element:</p> | <p>FAR 52.223-14 - Toxic Chemical Release Reporting (JUN 2003) (Applicable with FAR 52.223-13) FAR 52.225-13 - Restrictions on Certain Foreign Purchases (JUL 2003) (Deviation)</p> | |
| <p>SECTION I</p> | <p>FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)</p> | |
| <p>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.</p> | <p>FAR 52.227-1 - Authorization and Consent (JUL 1995) FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003) FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003) FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998) FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998) FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992) FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)</p> | |
| <p>FAR 52.202-1 - Definitions (DEC 2001)</p> | <p>FAR 52.232-1 - Payments (APR 1984)</p> | |
| <p>FAR 52.203-3 - Gratuities (APR 1984)</p> | <p>FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)</p> | |
| <p>FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)</p> | <p>FAR 52.232-11 - Extras (APR 1984)</p> | |
| <p>FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)</p> | <p>FAR 52.232-17 - Interest (JUN 1996)</p> | |
| <p>FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)</p> | <p>FAR 52.232-23 - Assignment of Claims (JAN 1986)</p> | |
| <p>FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)</p> | <p>FAR 52.232-25 - Prompt Payment (FEB 2002)</p> | |
| <p>FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)</p> | <p>FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)</p> | |
| <p>FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)</p> | <p>FAR 52.233-3 - Protest After Award (AUG 1996)</p> | |
| <p>FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified information is required.)</p> | <p>FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)</p> | |
| <p>FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)</p> | <p>FAR 52.242-13 - Bankruptcy (JUL 1995)</p> | |
| <p>FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)</p> | <p>FAR 52.244-2 - Subcontracts (AUG 1998)</p> | |
| <p>FAR 52.211-5 - Material Requirements (AUG 2000)</p> | <p>FAR 52.244-5 - Competition in Subcontracting (DEC 1996)</p> | |
| <p>FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)</p> | <p>FAR 52.245-1 - Property Records (APR 1984)</p> | |
| <p>FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)</p> | <p>FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)</p> | |
| <p>FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)</p> | <p>FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)</p> | |
| <p>FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$550,000) (MAY 2001)</p> | <p>FAR 52.246-23 - Limitation of Liability (FEB 1997)</p> | |
| <p>FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)</p> | <p>FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)</p> | |
| <p>FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)</p> | <p>FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)</p> | |
| <p>FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)</p> | <p>FAR 52.248-1 - Value Engineering (FEB 2000)</p> | |
| <p>FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)</p> | <p>FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)</p> | |
| <p>FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (DEC 1998)</p> | <p>FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II</p> | |
| <p>FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)</p> | <p>FAR 52.249-8 - Default (APR 1984)</p> | |
| <p>FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)</p> | <p>FAR 52.251-1 - Computer Generated Forms (JAN 1991)</p> | |
| <p>FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)</p> | <p>DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Penalties (MAR 1999)</p> | |
| <p>FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)</p> | <p>DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)</p> | |
| <p>FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)</p> | <p>DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)</p> | |
| <p>FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)</p> | <p>DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000)</p> | |
| <p>FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)</p> | <p>DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)</p> | |
| <p>FAR 52.222-3 - Convict Labor (JUN 2003)</p> | <p>DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)</p> | |
| <p>FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)</p> | <p>DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)</p> | |
| <p>FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)</p> | <p>DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)</p> | |
| <p>FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)</p> | <p>DFARS 252.215-7002 - Cost Estimating System Requirements (Over \$550,000) (OCT 1998)</p> | |
| | <p>DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1996)</p> | |
| | <p>DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)</p> | |
| | <p>DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)</p> | |
| | <p>DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)</p> | |

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DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)
DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (APR 2003)
DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)
DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)
DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (SEP 2001)
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) - NOT APPLICABLE
DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1999)

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

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

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

(d) Offerors and contractors may obtain information on registration and annual confirmation 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

()

I15f - METHODS OF PRICING ORDERS (DSCC 52.216-9C52) (NOV 1992)

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

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

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)

(a) Definition.

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

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

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

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.
Yes () No ()
The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).
Yes () No ()
The material conforms to the revision letter/number, if any is cited.
Yes () No () Unknown ()
If no, the revision offered does not affect form, fit, function, or interface.
Yes () No () Unknown ()
The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

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

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

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Address

Date Acquired (Month/Year)

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

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

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

(5) The material has data plates attached. Yes () No ()
 If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.
 (6) The offered material is in its original package. Yes () No ()
 If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No ()
 If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

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

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.

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

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

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

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

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

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

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

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

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

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

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

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

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not

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

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

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

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

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

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

- (1) Minimum Quantity or Dollar Figure: 1 each 100 each
 - (2) Maximum Quantity or Dollar Figure: 1500 each
- The Government is obligated to order only the minimum quantity or dollar figure stated above.

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

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

| NSN | MINIMUM QUANTITY OR DOLLAR VALUE |
|--|--|
| () Contract period as defined in this clause means the extended contract shall be inclusive of the option period. | |
| () Contract period as defined in this clause means a separate contract period for the initial basic and each option year. | |

I31 - CONTRACT PERIOD (DSCC 52.215-9C03) (MAR 1981)

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

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 each (insert dollar figure or quantity), the Government is

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

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

- (1) Any order for a single item in excess of 1500 each (insert dollar figure or quantity);
- (2) Any order for a combination of items in excess of 1500 each (insert dollar figure or quantity); or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

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

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

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

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

| CLIN(s) | QUANTITY | CLIN(s) | QUANTITY |
|---------|----------|---------|----------|
| 0001 | 468 | | |

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

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

I41 - EXTENSION OF CONTRACT TERM (JAN 2000) (DSCC 52.217-9C12)

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

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

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

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

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

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

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

NONE

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

NOTE: The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract

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to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

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

EXCEPTION TAKEN - NOT APPLICABLE

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

CERTIFICATION

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

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

End of certification)

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

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

WARNING

Contains (or manufactured with, if applicable)

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

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

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

MATERIAL (If none, insert 'None') ACT

NONE

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

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

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

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

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

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

Item:

Contract Description:

Line Items:

Quantity:

Total:

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

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

I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988) EXCEPTION TAKEN. DELETE CLAUSE.

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 \$2600 as payment in full for the administrative costs of such repurchase apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

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

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

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

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

SECTION J

J61 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

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

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

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