

# ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved  
 OMB No. 0704-0187  
 Expires Jan 30, 1997

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.  
 SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCH ORDER NO. <b>SP0740-04-M-LE26</b>		2. DELIVERY ORDER NO.		3. DATE OF ORDER (TTMMDD) <b>2004 MAR 23</b>		4. REQUISITION/PURCH REQUEST NO. <b>NPC04020009772</b>		5. PRIORITY <b>DOA1</b>		
5. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PAABCAG (614)692-2945 / FAX: (614)692-1238 E-mail: EBen.L.Williams@dla.mil</b>			6. CODE <b>SP0700</b>		7. ADMINISTERED BY (If other than 6) <b>DCMA BOSTON 495 SUMMER ST BOSTON MA 02210-2138</b>			8. CODE <b>S2206A</b>		
9. CONTRACTOR <b>B-C-D METAL PRODUCTS INC 208 MAPLEWOOD ST MALDEN MA 02148-0006</b>			9. CODE <b>04602</b>		7. FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (TTMMDD) <b>609 DAYS ARO</b>		11. MARK, IF BUSINESS IS <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <small>(See Schedule if other)</small>	
NAME AND ADDRESS			12. DISCOUNT TERMS <b>00.500% 10 days, NET 30 days</b>		13. MARK, IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		13. MAIL INVOICES TO <b>See Block 15</b>			
14. SHIP TO <b>See Schedule - Do Not Ship to Address in Block 6</b>			15. PAYMENT WILL BE MADE BY <b>ATTN DFAS CO BYDPCCC CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203</b>		15. CODE <b>S33181</b>		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER			

16. DELIVERY TYPE OF PURCHASE ORDER  This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference year offer dated 2004 FEB 11 and furnish the following on every specified basis. ACCEPTANCE: THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

B-C-D Metal Products, Inc. *Karin J. Carlson* Karin J. Carlson, President 2004 Mar 15  
 NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (TTMMDD)  
 If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
 CG: 97X4930 SCC0 001 26.0 S33150

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Remarks: <b>ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT. Additional documents to follow hardcopy.</b>	<b>TOTAL: 78</b>			

24. UNITED STATES OF AMERICA BY: <i>Joan L. Jackson</i> CONTRACTING/ORDERING OFFICER		25. TOTAL \$ <b>42730.00</b>
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		29. DIFFERENCE
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		30. INITIALS
30. I certify this account is correct and proper for payment. DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER		31. AMOUNT VERIFIED CORRECT FOR
37. RECEIVED AT 38. RECEIVED BY (Print) 39. DATE RECEIVED (TTMMDD)		32. CHECK NUMBER
40. TOTAL CONTAINERS 41. S/R ACCOUNT NUMBER		33. BILL OF LADING NO.
		42. S/R VOUCHER NO.

50587 32608

Packaging - Inspection and Acceptance Address:  
7D999

WETMORE COMPANY INC  
9 MICRO DR  
WOBURN MA 01801

CLIN 9906 IS FOR GOVERNMENT FIRST ARTICLE TEST (CLAUSE I44 AND I44A)  
CLIN 9910 IS FOR THE CONTRACTOR PRODUCTION LOT TEST (PLT)

CONTRACTOR PRODUCTION LOT TEST SHALL CONSIST OF ONE UNIT. THE PRODUCTION LOT INSPECTION SHALL BE PERFORMED AT THE CONTACTOR'S PLANT BY THE CONTRACTOR AND WITNESSED AND ACCEPTED BY THE DCMA/QAR. THE QAR SHALL SUBMIT A COPY OF THEIR TEST REPORT WITH CONCLUSIONS AND RECOMMENDATIONS TO THE DSCC PCO WITHIN 15 DAYS OF COMPLETION OF PRODUCTION LOT TESTING.

CLIN 9912 IS FOR DD FORM 1423 (ENCLOSURE #1)

## SECTION B

PR NPC04020000772  
NSN 4710-01-139-5847

## ITEM DESCRIPTION:

TUBE ASSEMBLY, METAL.

THIS IS A NAVY IDENTIFIED CRITICAL SAFETY ITEM  
(CSI)

ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE  
FORWARDED TO THE DSC CONTRACTING OFFICER FOR  
REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW  
MIL-STD-129.

IN ADDITION EACH UNIT PACK WILL BE MARKED WITH  
LOT NUMBER (IF AVAILABLE), CONTRACTOR CAGE  
CODE, ACTUAL MANUFACTURERS CAGE CODE AND PART  
NUMBER.

GOVERNMENT FIRST ARTICLE TEST IS REQUIRED.  
CONTRACTOR PRODUCTION LOT TEST IS REQUIRED.  
DSCC (16236) SQAP01-139-5847 APPLIES.  
FIRST ARTICLE AND PRODUCTION LOT TEST  
REQUIREMENTS ARE CITED IN SQAP01-139-5847.  
IF AQLS ARE LISTED IN THE SPECIFICATION(S)  
OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE  
AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE  
NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS  
CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS  
ON ZERO DEFECTS AND REJECTS ON ONE OR MORE  
DEFECT(S).

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

PARAGRAPHS APPLIES:

4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION  
AND TESTING AS WELL AS APPLICABLE DRAWINGS,  
SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY  
CONTRACT

4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A)  
AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH  
ARE HEREBY DELETED

4.7, CUSTOMER-SUPPLIED PRODUCT:

4.8, PRODUCT IDENTIFICATION & TRACEABILITY:

4.10, INSPECTION & TESTING:

4.11, INSPECTION, MEASURING & TEST EQUIPMENT:

4.12, INSPECTION AND TEST STATUS:

4.13, CONTROL OF NONCONFORMING PRODUCT:

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## SECTION B

4.14, CORRECTIVE AND PREVENTIVE ACTION:  
 PARAGRAPH 4.14.3 APPLY TO PRODUCT ONLY  
 4.16, QUALITY RECORDS:  
 FAR CLAUSE 52.246-11 APPLIES

CRITICAL APPLICATION ITEM

GE STRUCTURED SERVICES L.P. SUB. OF	(03350)	P/N	5052T32G02
B-C-D METAL PRODUCTS INC	(04602)	P/N	5052T32G02
GENERAL ELECTRIC COMPANY DIV GENERA	(99207)	P/N	5052T32G02

I/A/W DRAWING NR 16236 SQAP01-139-5847  
 REFNO DTD 03 MAY 01  
 AMEND NR DTD  
 TYPE NUMBER:

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

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	NPC04020000772	0001	20	EA	\$535.00000	\$10700.00

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

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
 QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:  
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:  
 UNIT CONT = EC: OPI = 0:  
 PACK CODE = U:  
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.  
 PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E  
 DATED 3029

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

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

DELIVER FOB: DESTINATION BY: 2005 NOV 22

PARCEL POST ADDRESS:

W62G2T  
XU DEF DIST DEPOT SAN JOAQUIN  
TRANSPORTATION OFFICER  
PO BOX 960001  
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS:

W62G2T  
XU DEF DIST DEPOT SAN JOAQUIN  
25600 S CHRISMAN ROAD  
REC WHSE 10 PH 209 839 4307  
TRACY CA 95376-5000

NON-MILSTRIP  
PROJ

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<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	NPC04020000772	0002	58	EA	\$535.00000	\$31030.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

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PREP FOR DELIVERY

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

DELIVER FOB: DESTINATION BY: 2005 NOV 22

PARCEL POST ADDRESS:

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

FREIGHT SHIPPING ADDRESS:

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

NON-MILSTRIP  
PROJ

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<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9906 Government First Article Test (FAT) 180 DAYS	1	TE	\$1000.00	\$1000.00

The quantity '1 TE' (test) signifies the test requirement. See clauses I09A06 and I09D06 for information concerning the FAT requirement. Offers that do not cite a price for LINE ITEM 9906 shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for LINE ITEM 9906.

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SECTION B

9910 Special Test 1 TE NO CHARGE  
294 DAYS

9912 Data Other Than Manuals & Provision 1 EA NOT SEPARATELY PRICED  
294 DAYS

REMIT PAYMENT TO:

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## CONTINUATION SHEET

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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/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

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

For Simplified Acquisitions (under \$100,000) quoters may respond electronically via the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dscclia.mil> or by facsimile to the buyer's fax number.

**A03A - NOTIFICATION OF REJECTION OF UNILATERAL AWARD (DSCC 52.242-9C05) (OCT 2002)**

NOTE: Not applicable to Bilateral Purchase Orders.

The Government's offer to purchase, as evidence by this order, is made on the basis of your quotation. Although you are not legally obligated to perform, you should promptly notify the administrative contracting officer if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances. Failure to provide prompt notice will adversely affect your past performance Automated Best Value System score if this order is later cancelled at other than the Government's request.

**NOTICE**

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

It is the contractors responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility  
Phone: 1-800-307-8496  
New Cumberland, PA

Defense Distribution Depot San Joaquin  
Stock, Warehouse 10 - Phone (209) 839-4307  
CCP, Warehouse 30 - Phone (209) 839-4518  
Tracy, CA

**SECTION B**

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

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

**SECTION D**

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

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

The items identified in Section B shall be Preserved.

Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129P.

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

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.  
(b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.  
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolication 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) (FEB 2004)**

(1) Requisitions and contracts identified as NMCS shipments shall have an NMCS code shown in the RDD block of the address label. Applicable codes are '999' or any three digit code beginning with the letter 'N'. The Contractor will

mark all 'expedited handling' shipments with identifying labels. For NMCS conditions other than 999, containers shall be marked with two 'NMCS' labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.

(2) Military Shipping Labels (MSL) are required on all shipments (see DLAD 52.211-9010). 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).

**D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) (DSCC 52.211-9C20)**

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

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

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

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

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

**SECTION E**

**E01 - CLAUSES INCORPORATED BY REFERENCE**

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

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

Zip Code)

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

(7D999) WETMORE COMPANY INC

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

9 MICRO DRIVE

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

WOBURN, MA 01801

(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.

Applicable to CLIN(s):

(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.

Applicable to CLIN(s):

(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.

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.

(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: 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.

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.

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

(c) Inspection Points:

SUPPLIES

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

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

NOTICE:

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

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

E19 - INSPECTION AND ACCEPTANCE OF DATA DD FORM 1423 (DSCC 52.246-9C07) (JUN 1980)

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

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

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

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

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Applicable to CLIN(s):

PACKAGING

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

( ) Same as above

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

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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)

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

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

(b) DSCC Administered orders:

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

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

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

**SECTION I**

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

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

NOTE: If not applicable becomes self-deleting.

FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000) (JUN 2003)  
 FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000) (JUL 1995)  
 FAR 52.211-5 - Material Requirements (AUG 2000)  
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)  
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)  
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)  
 FAR 52.222-1 - Notice to the Government of Labor Disputes (Over \$2,000) (FEB 1997)  
 FAR 52.222-3 - Convict Labor (Over MPT) (JUN 2003)  
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (Over MPT)  
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (Over \$10,000) (DEC 1996)  
 FAR 52.222-21 - Prohibition of Segregated Facilities (Over \$10,000) (FEB 1999)  
 FAR 52.222-26 - Equal Opportunity (Over \$10,000) (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 (Over \$10,000) (DEC 2001)  
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (Over \$2,500) (JUN 1998)  
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Over \$10,000) (DEC 2001) (Applicable with FAR 52.222-35)  
 FAR 52.223-14 - Toxic Chemical Release Reporting (Over \$100,000 applicable only to competitive non commercial acquisitions only) (AUG 2003)  
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (DEC 2003)  
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)  
 FAR 52.227-1 - Authorization and Consent (JUL 1995)  
 FAR 52.232-1 - Payments (APR 1984)  
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)  
 FAR 52.232-11 - Extras (APR 1984)  
 FAR 52.232-23 - Assignment of Claims (Over \$2,500) (JAN 1986)  
 FAR 52.232-25 - Prompt Payment (Over MPT) (OCT 2003)  
 FAR 52.233-1 - Disputes (JUL 2002)  
 FAR 52.233-3 - Protest After Award (AUG 1996)  
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)  
 FAR 52.243-1 - Changes - Fixed Price (AUG 1987)  
 FAR 52.245-1 - Property Records (APR 1984)  
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)  
 FAR 52.248-1 - Value Engineering (Over \$25,000) (FEB 2000)  
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)  
 FAR 52.249-8 - Default (APR 1984)  
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)  
 DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)  
 DFARS 252.209-7004 - Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Over \$100,000) (MAR 1998)  
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)  
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)  
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)  
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)  
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)  
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)  
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)  
 DFARS 252.225-7036 - Buy American Act- Free Trade Agreements -Balance of Payments Program (Over \$58,550) (JAN 2004)  
 DFARS 252.225-7036 - Buy American Act-Free Trade Agreements -Balance of Payments Program, ALT I (\$25,000 - \$58,550) (JAN 2004)  
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)  
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)  
 DFARS 252.232-7008 - 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)

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DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991)
DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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

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

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

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

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

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

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

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

I44 - FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4 (SEP 1989) - ALTERNATE I (JAN 1997)

(a) The contractor shall deliver ONE unit(s) of Lot/Item 0001, NSN 4710-01-139-5847 within 180 calendar days from the date of (X) this contract, / or ( ) first delivery order under this contract to the Government at:
NAVAL AVIATION DEPOT
ATTN: FIRST ARTICLE TESTING OFFICE
DOOR 16
NAS JACKSONVILLE, FL 32212-0016

For First Article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.
(b) Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, the approval, or disapproval of the first article.

I44a - ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (DSCC 52.209-9C11) (JAN 2001)

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

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

(X) The following:
SQAP01-139-5847

2. The cost entered in CLIN 9906 shall cover the cost to produce the First Article units and will be evaluated in part based on the disposition of the First Article units as indicated in paragraph 5 of this clause. Offers that do not cite a price in CLIN 9906 shall be evaluated under the assumption that there is no separate charge for the units submitted for FAT.

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

4. Prior to the shipment of the first article to the Government testing facility (or resubmission of the first article after any disapprovals by the Government testing facility) specified in paragraph (a) of clause I44, the contractor must present the first article to the DCMA QAR for inspection for compliance with specification requirements. The QAR shall inspect the first article, and furnish a statement that the first article has been inspected and determined to comply with the specification requirements. The contractor must forward a copy of the QAR's statement of inspection with the first article to the Government test facility. Also, the contractor must forward a copy of the QAR statement of inspection along with a notice of shipment of the first article to the Government test facility to:

Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC- (see 'Issued By' block on page 1 of the award document)
Columbus, OH 43216-5010
Marked: F/A - Contract Number

(b) Upon completion of the first article testing, the Government test facility must submit its report of testing (in duplicate) to:

Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC- (see 'Issued By' block on page 1 of the award document)
Columbus, OH 43216-5010
Marked: Test Report Contract Number

5. Disposition of the First Article (applicable as marked). First Articles submitted for Government evaluation will, upon completion of evaluation:

(X) Be returned to the contractor and may be reconditioned for acceptance as part of the order quantity. At least one approved first article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. The first article unit can be referred to as a production or manufacturing standard and baseline for examination when defects are reported on delivered material or problems are encountered during production.

( ) Be retained by the government. At least one approved first article unit shall be returned by the government and retained by the contractor at the production facility until all production quantities have been produced and accepted. This first article unit can be referred to as a production or manufacturing standard and baseline for examination when defects are reported on delivered material or problems are encountered during production.

( ) Be returned to the contractor as production standards, but shall not be submitted for acceptance as part of the order quantity.

( ) Will not be returned to the contractor because the items shall be subjected to destructive testing.

( ) Other:

6. Additional Notes:

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

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**150 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS  
(DFARS 252.232-7003) (JAN 2004)**

(a) Definitions. As used in this clause-

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

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

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

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

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

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

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

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

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

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

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

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

**159 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (DLAD 52.211-9005) (APR 2002)**

(a) Definitions.

'Actual manufacturer' means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

'Approved source' means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

'Critical safety item' (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

'Design control activity' means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

'Exact product' and 'alternate product' are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

'Prime contractor' means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and

test equipment.

'Rebranding' means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This clause applies only to offers of 'exact product.' Offers of 'alternate product' will be evaluated in accordance with the clause at DLAD 52.217-9002. Offers of Government surplus material must comply with the requirements in the clause at DLAD 52.211-9000 in addition to this clause, and surplus offers will be evaluated in accordance with the provision at DLAD 52.211-9003.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under the direction of an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

(1) If offered item(s) are 'not in stock' or 'not yet manufactured' --

(i) A copy of Offeror's Request for Quotation to approved source cited in AID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.); or

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation.

(2) If offered item(s) are 'shipped' or 'in stock' --

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement; or

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation; and

(iv) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacturer or

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distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this clause or solicitation already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government --

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus material (unless

Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

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

**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/>

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

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

( ) **ALTERNATE I (OCT 1995)**

**I150 - CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR  
MANUFACTURING PROCESS/FACILITY - CRITICAL SAFETY ITEMS  
(JUL 2002) (DLAD 52.211-9006)**

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer (ACO).

(b) The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

(1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;

(2) Changes in the manufacturing process;

(3) A change in the approved source's manufacturing location; or

(4) A transfer of manufacturing facilities by the approved source since last manufacture.

**I151 - WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY  
- CRITICAL SAFETY ITEMS (JUL 2002) (DLAD 52.211-9007)**

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified in the DSCR Technical Oversight Office (TCO) Web site at <http://www.dscr.dla.mil/vg/CriticalPartReview.htm>.)

**SECTION J**

**JO2 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:**

DD FORM 1423	dtd	04/26/03	Encl #1
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #

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SECTION K

K53 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (PAR 52.222-18) (FEB 2001)

Listed End Product: RUBBER

Listed Countries of Origin: BURMA

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Enclosure #1

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved OMB No. 0704-0188		
<p>The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. <b>9912</b>		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>			
D. SYSTEM/ITEM <b>01-139-5847</b>		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. <b>1</b>	2. TITLE OF DATA ITEM <b>CERTIFICATION DATA REPORT</b>			3. SUBTITLE <b>COMPLETE PROCESS OPERATION SHEETS</b>			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80678/T1</b>		5. CONTRACT REFERENCE		6. REQUIRING OFFICE <b>DEFENSE SUPPLY CENTER</b>			18. ESTIMATED TOTAL PRICE
7. DD250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>AS REQ.</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLOCK # 16</b>	14. DISTRIBUTION			
8. ADP CODE <b>A</b>		11. AS OF DATE <b>AS REQ.</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK # 16</b>	a. ADDRESSEE	b. COPIES		
					Draft	Final	
					Reg	Repro	
16. REMARKS <b>PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5</b> <b>*UPON SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST SAMPLE (S)</b> <b>** IF PROCESS OPERATION SHEETS CHANGE AFTER SUCCESSFUL COMPLETION OF FAT/PLT</b>				DCMC/ACO	1/0		
				DCMC/QAR	1/0		
				PCO	1/0		
				NADEP	1/0		
				15. TOTAL	4/0		
1. DATA ITEM NO. <b>2</b>	2. TITLE OF DATA ITEM <b>CERTIFICATION DATA REPORT</b>			3. SUBTITLE <b>COMPLETE INSPECTION METHOD SHEETS</b>			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80678/T2</b>		5. CONTRACT REFERENCE		6. REQUIRING OFFICE <b>DEFENSE SUPPLY CENTER</b>			18. ESTIMATED TOTAL PRICE
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>AS REQ.</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLOCK # 16</b>	14. DISTRIBUTION			
8. ADP CODE <b>A</b>		11. AS OF DATE <b>AS REQ.</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK #16</b>	a. ADDRESSEE	b. COPIES		
					Draft	Final	
					Reg	Repro	
16. REMARKS <b>PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5</b> <b>*UPON SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST SAMPLE (S)</b> <b>** AT TIME OF CONTRACT COMPLETION</b>				DCMC/ACO	1/0		
				DCMC/QAR	1/0		
				PCO	1/0		
				NADEP	1/0		
				15. TOTAL	4/0		
G. PREPARED BY <b>NAVICP-P / HUGHES</b>		H. DATE <b>26 April 2003</b>		I. APPROVED BY <b>NAVICP-P / HUGHES</b>		J. DATE <b>26 April 2003</b>	

**CONTRACT DATA REQUIREMENTS LIST**  
(2 Data Items)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 9912				<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>			
<b>D. SYSTEM/ITEM</b> 01-139-5847				<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>			
<b>1. DATA ITEM NO.</b> 3		<b>2. TITLE OF DATA ITEM</b> REQUEST FOR WAIVER				<b>3. SUBTITLE</b>			<b>17. PRICE GROUP</b>
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-CMAN-80640B				<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> DEFENSE SUPPLY CENTER			<b>18. ESTIMATED TOTAL PRICE</b>
<b>7. DD250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> AS REQ.	<b>12. DATE OF FIRST SUBMISSION</b>		<b>14. DISTRIBUTION</b>				
<b>8. ADP CODE</b> A		<b>11. AS OF DATE</b> AS REQ.	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>			
<b>16. REMARKS</b> REQUIRED FOR EVERY WAIVER FOR THE LIFE OF THE CONTRACT						Draft	<b>Final</b>		
						Reg	Repr	o	
					<b>15. TOTAL</b>		4/0		
<b>1. DATA ITEM NO.</b> 4		<b>2. TITLE OF DATA ITEM</b> REQUEST FOR DEVIATION				<b>3. SUBTITLE</b>			<b>17. PRICE GROUP</b>
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-CMAN-80641B				<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> DEFENSE SUPPLY CENTER			<b>18. ESTIMATED TOTAL PRICE</b>
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> AS REQ.	<b>12. DATE OF FIRST SUBMISSION</b>		<b>14. DISTRIBUTION</b>				
<b>8. ADP CODE</b> A		<b>11. AS OF DATE</b> AS REQ.	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>			
<b>16. REMARKS</b> REQUIRED FOR EVERY DEVIATION FOR THE LIFE OF THE CONTRACT						Draft	<b>Final</b>		
						Reg	Repro		
					<b>15. TOTAL</b>		4/0		
<b>G. PREPARED BY</b> NAVICP-P / HUGHES			<b>H. DATE</b> 26 April 2003		<b>I. APPROVED BY</b> NAVICP-P / HUGHES		<b>J. DATE</b> 26 April 2003		

Enc 1



Clin 9912  
Exhibit D

**INSTRUCTION FOR COMPLETING DD FORM 1423**

(See DoD 5010.12-M for detailed instructions.)

**FOR GOVERNMENT**

**FOR GOVERNMENT PERSONNEL**

- Item A. Self-explanatory
- Item B. Self-explanatory
- Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as A Provisioning, A Configuration Management, etc.
- Item D. Enter name of system/item being acquired that data will support.
- Item E. Self-explanatory (to be filled in after contract award)
- Item F. Self-explanatory (to be filled in after contract award)
- Item G. Signature of preparer of CDRL
- Item H. Date CDRL was prepared
- Item I. Signature of CDRL approval authority
- Item J. Date CDRL was approved
- Item 1. See DoD FAR Supplement Subpart 4 71 for proper numbering.
- Item 2. Enter title as it appears on data acquisition document cited in Item 4.
- Item 3. Enter subtitle of data item for further definition of data item (optional entry)
- Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMSDDL), or one-time DID number, that defines data content and format requirements
- Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)
- Item 6. Enter technical office responsible for ensuring adequacy of the data item
- Item 7. Specify requirement for inspection/acceptance of the data item by the Government
- Item 8. Specify requirement for approval of a draft before preparation of the final data item
- Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoDD 5230.24)
- Item 10. Specify number of times data items are to be delivered
- Item 11. Specify as-of date of data item, when applicable
- Item 12. Specify when first submittal is required
- Item 13. Specify when subsequent submittals are required, when applicable
- Item 14. Enter addresses and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16
- Item 15. Enter total number of draft/final copies to be delivered
- Item 16. Use for additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

**FOR THE CONTRACTOR**

- Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423
- a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423  
  
Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.
  - b. Group II. Definition - Data which is essential to the performance of the primary contracted effort both the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.  
  
Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.
  - c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.  
  
Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.
  - d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal  
  
Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.
- Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production development for the Government of that item's data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract

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