

<b>AWARD/CONTRACT J</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING <b>DOA1</b>	PAGE OF <b>1</b>	PAGES <b>6</b>
2. CONTRACT (Proc. Inst. Ident.) NO. <b>SP0920-04-C-0356</b>		3. EFFECTIVE DATE <b>2004 MAY 27</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>FPE04054000467</b>		
5. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PCCSCGT (614)692-1078 /FAX: (614)692-6910 E-mail: Sandra.J.Hughes@dla.mil</b>	CODE <b>SP0900</b>	6. ADMINISTERED BY (If other than Item 5) <b>S3310A CMDR DCMC NEW YORK FT WADSWORTH BLDG 120 207 NEW YORK AVENUE STATEN ISLAND NY 10305-5013</b>		CODE <b>S3310A</b>	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>THE HANDY TOOL &amp; MFG. CO. INC. 39-09 58TH STREET WOODSIDE NY 11377-0099</b>		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT <b>NET 30 days</b>
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM <b>12</b>

CODE <b>91750</b>	FACILITY CODE	11. SHIP TO/MARK FOR <b>See Schedule - Do Not Ship to Address in Block 5</b>	12. PAYMENT WILL BE MADE BY <b>HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T</b>
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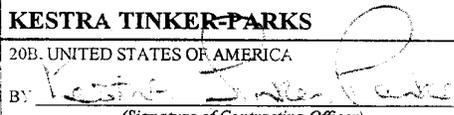
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) ( 1 ) <input type="checkbox"/> 41 USC 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>See Schedule</b>				

15G. TOTAL AMOUNT OF CONTRACT **\$160160.00**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>1</b>	<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	<b>2</b>	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPRCS /WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
	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 <b>SP092004RA643</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER <b>KESTRA TINKER-PARKS</b>
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED <b>5/25/04</b>
BY: _____ (Signature of person authorized to sign)	BY:  (Signature of Contracting Officer)

**CONTINUATION SHEET**

Contract Number:  
**SP0920-04-C-0356**

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**SECTION B**

PR: FPE04054000467  
 NSN: 5865-00-106-9216

ITEM DESCRIPTION:

LUG, MOUNTING POD  
 (97942) 113S56874H01 REV K

THE HANDY TOOL & MFG CO INC (91750) P/N 113S56874H01

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	FPE04054000467	0001	100	EA	\$260.00000	\$26000.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

260 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AB	FPE04054000467	0001	60	EA	\$260.00000	\$15600.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

290 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AC	FPE04054000467	0001	60	EA	\$260.00000	\$15600.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

320 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AD	FPE04054000467	0001	60	EA	\$260.00000	\$15600.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

350 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AE	FPE04054000467	0001	60	EA	\$260.00000	\$15600.00

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**SECTION B**

PR CONT'D

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

380 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AF	FPE04054000467	0001	60	EA	\$260.00000	\$15600.00

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

410 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AG	FPE04054000467	0001	60	EA	\$260.00000	\$15600.00

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

440 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AH	FPE04054000467	0001	25	EA	\$260.00000	\$6500.00

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

470 DAYS ARO

PREP FOR DELIVERY

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

QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = XX:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:

UNIT CONT = XX: OPI = O:

INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

SUPPLEMENTAL INSTRUCTIONS

PRESERVATION AND PACKAGING SHALL BE IAW THE

LATEST REVISION OF MILITARY SPECIFICATION:

MIL-E-17555, FOR ELECTRONIC EQUIPMENT.

WHEN ZZ IS THE METHOD OF PRESERVATION, USE LEVEL

'A' PRESERVATION AS CITED IN THE COMMODITY

SPECIFICATION.

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SECTION B

PR CONT'D

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002, as amended by Change Notice 1, dated January 15, 2004. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

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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**SECTION B**

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AA	FPE04054000467	0002	35	EA	\$260.00000	\$9100.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

470 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AB	FPE04054000467	0002	60	EA	\$260.00000	\$15600.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

500 DAYS ARO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AC	FPE04054000467	0002	36	EA	\$260.00000	\$9360.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

530 DAYS ARO

PREP FOR DELIVERY

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

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

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**SECTION B**

PR CONT'D

NON-MILSTRIP

PROJ

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OKR NSN

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->	RATING <b>DOA1</b>	PAGE OF PAGES 1 / 17
2. CONTRACT NO.	3. SOLICITATION NO. <b>SP0920-04-R-A643</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>2004 APR 02</b>	6. REQUISITION/PURCHASE NO. <b>FPE04054000467</b>
7. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>		CODE <b>SP0900</b>	8. ADDRESS OFFER TO (if other than item 7) <b>Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A2N233) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers - See Block 9</b>	

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

**SOLICITATION**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 MAY 03  
 FAX Number(s): (614) 692-4275  
 CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ->	A. NAME <b>Shirley Green, PCCSABP</b>	C. E-MAIL ADDRESS <b>Shirley.Green@dla.mil</b>
	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-7426 / FAX: (614) 692-6921</b>	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	7
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	I	LIST OF ATTACHMENTS	10
X	D	PACKAGING AND MARKING	5	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	12
X	F	DELIVERIES OR PERFORMANCE	6	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	14
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	16
X	H	SPECIAL CONTRACT REQUIREMENTS	6				

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS <u>1/2</u> %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ->)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR <b>THE HANDY TOOL &amp; MFG. CO., INC. 39-09 58th STREET, PO BOX 99 WOODSIDE, NY 11377-0099 718-478-8203, FAX: 718-478-8203 e-mail: sales@handytool.com</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>KENNETH SHERMAN, VP</b>
15B. TELEPHONE NO. (Include area code) <b>718-478-8203</b>	17. SIGNATURE <i>Kenneth Sherman</i>
15C. FAX NO.	18. OFFER DATE <b>4-16-04</b>
15D. FAX NO.	15E. E-MAIL ADDRESS

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -> <b>IBM</b>
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

**SECTION B**

PR NO. FFE04054000467  
NSN 5865-00-106-9216

**ITEM DESCRIPTION: Lag, Mounting Pod**  
THIS SOLICITATION INCLUDES AN OPTION QUANTITY IN ACCORDANCE WITH CLAUSE I17D01. IT CONTAINS MULTIPLE OPTION CONTRACT LINE ITEMS AND EXERCISE PERIODS. OFFERORS SHALL INSERT BELOW THE PRICE(S) WHICH MAY BE EXERCISED WITHIN THE SPECIFIED TIME PERIOD AFTER THE AWARD, BUT BEFORE THE EXPIRATION OF THE FULL OPTION PERIOD. A MANDATORY ENTRY IS REQUIRED FOR THE BASIC OPTION QUANTITY AND FOR THE PRICE BREAK OPTION CLIN WHICH WILL BE USED IN EVALUATION OF AWARD.

**NOTE:** 1. FAILURE TO SUBMIT AN OFFER ON THE BASIC OPTION QUANTITY CLIN AND PRICE BREAK OPTION CLIN MAY RESULT IN REJECTION OF THE BID/OFFER.  
2. INCLUSION OF THE OPTION CLAUSE MAY OR MAY NOT RESULT IN THE EXERCISE OF IT.

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For the BASIC OPTION QUANTITY CLIN, please enter the unit price and delivery for the option quantity that could be exercised within the full option period:

<u>Option CLIN(s)</u>	<u>Basic Option Quantity</u>	<u>Unit Price</u>	<u>Delivery</u>
5001	616		Days After Award Date

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For the PRICE BREAK OPTION CLIN, please enter the unit price and delivery for the option quantity that could be exercised within the full option period:

<u>Option CLIN(s)</u>	<u>Price Break Option Quantity</u>	<u>Unit Price</u>	<u>Delivery</u>
5002	1 - 200	\$ <del>660.00</del>	Days After Award Date
	201 - 400	\$ 278.00	Days After Award Date
	401 - 500	\$ 268.00	Days After Award Date
	601 - 700	\$ 260.00	Days After Award Date

*Handy Tool previously supplied this item to the US Government*  
*Delivery: 100 pieces 260 DAYS ARO*  
*60 per month thereafter.*

CONTINUED ON NEXT PAGE

**THE HANDY TOOL & MFG. CO., INC.**  
39-09 58th STREET, PO BOX 99  
WOODS HOLE, MA 01377-0099  
719-478-9205, FAX 716-429-5062  
e-mail: sales@ehandytool.com

*Handy Tool is the only company ever to manufacture this item directly for the US Government.*

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Solicitation Number:  
SP0920-04-R-A643

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SECTION B

PR: FPE04054000467  
NSN: 5865-00-106-9216

ITEM DESCRIPTION:  
LUG, MOUNTING POD

CRITICAL APPLICATION ITEM

NORTHROP GRUMMAN SYSTEMS CORPORATIO (97942) P/N 113S56874H01

Price Break Range:

Qty. \_\_\_\_\_ 50 to \_\_\_\_\_ 199 EA \$ \_\_\_\_\_  
Qty. \_\_\_\_\_ 200 to \_\_\_\_\_ 399 EA \$ \_\_\_\_\_  
Qty. \_\_\_\_\_ 400 to \_\_\_\_\_ 699 EA \$ \_\_\_\_\_  
Qty. \_\_\_\_\_ 700 to \_\_\_\_\_ 1000 EA \$ \_\_\_\_\_

ITEM	PR	FRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FPE04054000467	0001	485	EA	\$ 260.00	\$ 126,100.00

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

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = XX:  
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:  
UNIT CONT = XX: OPI = O:  
INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:  
PACK CODE = U:  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

SUPPLEMENTAL INSTRUCTIONS

PRESERVATION AND PACKAGING SHALL BE IAW THE  
LATEST REVISION OF MILITARY SPECIFICATION:  
MIL-E-17555, FOR ELECTRONIC EQUIPMENT.

WHEN ZZ IS THE METHOD OF PRESERVATION, USE LEVEL  
'A' PRESERVATION AS CITED IN THE COMMODITY

THE HANDY TOOL & MFG. CO. INC.  
35-01 5TH STREET, P.O. BOX 99  
WOODBRIDGE, VA 22197-0099  
714-775-7000 FAX 714-489-5042

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SECTION B

SPECIFICATION.

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002, as amended by Change Notice 1, dated January 15, 2004. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

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

THE HANDY TOOL & MFG. CO., INC.  
39-09 58th STREET, PO BOX 99  
WOODSIDE, NY 11377-0099  
718-478-9203, FAX: 718-429-5062  
e-mail: sales@ehandytool.com

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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SECTION B

ITEM	FR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FPE04054000467	0002	131	EA	\$ 260.00	\$ 34,060.00

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

PREP FOR DELIVERY:

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

PARCEL POST ADDRESS:

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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THE HANDY TOOL & MFG. CO., INC.  
39-09 58th STREET, PO BOX 99  
WOODSIDE, NY 11377-0099  
718-478-9200, FAX 718-428-5062  
e-mail: sales@enandytool.com

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6 17A04D02 52.204-9C07 PAYMENT BY ELECTRONIC FUNDS TRANSFER  
(EFT) - CENTRAL CONTRACTOR REGISTRATION (CCR) DSCC:

Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

## SECTION B

B04D01 52.204-9C03 DSCC WEB SITE (OCT 2002) DSCC

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

## SECTION D

D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL)  
REQUIREMENTS - MIL-STD-129P (FEB 2004) DLAD

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged

material to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear

(Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily

included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When

the contract omits any data element required to be bar-coded, the field should be zero-filled.

(c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at URL: <http://www.dscc.dla.mil/offices/packaging/specstdalist.html#STDs>.

(d) This clause does not apply to -  
(1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;  
(2) Any item for which ownership remains with the vendor until

the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or  
(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number:

consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.  
In bar code element 2 above, the NSN will appear as a 13-digit

code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:  
S9C - Defense Supply Center Columbus - Construction  
S9E - Defense Supply Center Columbus - Electronics  
S9G - Defense Supply Center Richmond  
S9I - Defense Supply Center Philadelphia - General and Industrial  
S9T - Defense Supply Center Philadelphia - Clothing and Textiles  
S9M - Defense Supply Center Philadelphia - Medical Materiel  
S9P - Defense Supply Center Philadelphia - Perishable Subsistence  
S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence  
The appropriate unit of issue (U/I) will appear as a two digit

alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an 'A' and eight zeros. (i.e. 'A00000000')

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of ISO/IEC-15388 is available from:  
The American National Standards Institute  
25 West 43rd Street  
New York, NY 10036  
or through [www.ansi.org](http://www.ansi.org) or [www.iso.ch](http://www.iso.ch).

D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS  
(OCT 2002) DSCCD11D04 52.211-9C17 PACKING LIST/INVOICE/SHIPPING  
DOCUMENTS (JUL 2000) DSCCD11D07 52.211-9C20 SHIPPER'S DECLARATION FOR DANGEROUS  
GOODS (FEB 2004) DSCC

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

D45D03 52.246-9C41 PACKAGING AND MARKING REQUIREMENTS  
(FEB 2004) DSCC

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

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

## SECTION E

E04D01 52.204-9C01 RECORDS RETENTION REQUIREMENTS  
(JUN 1980) DSCCE46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE  
(AUG 1996) FARE46B01 52.246-7000 MATERIAL INSPECTION AND RECEIVING  
REPORT (MAR 2003) DFARSE46C03 52.246-9004 PRODUCT VERIFICATION TESTING  
(JUN 1996) DLADE46D01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001)  
DSCC

(c) Inspection Points:

SUPPLIES

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WOODS  
710-470-1000

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

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

Applicable to CLIN(s): \_\_\_\_\_ (Vendor Fill-in)

**PACKAGING**  
( ) (Vendor Fill-in) Same as Offeror  
Applicable to CLIN(s): \_\_\_\_\_ (Vendor Fill-in)

( ) (Vendor Fill-in) Same as above

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

Applicable to CLIN(s): \_\_\_\_\_ (Vendor Fill-in)

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

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

**E46D11 52.246-9C11 WARRANTY (APR 1985) DSCC**

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

**SECTION F**

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

(b) The permissible variation shall be limited to:  
0 % (Percent) Increase 0 % (Percent) Decrease

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

**F11D02 52.211-9C04 TIME OF DELIVERY (NOV 2000) DSCC**

(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 ANY CALENDAR MONTH	WITHIN THE NUMBER OF DAYS STATED BELOW	
		GOV'T REQUIRED	OFFEROR'S PROPOSED
(Vendor Fill-in)	Up to _____ each	_____	_____
Fill-in)	Each additional ADD:	_____	each (or less) (Vendor)
(Vendor	Up to _____ each	_____	_____

Fill-in)	Each additional ADD:	_____	each (or less) (Vendor)
Fill-in)	Up to _____ each	_____	_____
(Vendor Fill-in)	Each additional ADD:	_____	each (or less) (Vendor)
Fill-in)	Up to _____ each	_____	(Vendor)
Fill-in)	Each additional ADD:	_____	each (or less) (Vendor)
Fill-in)	Up to _____ each	_____	(Vendor)
Fill-in)	Each additional ADD:	_____	each (or less) (Vendor)
Fill-in)	Up to _____ each	_____	_____

(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.

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

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

**REQUIRED DELIVERY SCHEDULE**

Item No.	Quantity	Within Days After Date of Contract
0001	485	90
0002	131	90

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

Item No.	Quantity	Within Days After Date of Contract
0001	100 PCS.	260 DAYS AFTER
0002		

(Vendor Fill-in)  
(Vendor Fill-in)  
(Vendor Fill-in)

*6 months thereafter*

**F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

**F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR**

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

**F47A10 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR**

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

**SECTION H**

**H23B01 252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

(c) The Offeror shall list which hazardous material  
CONTINUED ON NEXT PAGE

THE HANDY TOOL & MFG. CO., INC

e-mail: sales@handytool.com

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listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

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

(Vendor Fill-in)

111C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

MATERIAL ACT  
(If None, Insert 'None.')

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

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

Name \_\_\_\_\_ (Vendor Fill-in)

Address \_\_\_\_\_ (Vendor Fill-in)

\_\_\_\_\_ (Vendor Fill-in)

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

Government Selling Agency \_\_\_\_\_ (Vendor Fill-in)

Contract Number \_\_\_\_\_ (Vendor Fill-in)

Contract Date (Month/Year) \_\_\_\_\_ (Vendor Fill-in)

Other Source \_\_\_\_\_ (Vendor Fill-in)

Address \_\_\_\_\_ (Vendor Fill-in)

Date Acquired (Month/Year) \_\_\_\_\_ (Vendor Fill-in)

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

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

The material contains cure-dated components.  Yes  No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components.  Yes  No (Vendor Fill-in)

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

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

Contract Number \_\_\_\_\_ (Vendor Fill-in)

NSN \_\_\_\_\_ (Vendor Fill-in)

Cage Code \_\_\_\_\_ (Vendor Fill-in)

Part Number \_\_\_\_\_ (Vendor Fill-in)

Other Markings/Data \_\_\_\_\_ (Vendor Fill-in)

\_\_\_\_\_ (Vendor Fill-in)

\_\_\_\_\_  
(Vendor Fill-in)  
\_\_\_\_\_  
(Vendor Fill-in)  
\_\_\_\_\_  
(Vendor Fill-in)

SECTION I

I02A01 52.202-1 DEFINITIONS (DEC 2001) FAR

I03A01 52.203-3 GRATUITIES (APRIL 1984) FAR

I03A02 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR

I03A03 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) FAR

I03A05 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) FAR

I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

I03A07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

I03A08 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) FAR

I03B01 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-RELATED FELONIES (MAR 1999) DFARS

I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003) FAR

I04B02 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) DFARS

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS

I09A06 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR

I09B01 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) DFARS

I09B02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) DFARS

SPI Prococo: \_\_\_\_\_ (Vendor Fill-in)

Facility: \_\_\_\_\_ (Vendor Fill-in)

Military or Federal Specification or Standard: \_\_\_\_\_ (Vendor Fill-in)

CONTINUED ON NEXT PAGE

3549 BROAD STREET, P.O. BOX 48  
WILMINGTON, DE 19801-0048  
718-478-9203, FAX 718-429-5062  
e-mail: sales@ehandytool.com

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(7) The Offeror has supplied this same material (National Stock Number) to the Government before. ( ) Yes ( ) No (Vendor Fill-in). If yes, (i) the material being offered is

from the same original Government contract number as that provided previously. ( ) Yes ( ) No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency/Contract Number \_\_\_\_\_ (Vendor Fill-in)

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

Specification/Drawing Number \_\_\_\_\_ (Vendor Fill-in)

Revision (if any) \_\_\_\_\_ (Vendor Fill-in)

Date \_\_\_\_\_ (Vendor Fill-in)

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

(i) Material has been re-preserved. ( ) Yes ( ) No (Vendor Fill-in); (ii) Material has been repackaged. ( ) Yes ( ) No (Vendor Fill-in);

(iii) Percentage of material that has been inspected is \_\_\_\_\_ % (Vendor Fill-in) and/or number of items inspected is \_\_\_\_\_ (Vendor Fill-in); and

(iv) a written report was prepared. ( ) Yes ( ) No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)

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

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material

being offered was previously owned by the Government (Offeror check which one applies):

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

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

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

( ) (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail

methods, a solicitation/Invitation for Bid and corresponding DRMS form 1427.

( ) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings

and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number.

(This information has already been provided in paragraph (c)(6) of this clause. ( ) Yes ( ) No.

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

\_\_\_\_\_  
(Vendor Fill-in)

\_\_\_\_\_  
Vendor Fill-in)

(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.

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

I15A01 52.215-2 AUDIT AND RECORDS NEGOTIATION (JUN 1999) FAR

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I15A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR

I15D01 52.215-9C04 PRODUCTION FACILITY CHANGES (APR 1985) DSCC

I19A10 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000) FAR

I19A18 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999) FAR

I22A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

I22A03 52.222-3 CONVICT LABOR (JUN 2003) FAR

I22A04 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000) FAR

I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004) FAR

I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR

I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FAR 1999) FAR

I22A18 52.222-26 EQUAL OPPORTUNITY (APR 2002) FAR

I22A21 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR

I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR

I22A25 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

I23A01 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material \_\_\_\_\_ (Vendor Fill-in) (If none, insert 'None')

Identification No. \_\_\_\_\_ (Vendor Fill-in)

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

I23A06 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) FAR

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to

DEFENSE SUPPLY CENTER COLUMBUS  
PO BOX 16704

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39-05 2004-07-07 10:00 AM  
VENDOR ID: 1705000  
710-111-1111  
www.defenselink.com

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Columbus, OH 43216-5010

FAR Part 2;

I23A09 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)  
FAR

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_

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

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

I23A11 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (JUN 2003) FAR

I23B03 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS

I23B04 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) DFARS

I23C01 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) FAR

I25B04 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002) DFARS

I25B05 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003) DFARS

(a) Definitions. As used in this clause--

(1) 'Component' means any item supplied to the Government as part of an end product or of another component.

(2) 'End product' means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

- (1) Food.
- (2) Clothing.
- (3) Tents, tarpaulins, or covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply-

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices.

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if-

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include-

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

I25B16 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003) DFARS

I25B22 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) DFARS

I27A04 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) FAR

I29A02 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-6 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A19 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

I32B07 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997) DFARS

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33B01 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997) DFARS

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:  
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I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD  
 I42A07 52.242-12 REPORT OF SHIPMENT (REPSHIP) (JUN 2003) FAR  
 I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR  
 I42B01 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991) DFARS  
 I42B02 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000) DFARS  
 I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987) FAR  
 I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS  
 I43B02 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) DFARS  
 I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003) FAR  
 I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000) DFARS  
 I46A17 52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR  
 I47A01 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984) FAR

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the

(Vendor Fill-in)  
 (Name the specific agency) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the

(Vendor Fill-in)  
 (Name the specific agency) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \_\_\_\_\_

(Vendor Fill-in)

This may be confirmed by contacting

(Vendor Fill-in)  
 (Name and address of the contract administration office listed in the contract).

I47A02 52.247-63 PREFERENCE FOR U.S. -FLAG AIR CARRIERS (JUN 2003) FAR

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): (State reasons):

(Vendor Fill-in)

I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR

I48D01 52.248-9C01 CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (OCT 2000) DSCC

I49A01 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

I49A03 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) FAR

I49A15 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

I49C01 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

I49D01 52.249-9C01 ADDENDUM TO DLAD 52.249-9000, ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (JAN 2004) DSCC

The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2949.00 as payment in full for the administrative costs of such repurchase.

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

Also, the full text of a clause may be accessed electronically at this/these address(es):  
<http://www.dla.mil/j-3/j-336/icps.htm>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

SECTION J

J15D01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

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

ATCH, FM NO.	NAME	DATE
(X) DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
(X) SF 33	Solicitation, Offer and Award	Rev 4-85
(X) ---	Section B	---
(X) ---	Sections C through M	---
( ) ---	Interim Amend. No.	---
( ) ---	Quality Assurance Provision (QAP) No.	---
( ) SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
( ) DSCC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73
( ) Form CASB-CMF	Facilities Capital Cost of Money Factors	---
( ) DD Form 1861	Contract Facilities Capital Cost of Money	APR 95
( )		
( )		
( ) DD FM 1423	Contract Data Requirement List EXHIBIT No.	JUN 90
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	

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**CONTINUATION SHEET**

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**SP0920-04-R-A643**

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**12 | 17**

EXHIBIT No.

CONTINUED ON NEXT PAGE

w/ATCH No.

( ) DD FM 254 Contract Security Classification Specification DEC 99

THE HANDY TOOL & MFG. CO., INC.  
39-09 58th STREET, PO BOX 99  
WOODSIDE, NY 11377-0099  
718-476-9203, FAX: 718-429-5062  
e-mail: sales@ehandytool.com

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 19

DATE: 08 JUNE 2004

TO: THE HANDY TOOL & MFG.CO.INC.  
39-09 58<sup>th</sup> STREET  
WOODSIDE NY 11377-0099

FROM: MARGARET STOUT,  
PROCUREMENT CLERK  
AGENCY: DSCC

DEFENSE SUPPLY CENTER COLUMBUS  
P O BOX 16704  
3990 E BROAD ST BLDG 20  
COLUMBUS, OHIO 43216

CAGE CODE: 91750

ATTENTION, PLEASE: KENNETH SHERMAN

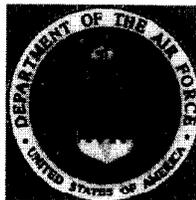
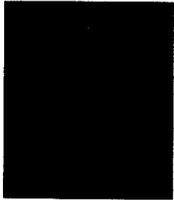
OFC SYMBOL: CSAC

PHONE #: (718)478-9203

PHONE #: (614)692-7974

FAX #: (718)429-5062

FAX #: (614)692-6920



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ADVANCE COPY OF BASIC AWARD SP0920-04-C-0356

BUYER IS SHIRLEY GREEN (614)692-7426

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	4273
CONNECTION TEL	77184295062
SUBADDRESS	
CONNECTION ID	Handy Tool
ST. TIME	06/08 15:17
USAGE T	08'41
PGS.	19
RESULT	OK

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 19

TO: THE HANDY TOOL & MFG.CO.INC.  
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WOODSIDE NY 11377-0099

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FROM: MARGARET STOUT,  
PROCUREMENT CLERK  
AGENCY: DSCC

DEFENSE SUPPLY CENTER COLUMBUS  
P O BOX 16704  
3990 E BROAD ST BLDG 20  
COLUMBUS, OHIO 43216

CAGE CODE: 91750

ATTENTION, PLEASE: KENNETH SHERMAN

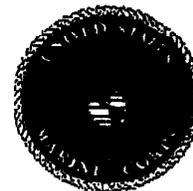
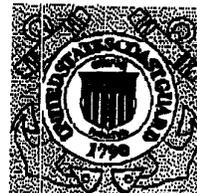
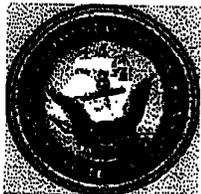
OFC SYMBOL: CSAC

PHONE #: (718)478-9203

PHONE #: (614)692-7974

FAX #: (718)429-5062

FAX #: (614)692-6920



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