

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA7	PAGE OF 1	PAGES 5
2. CONTRACT (Proc. Inst. Ident.) NO. SP0905-04-C-0181		3. EFFECTIVE DATE 2004 JUN 30	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPE03225000368		
5. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PAABCAG (614)692-2945 /FAX: (614)692-1238 E-mail: Ellen.L.Williams@dla.mil	CODE SP0900	6. ADMINISTERED BY (If other than Item 5) S3309A CMDR DCMC LONG ISLAND 605 STEWART AVE GARDEN CITY LI NY 11530-4761		CODE S3309A	
		Criticality: B		PAS: None	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) CENTROID INC 111 AMES CT. PLAINVIEW NY 11803-2307		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

CODE 21856	FACILITY CODE	11. SHIP TO/MARK FOR CODE See Schedule - Do Not Ship to Address in Block 5	12. PAYMENT WILL BE MADE BY CODE HQ0337
		HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(e) () <input type="checkbox"/> 41 USC 253(e) ()	14. ACCOUNTING AND APPROPRIATION DATA EG: 97X4930 5CE0 001 26.0 S33150
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				

15G. TOTAL AMOUNT OF CONTRACT **\$353635.00**

16. TABLE OF CONTENTS							
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X	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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	G	CONTRACT ADMINISTRATION DATA		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 SP090504RA329 , 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. Contractor's letters dated (and amendments 0001) June 14, 2004
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER LISA SPANG Contracting Officer
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED JUN 30 2004
BY _____ (Signature of person authorized to sign)	BY Lisa Spang (Signature of Contracting Officer)

CONTINUATION SHEET

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SECTION B

PR: YPE03225000368
NSN: 5865-00-188-7082

ITEM DESCRIPTION:

CONVERTER, DUAL FREQ
CONTROLLING REFERENCE 97942 581R152 REV-G
IF THE APPLICABLE (OEM OR MILITARY) DRAWING,
SPECIFICATION, STANDARD, OR QUALITY ASSURANCE
PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY
LEVEL (AQL). THE SAMPLING ACCEPTANCE NUMBER
SHALL BE REDUCED TO ZERO (0). FOR EXAMPLE IF
THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3)
DEFECTS AND REJECT ON (4) DEFECTS. THE NEW
ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS
AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN
THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE
SAMPLE SIZE REMAINS THE SAME.

BID SET AVAILABLE

FULL AND OPEN COMPETITION APPLIES.

FIRST ARTICLE CONTRACTOR TESTING
FIRST ARTICLE UNITS SHALL BE TESTED IAW
THE GOVERNMENT APPROVED TEST PROCEDURE.
THE TEST PROCEDURE SHALL COMPLY WITH THE
SPECIFICATIONS AND QUALITY ASSURANCE PROVISIONS
OF THE POD'S PRIME CONTRACTOR'S DRAWINGS AS
WELL AS ALL DOCUMENTATION REFERENCED IN THE
ENGINEERING DATA LIST OF THIS CONTRACT.
DRAWING PDS21922 IS A CLASSIFIED DRAWING.
DD FORM 254 IS REQUIRED.

GOVERNMENT FAT TESTING
THE CONTRACTOR SHALL SUBMIT 2 EACH FIRST
ARTICLE SAMPLES TO THE GOVERNMENT FOR TEST,
INSPECTION AND EVALUATION.

ACCEPTANCE TESTING
ALL PRODUCTION UNITS SHALL BE TESTED IAW THE
GOVERNMENT APPROVED TEST PROCEDURE.

CRITICAL APPLICATION ITEM

NORTHROP GRUMMAN (97942) P/N 581R152H02

I/A/W DRAWING NR 97942 580R100
REFNO DTD 66 MAY 03

CONTINUED ON NEXT PAGE

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SECTION B

AMEND NR H DTD 81 MAY 06
 TYPE NUMBER:
 SPECIFICATION CONTROL

I/A/W DRAWING NR 97942 581R152
 BASIC DTD 72 DEC 09
 AMEND NR G DTD 78 APR 27
 TYPE NUMBER: 581R152H02
 SELECTED ITEM

I/A/W DRAWING NR 97942 PDS21922
 REFNO DTD 02 JUN 18
 AMEND NR K DTD 02 JUN 18
 TYPE NUMBER: CLASSIFIED
 DETAILED DRAWING

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	YPE03225000368	0001	25	EA	\$3480.00000	\$87000.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

510 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AB	YPE03225000368	0001	15	EA	\$3480.00000	\$52200.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

540 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AC	YPE03225000368	0001	15	EA	\$3480.00000	\$52200.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

570 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AD	YPE03225000368	0001	15	EA	\$3480.00000	\$52200.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

600 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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SECTION B

PR CONT'D
 0001AE YPE03225000368 0001 15 EA \$3480.00000 \$52200.00

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

630 DAYS ADO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	YPE03225000368	0001	8	EA	\$3480.00000	\$27840.00

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

660 DAYS ADO

PREP FOR DELIVERY

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

QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNSS = X:
 UNIT CONT = ED: OPI = O:
 INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

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.

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SECTION B

PR CONT'D

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 95304-5000

NON-MILSTRIP
PROJ

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9907 Contractor First Article Test (FAT) 270 DAYS	1	TE	\$29995.00	\$29995.00

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 2004 JUL 13	4. REQUISITION/PURCHASE REQ. NO. YPE03225000368	5. PROJECT NO. (If applicable)	
6. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Initiator: April Charlton PCCPA05 (614)692-1302 / FAX: (614)693-1630 E-mail: April.Charlton@dla.mil	CODE SP0900	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) CENTROID INC 111 AMES CT. PLAINVIEW NY 11803-2307			(X) 9A. AMENDMENT OF SOLICITATION NO. SP0905-04-R-A329	X 9B. DATED (SEE ITEM 11) 2004 MAR 12
CODE 31854 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. Accounting and Appropriation Data (If required)

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

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

Return Amendment To:
 Defense Supply Center Columbus
 ATTN: DSCC-PBA (Bldg. 20, Room A2N733)
 P.O. Box 3990
 Columbus, OH 43218-3990

NSN: 5865-00-188-7082
 Previous Opening/Closing Date: 2004 MAR 12
 Extended to: 2004 APR 07 Time: 1:00 p.m. Eastern Standard Time

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

15A. NAME AND TITLE OF SIGNER (Type or print) MARC A. STARR SALES ENGINEER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) L. STARR Contracting Officer
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 7/13/04
16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED JUL 13 2004

CONTINUATION SHEET

Reference Number of Document Being Continued:
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INCORPORATE THE FOLLOWING CLAUSES

IS1 - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DFARS 252.219-7004) (JUN 1997)

NOTE: Use instead of DFARS 252.219-7003 and FAR 52.219-9 when contractors have comprehensive subcontracting plan approved under test programs.

IS5 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DLAD 52.215-9003) (DEC 1997)

IS6 - NOTICE OF SUBCONTRACTING PLAN (DFARS 252.219-9003) (FEB 2003)

(Applicable only to offers in excess of \$300,000 inclusive of option value.)

When requested by the Contracting Officer, the apparent successful offeror must submit within fifteen (15) calendar days its subcontracting plan in accordance with FAR 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate 1 (for sealed bid acquisitions), which are incorporated by reference, or furnish evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award. Failure to respond to the Contracting Officer's request by furnishing a subcontracting plan or evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award shall be cause for rejection of offer. Where a commercial product is offered and a company/division wide plan has been previously submitted and approved, the offeror shall submit a copy of the approved plan along with evidence of prior approval. A sample subcontracting plan format is available for use at http://www.dsc.cba.mil/downloads/bcc/subcontracting_plan_form.at.doc

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

NOTE 2: If the contract contains a requirement to send a copy of the SF294 Subcontracting Report for Individual Contracts to the AGO at DCMAC; a copy of the SF294 report is also to be submitted to DSCC-CO, P.O. Box 1990, Columbus, OH 43218-6000. Fax number 614-692-4920.

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

II07 - JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT - CONTRACTOR REPORTING (DLAD 52.215-9006) (DEC 1997)

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

II08 - REOPENER CLAUSE - COST-SPECIFIED ITEM (DLAD 52.217-9004) (JAN 1995) (Over \$500,000)

(a) At the time the price for this contract was established, the amount of costs anticipated in the performance of this contract could not be established with any reasonable certainty, due to

(b) To achieve an award in the face of this uncertainty, it was agreed that:
(1) The contract price for the contract line item numbers (CLINs) designated in (4) below were based in part on

(2) The direct cost shown in (1) above was used in determining the amounts identified in (4) below attributable to this contingency, which were included in the contract prices for such CLINs, and which amounts serve as the basis for any price adjustments under this clause.
(3) Within 30 days from

the Contractor shall submit, using SF Form 1411, its calculations of the revised CLIN prices identified in (a) below,
(4) Pending such submission, the following contingent amounts for direct costs plus associated indirect costs and profit for the item identified in paragraph (a) were incorporated into the contract unit prices at time of award (basis and any options) for this item:

CLIN Amount for Item in CLIN Unit Prices

II09 - REOPENER CLAUSE - PRICING INDIRECT RATE PROPOSAL (DLAD 52.217-9005) (JAN 1995)

(a) At the time the price for this contract was established, agreement could not be reached on indirect expense rates due to

However, agreement was reached that

of the contract price is subject to adjustment in accordance with the provisions of this clause.

(b) Within 30 days from the Contractor shall submit an indirect cost rate proposal to the cognizant administrative contracting officer. Simultaneously, the Contractor shall submit a supplemental proposal to the procuring Contracting Officer for purposes of adjusting the contract price and option price, whether or not such option has been exercised. The supplemental proposal shall (1) use the methodology, direct costs, and profit indicated in paragraph (a), (2) be supported by cost or pricing data (FAR 15.801), and a Certificate of Current Cost or Pricing Data (FAR 15.804-4), and (3) include the effect of accounting system changes and contract modifications which may impact the amount of the adjustment. In no event, will an upward adjustment result in a finalized contract price which exceeds

L23 - SOCIOECONOMIC PROPOSAL (DLAD 52.215-9002) (MAR 1996)

L39 - JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DLAD 52.215-9004) (DEC 1997)

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small disadvantaged, and women-owned small businesses).

M03 - SOCIOECONOMIC EVALUATION (DLAD 52.215-9003) (MAR 1998)

M05 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DLAD 52.215-9002) (DEC 1997)

M32 - JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DLAD 52.215-9005) (DEC 1997)

CONTINUATION SHEET	Reference Number of Document Being Continued:	PAGE	OF	PAGES
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The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 51.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Command activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

EQUIPMENT AND INSTRUMENTATION
ELECTRONIC

CENTROID, INC. 111 AMES COURT, PLAINVIEW, NEW YORK 11803
Cage Code 21856 TEL: 516-349-0070 FAX: 516-349-9141
Email : CENTROIDINC@EARTHLINK.NET

June 14,2004
FAX 614-693-1630

DEFENSE SUPPLY CENTER COLUMBUS
3990 EAST BROAD STREET
COLUMBUS, OHIO 43216

ATTN: APRIL CHARLTON

SUBJECT SOLICITATION # SP0905-04-R-A329(YPE03225000368)

DEAR MS. CHARLTON,

WITH REFERENCE TO THE SUBJECT SOLICITATION, OUR TELEPHONE CONVERSATION OF THIS MORNING , AND YOUR REQUEST , WE HEREIN SUBMIT OUR BEST AND FINAL OFFER AS FOLLOWS:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE
0001	93 EACH	5865-00-188-7082 CONVERTER (21856) P/N 581R152H02	\$3480.00 EACH

NOTE: ALL OTHER PRICE BREAKS REMAIN UNCHANGED

ALL OTHER TERMS AND CONDITIONS OF OUR ORIGINAL PROPOSAL AND ANY SUBSEQUENT AMENDMENTS REMAIN UNCHANGED AND IN EFFECT JULY 14, 2004.

CENTROID, INC.


LINDA SACCULLO
SALES ASSISTANT

EQUIPMENT AND INSTRUMENTATION
ELECTRONIC

CENTROID, INC. 111 AMES COURT, PLAINVIEW, NEW YORK 11803
Cage Code 21856 TEL: 516-349-0070 FAX: 516-349-9141
Email : CENTROIDINC@EARTHLINK.NET

June 14, 2004
FAX 614-693-1630

DEFENSE SUPPLY CENTER COLUMBUS
3990 EAST BROAD STREET
COLUMBUS, OHIO 43216

ATTN: APRIL CHARLTON

SUBJECT SOLICITATION # SP0905-04-R-A329(YPE03225000368)

DEAR MS. CHARLTON,

WITH REFERENCE TO THE SUBJECT SOLICITATION, AND YOUR REQUEST, THIS IS TO CONFIRM DELIVERY FOR CLIN9907 (FIRST ARTICLE) IS 270 DAYS AFTER RECEIPT OF ORDER.

ALL OTHER TERMS AND CONDITIONS OF OUR ORIGINAL PROPOSAL AND SUBSEQUENT AMENDMENTS REMAIN UNCHANGED.

Very truly yours,
CENTROID, INC.


LINDA SACCULLO
SALES ASSISTANT

PBAB/SW

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 5000-0002
Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (5000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will 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. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER		2. (X one)	B. DATE/TIME RESPONSE DUE
SP0905-04-R-A329		<input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	2004 APR 07 1:00 PM

INSTRUCTIONS

Note: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

- If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
- Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code)	5. ITEMS TO BE PURCHASED (Brief description)
Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010	5865-00-188-7082 CONVERTER, DUAL FREQ

6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR ITUD ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION
This is a RFP with a 100 option. First Article Testing and a DD 254 is required. See clauses I-30 and M-21.

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial)	b. ADDRESS (Include Zip Code)
April Charlton, PCCPA05	Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010
c. TELEPHONE NUMBER (Include Area Code and Extension)	d. E-MAIL ADDRESS
(614) 692-1302	April.Charlton@dla.mil

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)
Centroid, Inc.	111 Ames Court, Plainview, NY 11803

c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyymmdd)
Rodechko Paul	Sales Engineer		20040405

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA7		PAGE OF PAGES 1 25	
2. CONTRACT NO.		3. SOLICITATION NO. SP0905-04-R-A329		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2004 MAR 12	
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0900		8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-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			
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 Bldg), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 APR 07
 FAX Number(s): (614) 692-4275 (Hour) (Date)

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

10. FOR INFORMATION CALL →	A. NAME April Charlton, PCCPA05	C. E-MAIL ADDRESS April.Charlton@dla.mil
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1302 / FAX: (614)693-1630	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE					
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	10
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	15
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	6	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	16
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	8				
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	L	INSTRS., CONDS. AND NOTICES TO OFFERORS	18
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	19

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	Net %	%
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 Centroid, Inc. 111 Arnes Court Plainview, NY 11803	CODE 21806	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN PAUL RODECHKO SALES ENGINEER
---	----------------------	----------	--

15B. TELEPHONE NO. (Include area code) 516-349-0070	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Paul Rodechko</i>	18. OFFER DATE 4-5-04
15D. FAX NO. 516-349-9141	15E. E-MAIL ADDRESS Centroid.Inc@earthlink.net		

AWARD (To be completed by Government)

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

SECTION B

PR: YPE03225000368
NSN: 5865-00-188-7082

ITEM DESCRIPTION:

~~CONVERTER, DUAL FREQ~~
CONVERTER, DUAL FREQ
CONTROLLING REFERENCE 97942 581R152 REV-G
IF THE APPLICABLE (OEM OR MILITARY) DRAWING,
SPECIFICATION, STANDARD, OR QUALITY ASSURANCE
PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY
LEVEL (AQL). THE SAMPLING ACCEPTANCE NUMBER
SHALL BE REDUCED TO ZERO (0). FOR EXAMPLE IF
THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3)
DEFECTS AND REJECT ON (4) DEFECTS. THE NEW
ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS
AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN
THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE
SAMPLE SIZE REMAINS THE SAME.

MIL-I-45208/A
APPLIES TO THIS P.O.

BID SET AVAILABLE

FULL AND OPEN COMPETITION APPLIES.

FIRST ARTICLE CONTRACTOR TESTING
FIRST ARTICLE UNITS SHALL BE TESTED IAW
THE GOVERNMENT APPROVED TEST PROCEDURE.
THE TEST PROCEDURE SHALL COMPLY WITH THE
SPECIFICATIONS AND QUALITY ASSURANCE PROVISIONS
OF THE POD'S PRIME CONTRACTOR'S DRAWINGS AS
WELL AS ALL DOCUMENTATION REFERENCED IN THE
ENGINEERING DATA LIST OF THIS CONTRACT.
DRAWING PDS21922 IS A CLASSIFIED DRAWING.
DD FORM 254 IS REQUIRED.

GOVERNMENT FAT TESTING
THE CONTRACTOR SHALL SUBMIT 2 EACH FIRST
ARTICLE SAMPLES TO THE GOVERNMENT FOR TEST,
INSPECTION AND EVALUATION.

ACCEPTANCE TESTING
ALL PRODUCTION UNITS SHALL BE TESTED IAW THE
GOVERNMENT APPROVED TEST PROCEDURE.

CRITICAL APPLICATION ITEM

NORTHROP GRUMMAN (97942) P/N 581R152H02

I/A/W DRAWING NR 97942 580R100

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NOTE: JN B

REFNO DTD 66 MAY 03
AMEND NR H DTD 81 MAY 06
TYPE NUMBER:
SPECIFICATION CONTROL

I/A/W DRAWING NR 97942 581R152
BASIC DTD 72 DEC 09
AMEND NR G DTD 78 APR 27
TYPE NUMBER: 581R152H02
SELECTED ITEM

I/A/W DRAWING NR 97942 PDS21922
REFNO DTD 02 JUN 18
AMEND NR K DTD 02 JUN 18
TYPE NUMBER: CLASSIFIED
DETAILED DRAWING

Price Break Range:

Qty. _____ 10 to _____ 25	EA	\$ <u>6885⁰⁰</u>
Qty. _____ 26 to _____ 55	EA	\$ <u>6585⁰⁰</u>
Qty. _____ 56 to _____ 110	EA	\$ <u>3495⁰⁰</u>
Qty. _____ 111 to _____ 150	EA	\$ <u>3455⁰⁰</u>
Qty. _____ 151 to _____ 200	EA	\$ <u>3395⁰⁰</u>

WE HEREIN REQUEST WAIVER OF FIRST ARTICLE REQUIREMENT FOR CENTROID INC FOR THIS SOLICITATION DUE TO SIMILARITY. YOU ARE BUYING NSN 5865-00-188-7082, P/N 581R512H02. CENTROID INC HAS PREVIOUSLY RECEIVED FIRST ARTICLE APPROVAL ON 5865-00-188-7072EW P/N 581R152H03. COPIES ARE ATTACHED AND IS IN FACT CURRENTLY SUPPLYING THIS ITEM ON SP0920-03-M-5926. THE MECHANICAL CONFIGURATION WILL BE IDENTICAL TO THAT PREVIOUSLY APPROVED AND SUPPLIED TO THE UNITED STATES AIR FORCE UNDER F09603-86-C-3556. PLEASE NOTE THAT WHILE WE HAVE QUOTED FIRST ARTICLE ON THE SOLICITATION, IF GRANTED APPROVAL BY SIMILARITY THE GOVERNMENT WOULD SAVE THE \$29,995.00 LOT CHARGE AS WELL AS THE TIME NECESSARY TO CONDUCT FIRST ARTICLE

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPE03225000368	0001	93	EA	\$ <u>3495⁰⁰</u>	\$ _____

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

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SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNSS = X:
UNIT CONT = ED: OPI = 0:
INTRMDTE CONT - DO: INTRMDTE CONT QTY - AAA:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

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:

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

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SECTION B

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9907		1	TE	\$ 29,995 ⁰⁰	\$ _____

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

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

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED SP090504RA329	PAGE 6 OF 25 PAGES
NAME OF OFFEROR OR CONTRACTOR			
SECTION B			
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT PRICE
			AMOUNT

MIPR/PR NO. YPE03225000368

NSN: 5865-00-188-7082

ITEM DESCRIPTION: Converter, Dual Freq

THIS SOLICITATION INCLUDES AN OPTION QUANTITY IN ACCORDANCE WITH CLAUSE I-30. 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. THE AVERAGE PRICE OF THE PRICE BREAK OPTION CLIN WILL BE USED FOR EVALUATION PURPOSES. NOTE: FAILURE TO SUBMIT AN OFFER ON THE BASIC OPTION QUANTITY CLIN AND PRICE BREAK OPTION CLIN MAY RESULT IN REJECTION OF THE BID/OFFER.

 For the BASIC OPTION QUANTITY CLIN, please enter the unit price 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>Option Exercised</u>
5001	93	\$ <u>3635⁰⁰</u>	Within Full Option Period

.....
 For the PRICE BREAK OPTION CLIN, please enter the unit price and delivery which would be applicable if the option were exercised within the specified period.

	<u>Price Break Option Quantity</u>			<u>OPTION</u>
5002	10-25	\$ <u>7155⁰⁰</u>	<u>280</u>	Days After Award Date *
	26-55	\$ <u>6845⁰⁰</u>	<u>280</u>	Days After Award Date <i>Option</i>
	56-110	\$ <u>3635⁰⁰</u>	<u>310</u>	Days After Award Date <i>Option</i>
	111-150	\$ <u>3595⁰⁰</u>	<u>340</u>	Days After Award Date <i>Option</i>
	151-200	\$ <u>3535⁰⁰</u>	<u>360</u>	Days After Award Date <i>Option</i>

* Assumes First Article approval has been received at time of issuance of option if not based upon days after receipt of First Article approval.

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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.dia.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.

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

D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (FEB 2004)

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.

(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. NMCS

'999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two 'NMCS' 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).

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

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

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

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

NOTICE

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

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

Carriers may experience delays if notification requirements are not made.

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) (DSCC 52.211-9C28)

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.

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

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

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

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

SECTION 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.

SECTION E

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

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)

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

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

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

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

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

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

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9900, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

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

(c) Inspection Points:

SUPPLIES

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

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

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

() Same as above

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

Applicable to CLIN(s):

Applicable to CLIN(s):

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

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

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

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

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

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2004)

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

E26 - COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)

The Contractor agrees that the supplies or services furnished under this contract () shall () shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (FEB 2004)

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130L. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130L.

DSCC Exclusions:

(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause DSCC 52.246-9C34 applies):

(1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .109 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.

(2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.

(3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the

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manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130L.

E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (FEB 2004)

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129P, 'Marking for Shipment and Storage'. In addition to MIL-STD-129P requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD-129P marking. If the marking space on the MIL-STD-129P identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

(a) Semiconductor Devices procured under MIL-PRF-19500M:

- (1) Part or Identifying Number (PIN)
- (2) Manufacturer's ID and symbol
- (3) Lot identification code and code of assembly plant (if applicable)
- (4) Beryllium oxide identifier (if applicable)
- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)

(b) Microcircuits procured under MIL-M-38510J, Notice 1:

- (1) PIN
- (2) Identification code
- (3) Manufacturer's identification
- (4) Manufacturer's designation symbol
- (5) Country of origin
- (6) 'JAN' certification mark
- (7) Special marking
- (8) Electrostatic discharge sensitivity identifier

(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification

- (1) Identification number
- (2) Manufacturer's identification
- (3) Manufacturer's date code

(d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation CX or ZZ, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129P.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129P.

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).

(b) MULTIPACKS:

- (1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded.
- (2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine

of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129P. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD-129P is required.

6. Parcel Post APO/PPO Shipments: The statement 'Contents for Official Use - Exempt from Customs Requirements' be annotated above the mailing address.

7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.

8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129P.

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 52.247-56 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)
- FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)
- FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)
- FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

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

- (b) Percent increase
Percent decrease

This increase or decrease shall apply to:
ALL

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

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

(b) DSCC Administered orders:

- (1) DSCC-OT, PO Box 1990, 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.dacc.dla.mil/refs/provclauses/>.

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

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

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 P04, 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.

F1a - TIME OF DELIVERY (First Article) (DSCC 52.211-9C33) (JUL 2002)

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

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

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
9907	180

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

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
5865-00-188-7082	50	330
BALANCE OF 30	AT A RATE OF EVERY 30	DAYS THEREAFTER.
BALANCE OF	AT A RATE OF EVERY	DAYS THEREAFTER.
BALANCE OF	AT A RATE OF EVERY	DAYS THEREAFTER.

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

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

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

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
9907	270

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
0001	25	180 after F.A. appr.
BALANCE OF 15	AT A RATE OF EVERY	30 DAYS
BALANCE OF THEREAFTER.		
BALANCE OF 15	AT A RATE OF EVERY	30 DAYS
BALANCE OF THEREAFTER.		
BALANCE OF 15	AT A RATE OF EVERY	30 DAYS
BALANCE OF THEREAFTER.		

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

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

REQUIRED DELIVERY SCHEDULE (FAT WAIVED)

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
5865-00-188-7082	50	120
BALANCE OF 30	AT A RATE OF EVERY 30	DAYS THEREAFTER.
BALANCE OF	AT A RATE OF EVERY	DAYS THEREAFTER.
BALANCE OF	AT A RATE OF EVERY	DAYS THEREAFTER.

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

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
0001	25	180
BALANCE OF 15	AT A RATE OF EVERY	30 DAYS
BALANCE OF THEREAFTER.		
BALANCE OF 15	AT A RATE OF EVERY	30 DAYS
BALANCE OF THEREAFTER.		
BALANCE OF 15	AT A RATE OF EVERY	30 DAYS
BALANCE OF THEREAFTER.		

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

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

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

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

SECTION H

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

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Applicable with FAR 52.222-35)
 FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
 FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (DEC 2001)

FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)

FAR 52.227-1 - Authorization and Consent (JUL 1995)

FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003)

FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)

FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998)

FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)

FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992)

FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)

FAR 52.232-1 - Payments (APR 1984)

FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)

FAR 52.232-11 - Extras (APR 1984)

FAR 52.232-17 - Interest (JUN 1996)

FAR 52.232-23 - Assignment of Claims (JAN 1986)

FAR 52.232-25 - Prompt Payment (OCT 2003)

FAR 52.233-1 - Dispute (JUL 2002), Alternate I (DEC 1998)

FAR 52.233-3 - Protest After Award (AUG 1996)

FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)

FAR 52.242-13 - Bankruptcy (JUL 1995)

FAR 52.244-2 - Subcontracts (AUG 1998)

FAR 52.244-5 - Competition in Subcontracting (DEC 1996)

FAR 52.245-1 - Property Records (APR 1984)

FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)

FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)

FAR 52.246-23 - Limitation of Liability (FEB 1997)

FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)

FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)

FAR 52.248-1 - Value Engineering (FEB 2000)

FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)

FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II

FAR 52.249-8 - Default (APR 1984)

FAR 52.253-1 - Computer Generated Forms (JAN 2001)

DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Offenses (MAR 1999)

DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)

DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)

DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)

DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)

DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)

DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)

DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)

DFARS 252.215-7002 - Cost Estimating System Requirements (Over \$550,000) (OCT 1998)

DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1996)

DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)

DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)

DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)

DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)

DFARS 252.225-7002 - Qualifying Country Sources as

SECTION I

ID1 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.251-2) (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/logisticpolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)

FAR 52.203-3 - Gratuities (APR 1984)

FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)

FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)

FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)

FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)

FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified information is required.)

FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)

FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

FAR 52.211-5 - Material Requirements (AUG 2000)

FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)

FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)

FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)

FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$550,000) (OCT 1997)

FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)

FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)

FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)

FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)

FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (JAN 2004)

FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)

FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)

FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)

FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)

FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)

FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)

FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)

FAR 52.222-3 - Convict Labor (JUN 2003)

FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)

FAR 52.222-13 - Child Labor - Cooperation with Authorities and Remedies (JAN 2004)

FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)

FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)

FAR 52.222-26 - Equal Opportunity (APR 2002)

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Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7021 - Trade Agreements (Over \$175,000) (JAN 2004)
~~DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)~~
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)
 DFARS 252.225-7036 - Buy American Act-Free Trade Agreements -Balance Of Payments Program (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 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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

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

1110a - CENTRAL CONTRACT REGISTRATION (FAR 52.204-7) (OCT 2003)

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

112 - 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 ()

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

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

(b) The Offeror agrees to complete this clause and provide

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

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

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes () No ()

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

Yes () No ()

If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes () No ()

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes () No ()

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

Yes () No ()

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

(5) The material has data plates attached.

Yes () No () If yes, the Offeror must state below all information contained thereon, or forward a copy or

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

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

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

Agency

Contract Number

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

Specification/Drawing Number

Revision (if any)

Date

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

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

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

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

() For DRMS Commercial Venture (CV) Sales, the shipment

receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

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

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

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

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

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

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

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

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

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

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

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

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14 25130 - OPTIONS FOR INCREASED QUANTITY (DSCC 52.217-9C03)
(OCT 2001)

(a) The Government may require delivery of additional supplies in accordance with the CLIN(S) identified as Option CLIN(S) in Section B.

(b) The option may be exercised in one or more increments at the time of award and after award during the period of the contract delivery schedule minus 14 days. The total amount of supplies ordered under this option will not exceed the maximum specified in Section B but may be less than the maximum amount. A written notice mailed or otherwise furnished by the DSCC contracting officer to the contractor within the time specified shall constitute an exercise of the option.

Delivery schedule is defined as follows:

(1) The delivery schedule means a period of time from the date of award to the last scheduled delivery date of any CLIN, including CLINs added by modification (other than option exercises) as stated in the modification.

(2) Modifications extending the delivery schedule shall be interpreted as extending the option period, unless otherwise stated in the modification.

(3) Modifications accelerating the delivery schedule shall NOT be interpreted as reducing the option period, unless otherwise stated in the modification.

(c) Prior to option exercise, the contractor voluntarily may reduce option price or improve delivery time by written notice to the contracting officer.

(d) Delivery of supplies ordered pursuant to this clause shall be required within the same number of days as the original contract quantity, computed from date of option exercise. However, if First Article Testing is required under the contract and the First Article Test has been waived or passed at time of award of the option, delivery time for option quantities shall be reduced by the amount of time specified for reduction based upon FAT waiver as specified under contract clauses I43a or I44a. If additional time is required for delivery of the option quantity the contractor must submit a written request to the contracting officer within 10 days after receipt of option notice.

(e) If the specifications are changed prior to option exercise or if the option exercise specifies different delivery points or packing requirements other than stated in the contract, the price and delivery time for the option exercise quantity shall be subject to adjustment under the clause entitled 'Changes'.

(f) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

NOTE: FAILURE TO SUBMIT AN OFFER ON THE OPTION CLIN(S) IN SECTION B MAY RESULT IN REJECTION OF BID/OFFER.

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

(a) The Contractor shall test 2 unit(s) of Lot/Item Converter, Dual Freq, NSN 5865-00-188-7082 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of (X) this contract, /or () first delivery order under this contract, to:

(2 Copies) Defense Supply Center Columbus
P.O. Box 16704
ATTN: Contracting Officer - (see 'Issued By' block on page 1 of award document)
Columbus, OH 43216-8010

(1 Copy) DCMA - Administrative Contracting Officer of the Inspection Activity cited in the 'Administered By' block on page 1 of the award document, marked, 'FIRST ARTICLE TEST REPORT:
Contract Number _____, Lot/Item No. _____
Within _____ calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

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

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

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

(X) The following:

F.A.T. Report shall be mailed to: WR-ALC/LNEXP, 265 Perry St, Robins AFB, GA 31098-1607. (2) F.A. samples will be sent to: DLA Central Receiving/DDWG-ER/First Article Special Handling, Bldg 376, 455 Byron St, Robins AFB, GA 31098-1887.

DD FORM 254 IS REQUIRED.

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

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

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

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

b. The contractor shall prepare the First Article test report in accordance with the latest issue of Data Item Description DI-NDTI-80809B, entitled, 'Test/Inspection Report'. The contractor shall present the completed report to the QAAR. The QAAR shall review the report, prepare recommendations, countersign and forward two copies to the Contracting Officer at the address identified in clause I43. (Follow alternate distribution instructions if Clause I06 is included in this award.)

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

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

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

() Other:

(X) 5. Additional Notes:
Conditions of Waiver: Offerors who have previously supplied the same or similar items to the prime contractor or Air Force, have not been found unacceptable and has provided the material no more than 36M from last contract.

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

(a) The contractor shall deliver 2 unit(s) of Lot/Item CONVERTER, NSN 5865-00-188-7082 within 60 calendar days from the date of (X) this contract, / or () first delivery order under this contract to the Government at:

DLA CENTRAL RECEIVING/DDWG-ER/FIRST ARTICLE SPECIAL HANDLING, BLDG 376, 455 BYRON ST, ROBINS AFB, GA 31098-1887. KTR SHALL NOTIFY AF 10 CALENDAR DAYS PRIOR TO SHIPMENT.

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PO Box 16704, Columbus, OH 43216-5010

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 60 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.

CERTIFICATION

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

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

End of certification)

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

150 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.222-7003) (JAN 2004)

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.002 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.ed.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.

(4) Information regarding EDI formats is available on the Internet at <http://www.x12.org>.

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

(6) 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.

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

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

None

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

NOTE: The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

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

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

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

WARNING

Contains (or manufactured with, if applicable)

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

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

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

MATERIAL (If none, insert 'None') ACT

None

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

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

167 - DUTY FREE ENTRY (DFARS 252.225-7013) (JAN 2004)

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

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

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

Item:

Contract Description:

Line Items:

Quantity:

Total:

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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/>

- () DSCC Pricing Data Not Required 10-95
- () 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
- ()
- ()

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

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

- (X) DD FM 1423 Contract Data Requirement List JUN 90
- EXHIBIT No. ---
- W/ATCH No. ---
- (X) DD FM 254 Contract Security Classification Specification DEC 99

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

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

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

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

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

I119 - GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (FAR 52.245-2) (JUN 2003)

(X) ALTERNATE I (DEV) (APR 1984)

I126 - REPORTS OF GOVERNMENT PROPERTY (DFARS 252.245-7001) (MAY 1994)

I129 - NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)

(c) Waiver of evaluation preference. A HUBzone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreement in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

() Offeror elects to waive the evaluation preference.

SECTION J

J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

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

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	

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING	
		a. FACILITY CLEARANCE REQUIRED CONFIDENTIAL	
		b. LEVEL OF SAFEGUARDING REQUIRED CONFIDENTIAL	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>		3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>	
a. PRIME CONTRACT NUMBER X SPO90504C0181		a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD) 20040308
b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL <i>(Complete item 5 in all cases)</i>	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>			
a. NAME, ADDRESS, AND ZIP CODE Centroid, Inc 111 Ames Ct. Plainview, NY 11803-2307	b. CAGE CODE 21856	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service 120 Mineola Blvd. Suite 430 Mineola, NY 11501-4077	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE N/A	b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A	
8. ACTUAL PERFORMANCE			
a. LOCATION Same as 6a	b. CAGE CODE 21856	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Same as 6c	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT			
Converter, Dual Frequency NSN 5865-00-188-7082		NORTHROP GRUMMAN . (97942) P/N 581R152H02	
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES NO
b. RESTRICTED DATA	<input type="checkbox"/> <input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/> <input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/> <input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input type="checkbox"/> <input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/> <input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/> <input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:		e. PERFORM SERVICES ONLY	<input type="checkbox"/> <input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/> <input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS, AND TRUST TERRITORIES	<input type="checkbox"/> <input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/> <input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER AGENCY DISTRIBUTION CENTER	<input type="checkbox"/> <input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/> <input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/> <input checked="" type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/> <input checked="" type="checkbox"/>	i. HAVE TEMPENT REQUIREMENTS	<input type="checkbox"/> <input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/> <input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/> <input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/> <input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/> <input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input type="checkbox"/> <input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>	
k. OTHER <i>(Specify)</i>			

DD FORM 254, DEC 90 (EG)

Previous editions are obsolete.

PerFORM (DLA)

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Declassified date: OADR. The FREQUENCY LISTED ON NORTHROP GRUMMAN DWG PDS21922 IS "CONFIDENTIAL". Any classified information generated in performance of this subcontract shall be classified according to the markings shown on the source material.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes No

16. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsibility for inspections. Use Item 13 if additional space is needed.)

Yes No

18. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL <i>Lisa Spang</i>		b. TITLE <i>Contracting Officer</i>	c. TELEPHONE (Include Area Code) <i>614-692-7715</i>
d. ADDRESS (include Zip Code) <i>Defense Supply Center Cois 3990 E. BROAD STREET Columbus, OH 43216-5000</i>		17. REQUIRED DISTRIBUTION	
e. SIGNATURE <i>Lisa Spang</i>		<input checked="" type="checkbox"/> a. CONTRACTOR	
		<input checked="" type="checkbox"/> b. SUBCONTRACTOR	
		<input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	
		<input checked="" type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	
		<input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER	
		<input checked="" type="checkbox"/> f. OTHERS AS NECESSARY	