

AWARD/CONTRACT K	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA1	PAGE OF PAGES 1 9
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2. CONTRACT (Proc. Inst. Ident.) NO. SP0700-04-D-9738	3. EFFECTIVE DATE 30 SEP 2004	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. IQC03057007003
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5. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PPPLCAB (614)692-2714 /FAX: (614)692-4748 E-mail: Tracy.Roberts@dla.mil	CODE SP0700	6. ADMINISTERED BY (If other than Item 5) S0512A CMDR DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10 2ND FLOOR SEPULVEDA CA 91343	CODE S0512A
		Criticality:	PAS: NONE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PTI TECHNOLOGIES INC 501 DEL NORTE BLVD OXNARD CA 93030-7983	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12
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11. SHIP TO/MARK FOR CODE 05228 FACILITY CODE See Schedule - Do Not Ship to Address in Block 5	12. PAYMENT WILL BE MADE BY CODE HQ0339 HQ0339 DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 182381 COLUMBUS OH 43218-2381 EFT: T
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c)(1) () <input type="checkbox"/> 41 USC 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA CG: 97X4930 5CC0 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				

ESTIMATED ANNUAL TOTAL AMOUNT OF CONTRACT \$574,508.34

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	9
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	9
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	8		L	INSTRS., CONDS. AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9		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 SP070003R4161 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. (and amendments 0001, 0002, 0003, 0004)
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER KELLY R. VINGLE
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19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY Kelly R. Vingle (Signature of Contracting Officer)	20C. DATE SIGNED 9-30-2004
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CONTINUATION SHEET SECTION B	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0700-04-D-9738	PAGE 2 OF 9
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PTI Technologies, Inc.

1. Award: This is an Indefinite Quantity type contract. Orders may be issued on this contract for a period of one year and not to exceed five years. Supplies shall be ordered by the issuance of calls against the basic contract. Actual unit prices will be specified on individual delivery orders issued under this contract. The estimated amount in Block 15G is for administrative purposes only and is reflective of the base year only.
2. The unit prices and required delivery requirements (ADO and indicated in days) are as stated in the spreadsheet titled "SP0700-04-D-9738, Section B, PTI Technologies, Inc." on page 4.
3. The contract is for a one-year period beginning September 30, 2004 through September 29, 2005. The estimated annual contract value is \$574,508.34 totaling \$2,872,541.70 with a four-year option.
4. The minimum contract dollar amount of \$46,304.00 has been reserved and will be released as delivery orders are written against the terms of the basic contract (the minimum is based on the actual NSNs included in the contract).
5. The contract is a firm fixed price contract with economic price adjustment for each option year.
6. The Certificate of Quality Compliance, clause E16, is applicable to NSN 4330-01-125-5432.
7. Clause E22-Warranty, applies to NSN Items 36, 226, 227, and 329.
8. Minimum order limitation for Delivery Orders is \$50.00.
9. The Administration office as set forth in block 6 on page 1 of the award is applicable to the basic contract and all delivery orders with a value over \$100,000.00 and orders requiring Government Source Inspection (GSI) with a value under \$100,000.00. For orders not requiring GSI and valued under \$100,000.00, one of the following will apply:

(SC0700) (LPL) Defense Supply Center Columbus 3990 E. Broad St Columbus, OH 43216-5010	(SC0500) Defense Supply Center Philadelphia 700 Robbins Ave Philadelphia, PA 19111-5096	(SP0400) Defense Supply Center Richmond 8000 Jefferson Davis Highway Richmond, VA 23297
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10. The payment office as set forth in block 12 on page 1 of the award is applicable for delivery orders with a value over \$100,000.00. For orders having a value under \$100,000.00 and not requiring GSI, one of the following will apply:

DSCC- Construction (S33181) Defense Finance & Accounting Service Attn: DFAS-CO BVD/DPCC/CC PO Box 182317 Columbus, OH 43218-6203	DSCP (S36054) Defense Finance & Accounting Service Attn: DFAS-CO BVD/DPII/CC PO Box 182317 Columbus, OH 43218-6248
DSCC- Electronics (S33181) Defense Finance & Accounting Service Attn: DFAS-CO BVD/DPCC/CC PO Box 182317 Columbus, OH 43218-6203	DSCR (S44073) Defense Finance & Accounting Service Attn: DFAS-CO BVD/DPCG/CC PO Box 182317 Columbus, OH 43218-6231

11. **Notice to Vendor, DFAS and DCMA:** DSCC and its related organizations, DSCP and DSCR, are transitioning to a new suite of business software called Business Systems Modernization (BSM). NSN items for the Supply Centers will gradually be phased into BSM over the course of the next few years. Because of this transition, in the future delivery orders issued for some NSNs under this contract will contain information that will be slightly different than current practices. The differences are as follows:

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PTI Technologies, Inc.

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❖ The delivery order number will vary by one digit for orders issued in the BSM system. The third digit in the order number will be an "M".

Non-BSM order: SP0700-04-D-9738-0001
BSM order: SPM700-04-D-9738-0001

❖ The payment office for BSM orders will be DFAS Columbus Center, DFAS-BVDP, P. O. Box 182317, Columbus, OH 43218 (Code SL4701)

❖ The Accounting and Appropriation cite used by BSM orders is 97X4930 5CBX 001 2630 S33150

Vendors need to ensure they use the above information, which will be on the actual delivery order when invoicing or referencing the order.

As additional NSNs transition into the BSM system, more delivery orders will be issued in this manner.

NOTES:

All basic contract administration issues are to be addressed to Tracy Roberts at (614) 692-2714, by facsimile at (614) 693-1533 or by email at Tracy.Roberts@dla.mil. Any issues regarding delivery orders are to be addressed to the point of contact stated in block 6 of the delivery order.

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.

SP0700-04-D-3738 Section B
PTI Technologies, Inc. 05228

SOS Item	AM	NSN	ITEM NAME	CAGE	PTI Part Number	Estimated ADQ	UI	PTI Unit Price	Delivery	Minimum DO Qty	PIC	QCC	DPAS	Place of Inspection and Acceptance for D.O.s w/Origin Inspection
S9C 2		2910012025729	STRAINER ELEMENT,SE	05228	7579250	37	EA	\$ 25.00	130	5	2	100	DOA1	05228
S9C 36		4330008900396	FILTER ELEMENT,FLUI	05228	7586887	1425	EA	\$ 81.51	140	5	C	200	DOA1	05228
S9C 54		4330011028896	FILTER ELEMENT,FLUI	05228	7585476	2906	EA	\$ 19.25	100	10	C	200	DOA1	05228
S9C 56		4330011183171	FILTER ELEMENT,FLUI	05228	7586887	625	EA	\$ 73.15	100	5	C	200	DOA1	05228
S9C 58		4330011255432	PARTS KIT,FLUID PRE	05228	7587263	3116	KT	\$ 32.75	130	10	C	380	DOA1	05228
S9C 60		4330011350149	FILTER ELEMENT,FLUI	05228	F4E-050-BC-B	100	EA	\$ 24.95	70	7	2	100	DOA1	05228
S9G 225		1650001791899	FILTER ELEMENT,FLUI	05228	21-1C979-10	150	EA	\$ 68.72	145	5	C	007	DOA1	05228
S9G 226		1650001791996	FILTER ELEMENT,FLUI	05228	7587476	93	EA	\$ 121.35	100	3	C	003	DOA1	05228
S9G 227		1650002170577	FILTER ELEMENT,FLUI	05228	7583602	815	EA	\$ 27.00	140	10	C	007	DOA1	05228
S9G 228		1650002349350	FILTER ELEMENT,FLUI	05228	21-1125-7	62	EA	\$ 83.50	106	5	C	007	DOA1	05228
S9G 257		165000858441	FILTER ELEMENT,FLUI	05228	60652	23	EA	\$ 185.00	130	4	C	007	DOA1	05228
S9G 264		1650010136023	FILTER ELEMENT,FLUI	05228	7579874	650	EA	\$ 24.60	125	10	1	003	DOA1	05228
S9G 265		1650010136025	FILTER ELEMENT,FLUI	05228	7579870	382	EA	\$ 38.95	140	6	C	007	DOA1	05228
S9G 271		1650010224262	FILTER ELEMENT,FLUI	05228	7585098	144	EA	\$ 74.21	105	5	C	007	DOA1	05228
S9G 329		1650014061985	FILTER ELEMENT,FLUI	05228	7588429	711	EA	\$ 20.50	115	10	C	007	DOA1	05228
S9G 399		6685012088641	INDICATOR,PRESSURE	05228	7588129	11	EA	\$ 210.00	100	2	C	004	DOA1	05228
S9C 410		4330000573834	FILTER,FLUID	05228	Per Dwg/Spec in Contract.	20	EA	\$ 1,300.00	180	2	C	200	DOA1	05228
S9C 414		4330009116596	FILTER ELEMENT,FLUI	05228	Per Dwg/Spec in Contract.	3	EA	\$ 339.30	125		C	300	DOA1	05228
S9C 417		4330011041013	FILTER ELEMENT,FLUI	05228	Per Dwg/Spec in Contract.	4849	EA	\$ 23.25	120	20	C	200	DOA1	05228

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SECTION D
PACKAGING SPREADSHEET

2	2910012025729	10	1	00	XX	XX	X	D3	O		Q	U	DO	AAA	001		00
36	4330008900336	31	1	00	00	XX	X	D3	O		Q	U	DO	AAA	001		00
54	4330011028896	31	1	00	00	00	0	D4	O		Q	U	E5	AAA	001		00
56	4330011183171	31	1	00	00	XX	X	D3	O		Q	U	E5	AAA	001		00
58	4330011255432	31	1	00	00	00	0	D4	O		Q	U	E5	AAA	001		00
60	4330011350149	31	1	00	XX	XX	X	D3	O		Q	U	DO	AAA	001		00
225	1650001791899	31	1	00	00	00	0	D4	M	C	H		E5	AAA	001	N	
226	1650001791996	31	1	XX	XX	XX	X	D3	O	E	Q		XX	AAA	001	N	
227	1650002170577	31	1	XX	XX	XX	X	D3	O	E	Q		XX	AAA	001	N	
228	1650002349350	31	1	XX	XX	XX	X	D3	O	E	Q		00	000	001	N	
257	1650008558441	31	1	00	XX	XX	X	D3	O	E	H		XX	AAA	001	N	
264	1650010136023	31	1	XX	GH	XX	X	D3	O	E	Q		00	000	001	N	
265	1650010136025	31	1	XX	GH	XX	X	D3	O	E	Q		00	000	001	N	
271	1650010224262	10	1	00	GB	XX	X	E5	O	C	H		E5	AAA	001	N	
329	1650014061985	10	1	00	XX	XX	X	ZZ	O	E	Q		D3	AAA	001	N	
399	6685012088641	10	1	00	XX	NA	X	D3	O	E	Q		E5	AAA	001	P	
410	4330000573834	31	1	00	XX	XX	X	D3	O		Q	U	DO	AAA	001		00
414	4330009116596	31	1	00	00	00	0	D3	O		Q	U	DO	AAA	001		00
417	4330011041013	31	1	00	00	00	0	D4	O		Q	U	E5	AAA	001		00

Supplemental Data:

Item 58, NSN 4330011255432: Each unit package will be marked with the NSN, Contract Number, Lot Number, Contractor CAGE Code, Manufacturer CAGE Code, and Part Number.

Item 329, NSN 1650014061985: The unit container shall be a rigid plastic tube.

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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.

NOTICE

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

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

Carriers may experience delays if notification requirements are not made.

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

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

SECTION D

D11C01 52.211-9008 BAR CODING (APPLICABLE TO DSCC, DSCP AND DSCR ONLY) (FEB 2004) DLAD

(a) This bar coding requirement is applicable only to solicitations and awards issued by DSCC, DSCP, and DSCR that required shipments of material to a location other than a DLA Distribution Depot (i.e., direct vendor delivery (DVD)). This

clause requires a linear bar code only.

(b) In addition to other marking requirements in this contract, the following separate lines of bar coded data, with

Human Readable Interpretation (HRI) printed directly below the element, shall be provided:

- (1) Document number and suffix.
- (2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number).
- (3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, followed by an 'A' and eight zeros.
- (c) These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c, it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed

to the outside of the shipping container.

(d) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with ISO/IEC-16388.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.
In bar code element 2 above, the NSN will appear as a 13-digit

code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

- S9C - Defense Supply Center Columbus - Construction
- S9E - Defense Supply Center Columbus - Electronics
- S9G - Defense Supply Center Richmond
- S9I - Defense Supply Center Philadelphia - General and Industrial
- S9T - Defense Supply Center Philadelphia - Clothing and Textiles
- S9M - Defense Supply Center Philadelphia - Medical Materiel
- S9P - Defense Supply Center Philadelphia - Perishable Subsistence
- S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

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

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

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN

EACH LINE.

A copy of ISO/IEC-16388 is available from:
The American National Standards Institute
25 West 43rd Street
New York, NY 10036
Or through www.ansi.org or www.iso.ch.

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

(a) MIL-STD-129, Revision F, dated December 15, 2002, establishes the requirement for Contractors that ship packaged material to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MGLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages)

for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number.

The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1340 1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.

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

(d) This clause does not apply to -

- (1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;
- (2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or
- (3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 Kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

- S9C - Defense Supply Center Columbus - Construction
- S9E - Defense Supply Center Columbus - Electronics
- S9F - Defense Energy Support Center
- S9G - Defense Supply Center Richmond
- S9I - Defense Supply Center Philadelphia - General and

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Industrial
 S9T - Defense Supply Center Philadelphia - Clothing and Textiles
 S9M - Defense Supply Center Philadelphia - Medical Materiel
 S9P - Defense Supply Center Philadelphia - Perishable Subsistence
 S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

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

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

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

A copy of ISO/IEC-16388 is available from:
 The American National Standards Institute
 25 West 43rd Street
 New York, NY 10036 or through www.ansi.org or www.iso.ch.

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.

D02c - PACKAGING AND MARKING REQUIREMENTS (FEB 2004) (DSCC 52.246-9C40)

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

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

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

- (a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
 (b) The document(s) shall include the following:
 Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, 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)

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

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

(2) Military Shipping Labels (MSL) are required on all shipments (see DLAD 52.211-9010). Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).

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

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

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

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

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

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

SECTION E

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

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

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

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

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

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

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

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

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

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

(c) Inspection Points:

SUPPLIES

(X) Same as Offeror
 Applicable to CLIN(s): See Section B Spreadsheet

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

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

E16 - CERTIFICATE OF QUALITY COMPLIANCE (DLAD 52.246-9000) (DEC 1994)

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

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

E31 - REPACKAGING BEFORE VENDOR NOTIFICATION (DSCC 52.246-9C36) (AUG 1999)

SECTION F

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

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

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000

Telephone (614) 692-2175

Telephone (614) 692-7038 ('S9C' - Construction)

Telephone (614) 692-7039 ('S9E' - Electronics)

(COLLECT CALLS WILL NOT BE ACCEPTED)

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

(X) Same as Offeror

Applicable to CLIN(s): see section B spreadsheet.

() Same as above

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

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

Applicable to CLINS per Delivery Order.

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

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

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

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.

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

NSN(S)	QUANTITY THAT MAY BE ORDERED ANY CALENDAR MONTH	WITHIN THE NUMBER OF DAYS STATED BELOW	
		GOVT REQUIRED	OFFERORS PROPOSED
ALL	LIMITATIONS	SEE SECTION B	SPREADSHEET
Each additional	Up to each (or less) ADD:		
Each additional	Up to each (or less) ADD:		
Each additional	Up to each (or less) ADD:		
Each additional	Up to each (or less) ADD:		
Each additional	Up to each (or less) ADD:		

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

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Government reserves the right to make awards on the basis of delivery.

SECTION J

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

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

CONTRACTOR E-MAIL	dtd 7-7-2004	Encl # 1	2 PAGES
SUBCONTRACTING PLAN	dtd 7-14-2004	Encl # 2	5 PAGES
RFP PG 25 OF 51	dtd 2-9-2004	Encl # 3	1 PAGE
	dtd	Encl #	

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

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

SECTION G**G03 - NOTES TO CONTRACT ADMINISTRATION OFFICE:**

a. Delinquency Reports - In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

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.

Address for ICM is as follows:

(X) DLA, Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC- PLS MULLET
Columbus, OH 43216-5000

() b. Guaranteed Maximum Shipping Weights or Dimensions.
DLAD 52.247-9000 is not applicable.

() c. This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

CLIN(s)

() d. Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are:

CLIN(s)

() e. Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review your decisions to adjust prices in accordance with EPA clause.

f. Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.406-1(b).

SECTION I

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

I27a - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD FOR INDEFINITE DELIVERY CONTRACTS) (DSCC 52.216-9C41a) (APR 2000)

The base index for computation of adjustments under clause I27 of this contract for the first option year 176.4, which is the revised final index for April 2004 (month, year).

I77 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024) (MAR 2000)

Roberts, Tracy S (DSCC)

From: Rubin, Sharon [srubin@ptitechnologies.com]
Sent: Wednesday, July 07, 2004 12:06 PM
To: Roberts, Tracy S (DSCC)
Subject: RE: Subcontracting Plan 03-R-4161

Tracy,

Please be advised that we have found that almost all of the Small Disadvantaged Businesses PTI subcontracts with did/do not want to go through the efforts to become a "Certified" SDB. Therefore the "Disadvantaged" Businesses that we do business with have become just "Small" Businesses. This is why you will see PTI's Small Business numbers so high (81%). Some of our other numbers Veteran Owned and Service Disabled Veterans are so low or zero due to the many of PTI's material requirements being procured through single sources. The majority of PTI's material requirements are procured through single sources of supply due to tooling or qualification reasons and/or are procured from suppliers with long term agreements.

PTI agrees to the standard DCMA "Small Business Subcontracting Plan Audits" to determine compliance with the subcontracting plan during the contract period.

If you have any additional questions regarding this matter please do not hesitate to contact me.

Sincerely,

Sharon J. Rubin
Sr. Contract Administrator
PTI Technologies, Inc.
Phone: 805-604-3707
Fax: 805-604-3701

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

From: Roberts, Tracy S (DSCC) [mailto:Tracy.Roberts@dla.mil]
Sent: Wednesday, June 30, 2004 7:31 AM
To: Rubin, Sharon
Subject: Subcontracting Plan 03-R-4161

Hi Sharon,

Based on the review of your subcontracting plan, I need to obtain further information from you to be included in the plan.

I need for you to explain why your goals for SDB, VOSB, and Service Disabled Veterans are so low or zero. Also, that you agree to DCMA audit to determine compliance with the subcontracting plan upon award.

Please provide the above information to be incorporated in your subcontracting plan no later than July 8, 2004.

Thank You,

7/22/2004

SP0700-04-D-9738 ENCL.# 1 PG 1 OF 2

Tracy S. Roberts

Tracy S. Roberts

Contract Specialist

Corporate Contracting

DSCC-PLC

614-692-2714

614-693-1533 FAX

Tracy.Roberts@dla.mil

SUBCONTRACTING PLAN

SOLICITATION or CONTRACT NUMBER: SP0700-03-R-4161

Contractor: PTI Technologies, Inc.
Address: 501 Del Norte Boulevard
Oxnard Ca 93030

Approximate Value of Contract: \$4,593,270.31

(X) Individual Plan () Master Plan () Commercial Plan

(1) - GOALS

State below are the percentage of total planned subcontracting dollars that will go to all Small Business (SB) concerns, Small Disadvantaged Business (SDB) Concerns, Women-Owned Small Business (WOSB) Concerns, HUBZONE Small Business (HSB) Concerns, Veteran Owned Business (VOSB) Concerns and Service-Disabled Veteran-Owned Business Concerns.

Basic Contract - Year 1:

- a. SB: 81.0 % (Includes SDB, WOSB, HSB, VOSB, and Service-Disabled Veteran-Owned when applicable.)
- b. SDB: 0.0 %
- c. WOSB: 25.4 %
- d. HSB: 14.0 %
- e. VOSB: 0.5 %
- f. SerDis: 0.0 %

Option - Year 2:

- a. SB: 81.0 % (Includes SDB, WOSB, HSB, VOSB, and Service-Disabled Veteran-Owned when applicable.)
- b. SDB: 0.0 %
- c. WOSB: 25.4 %
- d. HSB: 14.0 %
- e. VOSB: 0.5 %
- f. SerDis: 0.0 %

Option - Year 3:

- a. SB: 81.0 % (Includes SDB, WOSB, HSB, VOSB, and Service-Disabled Veteran-Owned when applicable.)
- b. SDB: 0.0 %
- c. WOSB: 25.4 %
- d. HSB: 14.0 %
- e. VOSB: 0.5 %
- f. SerDis: 0.0 %

Option - Year 4:

- a. SB: 81.0 % (Includes SDB, WOSB, HSB, VOSB, and Service-Disabled Veteran-Owned when applicable.)
- b. SDB: 0.0 %
- c. WOSB: 25.4 %
- d. HSB: 14.0 %
- e. VOSB: 0.5 %
- f. SerDis: 0.0 %

Option - Year 5:

- a. SB: 81.0 % (Includes SDB, WOSB, HSB, VOSB, and Service-Disabled Veteran-Owned when applicable.)
- b. SDB: 0.0 %
- c. WOSB: 25.4 %
- d. HSB: 0.0 %
- e. VOSB: 0.5 %
- f. SerDis: 0.0 %

(2) – STATEMENT OF DOLLARS

The following dollar values correspond to the percentage goals in (1).

Basic Contract – Year 1:

- a. Total planned subcontracting dollars: \$ 337,739.93
- b. Dollars planned to be subcontracted to SB: \$ 273,634.68 (includes SDB, WOSB, HSB, VOSB and Ser.Dis.)
- c. Dollars planned to be subcontracted to SDB: \$ 80.76
- d. Dollars planned to be subcontracted to WOSB: \$ 85,898.77
- e. Dollars planned to be subcontracted to HSB: \$ 48,001.67
- f. Dollars planned to be subcontracted to VOSB: \$ 1,841.95
- g. Dollars planned to be subcontracted to Ser. Dis. \$ 0

Option - Year 2:

- a. Total planned subcontracting dollars: \$ 337,739.93
- b. Dollars planned to be subcontracted to SB: \$ 273,634.68 (includes SDB, WOSB, HSB, VOSB and Ser.Dis.)
- c. Dollars planned to be subcontracted to SDB: \$ 80.76
- d. Dollars planned to be subcontracted to WOSB: \$ 85,898.77
- e. Dollars planned to be subcontracted to HSB: \$ 48,001.67
- f. Dollars planned to be subcontracted to VOSB: \$ 1,841.95
- g. Dollars planned to be subcontracted to Ser. Dis. \$ 0

Option - Year 3:

- a. Total planned subcontracting dollars: \$ 337,739.93
- b. Dollars planned to be subcontracted to SB: \$ 273,634.68 (includes SDB, WOSB, HSB, VOSB and Ser.Dis.)
- c. Dollars planned to be subcontracted to SDB: \$ 80.76
- d. Dollars planned to be subcontracted to WOSB: \$ 85,898.77
- e. Dollars planned to be subcontracted to HSB: \$ 48,001.67
- f. Dollars planned to be subcontracted to VOSB: \$ 1,841.95
- g. Dollars planned to be subcontracted to Ser. Dis. \$ 0

Option - Year 4:

- a. Total planned subcontracting dollars: \$ 337,739.93
- b. Dollars planned to be subcontracted to SB: \$ 273,634.68 (includes SDB, WOSB, HSB, VOSB and Ser.Dis.)
- c. Dollars planned to be subcontracted to SDB: \$ 80.76
- d. Dollars planned to be subcontracted to WOSB: \$ 85,898.77
- e. Dollars planned to be subcontracted to HSB: \$ 48,001.67
- f. Dollars planned to be subcontracted to VOSB: \$ 1,841.95
- g. Dollars planned to be subcontracted to Ser. Dis. \$ 0

Option - Year 5:

- a. Total planned subcontracting dollars: \$ 337,739.93
- b. Dollars planned to be subcontracted to SB: \$ 273,634.68 (includes SDB, WOSB, HSB, VOSB and Ser.Dis.)
- c. Dollars planned to be subcontracted to SDB: \$ 80.76
- d. Dollars planned to be subcontracted to WOSB: \$ 85,898.77
- e. Dollars planned to be subcontracted to HSB: \$ 48,001.67
- f. Dollars planned to be subcontracted to VOSB: \$ 1,841.95
- g. Dollars planned to be subcontracted to Ser. Dis. \$ 0

Subcontracting opportunities exist for HBCUs and MIs (if so address in plan)

Subcontracting opportunities do not exist for HBCUs and MIs.

(3) - DESCRIPTION OF PRINCIPLE PRODUCTS AND TYPES OF BUSINESSES SUPPLYING THEM

(check all that apply)

PRINCIPLE PRODUCTS	SB	SDB	WOSB	HSB	VOSB	Ser.Dis.Vet	Large
Media							X
Stamped Parts	X						
Machined Parts	X		X	X	X		
Miscellaneous	X		X				

4) - METHOD USED TO DEVELOP GOALS

Explain how you arrived at your percentage goals and dollars for subcontracting to SB, HSB, SDB, and WOSB.

Actual historical percentages of procurements of like hardware are applied to the total dollar value to be subcontracted. Actual bills of material for top assembly goods are utilized in reviewing potential for subcontracting.

(5) - METHOD USED TO IDENTIFY POTENTIAL SUBCONTRACTING SOURCES

(Check all that apply)

- Company Source Lists.
- Procurement Marketing and Access Network (PRO-NET). See www.sba.gov
- National Minority Purchasing Council Vendor Information Service.
- U.S. Department of Commerce Minority Business Development Agency's Research and Information Service.
- SB, SDB, WOSB and HSB Trade Associations.
- SBA's Lists of Certified SDB and HSB Concerns.
- Other: Explain - _____

(6) - INDIRECT COSTS (Check which applies.)

- Indirect costs have not been included in establishing subcontracting goals.
- Indirect costs have been included in establishing subcontracting goals.
If included, describe how you determine the proportionate share of indirect costs incurred with:
SB: _____
SDB: _____
WOSB: _____
HSB: _____

(7) - ADMINISTRATION OF SUBCONTRACTING PROGRAM

The following individuals employed by the offeror will administer this subcontracting plan:

Name: Allison Napp
Address: 501 Del Norte Oxnard, Ca
Telephone: (805) 604-3920
Title: Small Business Liaison Officer

Description of Duties:

- A) Maintain Liaison with the Small Business Administration on all matters pertaining to this program.
- B) Maintain records, which identify procedures, which have been adopted to comply with the policies set forth in this procedure for review by the cognizant Government Small Business Representative.
- C) Establish and maintain a subcontracting plan for Small Business, Small Disadvantaged Business, Small Woman-Owned Business, Hub Zone Small Business, Veteran-Owned Business and Service-Disabled Veteran-Owned Business Concerns on all proposals or contracts over \$500,000.
- D) Provide adequate and timely consideration to the potentialities of known Small Business, Small Disadvantaged, Small Woman-Owned and Small Hub Zone Business Concerns in all "make or buy" decisions.
- E) Supervise compliance with the "Utilization of Small Business and Small Disadvantaged Business Concerns" clause.
- F) Update source lists of Small Business, Small Disadvantaged Business, Small Woman-Owned Business and Small Hub Zone Business Concerns using referral system maintained by the Small Business Administration and various councils and minority organizations.
- G) Prepare and submit reports SF094 and SF295 to the cognizant DOD agency, the Small Business Administration and NASA, as required by FAR 52-219.

(8) - EQUITABLE OPPORTUNITY TO COMPETE (Check which applies.)

Describe your efforts to ensure that SB, SDB, WOSB and HSB will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

Outreach Efforts to Obtain Sources:

- Contacting minority and small business trade associations.
- Contacting business development organizations.
- Attending small and minority business procurement conferences and trade fairs.
- Using PRO-NET to locate sources.
- Other: Explain - _____

Internal Efforts to Guide and Encourage Purchasing Personnel:

- Presenting workshops, seminars, and training programs.
- Establishing, maintaining, and using SB, SDB, WOSB and HSB source lists, guides, and other data for soliciting subcontracts.
- Other: Explain - Inviting the Purchasing Personnel to attend trade shows along with the SBLOs.

(9) - INCLUSION OF FAR CLAUSE 52.219-8, "UTILIZATION OF SMALL BUSINESS CONCERNS," IN SUBCONTRACTS

Place a check by each statement as assurance that the following will be done:

- I agree to include FAR Clause 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities.
- I will require all subcontractors (except SB concerns) that receive subcontracts in excess of \$500,000 to adopt a subcontracting plan similar to this one that complies with the eleven elements in FAR 52.219-9.

CONTINUATION SHEET

Solicitation Number:
SP0700-03-R-4161

Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

http://ecweb.dfas.mil

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

http://www.dfas.mil

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

H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999) (DSCC 52.215-9C13)

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any NEM from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor should not incur any costs seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within 60 days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of NA percent over the maximum order limitation called for in this contract, or at a quantity not to exceed ~~is there a~~ no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

*to be negotiated

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

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

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

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

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

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

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

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

H-15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (DSCC 52.217-9C23) (JUL 2001)

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

(x) See provision L40. The contractor's submission to this provision constitutes the capability assessment.

() At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I136 for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation upon award.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINCPAC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout

CONTINUED ON NEXT PAGE

SP0700-04-D-9738 ENCL.#3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 2004 JUL 16	4. REQUISITION/PURCHASE REQ. NO. HQ00007007003	5. PROJECT NO. (if applicable)
6. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Attention: Tracy Roberts PHILCAR (614)692-3714 / FAX: (614)692-4708 E-mail: Tracy.Roberts@dsc.mil	CODE SPW700	7. ADMINISTERED BY (if other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. SPW700-03-R-4161	
PTI Technologies Inc. 501 Del Norte Blvd. Oxnard, CA 93030		9B. DATED (SEE ITEM 11) 2004 JUN 30	
CAGE CODE: 05228		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above worksheet solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offer 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 copying items 8 and 14, and returning _____ copies of the amendments to the administrative contact of this amendment on each copy of the offer submitted; or
 (b) 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 unless 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.

13. 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 MENTIONED 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)

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

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

Return Amendment To:
 Defense Supply Center Columbus
 ATTN: DMCO-PBA (Bldg. 26, Room A1233) ← *

Previous Opening/Closing Date: 2004 JUL 12
 Extended to: 2004 JUL 26 ← *

This Amendment is issued to extend the closing date.
 Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SENDER (Type or print) Sharon J. Rubin Contract Administrator	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFICER <i>(Signature of Sharon Rubin)</i>	15C. DATE SIGNED 7/19/04
15B. CONTRACTOR/OFFICER	15C. DATE SIGNED
15B. CONTRACTOR/OFFICER	15C. DATE SIGNED

FORM 7500-01 (12-03) PREVIOUS EDITION UNUSABLE FORM (DLA) STANDARD FORM 34 (REV. 10-93) Prescribed by GSA FAX (81 CFR) 51.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 8

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 0003 2004 JUL 09 IQC03057007003

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 Defense Supply Center Columbus
 P.O. Box 3990
 Columbus, OH 43218-3990
 Initiator: Tracy Roberts
 PPFLCAB (614)692-2714 / FAX: (614)692-4748
 E-mail: Tracy.Roberts@dla.mil

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 PTI Technologies Inc. CAGE CODE: 05228 SP0700-03-R-4161
 501 Del Norte Blvd. X 9B. DATED (SEE ITEM 11)
 Oxnard, CA 93030 2003 JUN 30
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 10B. DATED (SEE ITEM 13)

CODE FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data (If required)

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

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 A2N233) ← *
 P.O. Box 3990
 Columbus, OH 43218-3990

Previous Opening/Closing Date: 2003 NOV 07
 Extended to: 2004 JUL 19 ← *

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Sharon J. Rubin Sr. Contract Administrator
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 Sharon Rubin 7/14/04 BY (Signature of Contracting Officer)

NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE / PerFORM (DLA) STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR

BLOCK 14 CONTINUED

Item	NSN	Item	NSN	Item	NSN	Item	NSN
215	165000682481	262	165000927429	306	1650011953307	375	6620011520931
217	1650000788831	263	1650010104140	309	1650012233849	376	6620011805855
218	1650000834449	264	1660010136023	310	1650012253727	377	6620011976277
219	1650001024426	267	1650010152991	312	1650012429702	378	6620013073172
220	1650001409717	272	1650010295238	315	1650012816882	379	6680007160989
221	1650001409718	273	1650010295332	318	1650012893702	381	6680013020237
223	1650001409752	274	1650010295333	321	1650013069193	382	6680013055435
224	1650001436503	275	1650010348551	327	1650013996273	383	6685000044748
225	1650001791899	276	1650010350647	328	1650013996274	384	6685000099031
226	1650001791996	277	1650010384513	332	1650014225224	385	6685001032033
227	1650002170577	278	1650010383531	336	1660010098116	386	6685003777428
230	1650002418818	279	1650010399309	337	1660011091010	389	6685008687415
231	1650002534613	280	1650010436449	340	2915005049983	395	6685011136896
232	1650002535979	282	1650010712389	341	2915007988162	396	6685011185593
233	1650004030324	283	1650010750749	342	2915010351119	398	6685011826062
237	1650004681908	284	1650010900015	344	2915011827053	401	6685012748887
238	1650004799380	286	1650011146153	346	2915011827057	403	6685012914383
239	1650004943631	288	1650011164321	350	2945004760170	405	6685013354470
242	1650006282746	289	1650011169432	352	2945009623494	406	6685013948578
243	1650007038205	291	1650011404213	354	2945010954583	408	6695013256243
244	1650007099795	293	1650011424280	355	2945011237273	409	4310011786675
248	1650007302817	294	1650011424281	356	2945011418906	410	4330000573834
249	1650007584990	295	1650011424282	357	2945011418907	411	4330000617906
252	1650007583650	296	1650011424291	360	2945013055341	412	4330001344332
253	1650007583852	297	1650011424380	362	2945013319644	413	4330001913092
254	1650007649711	298	1650011447178	363	2945013335429	414	4330009116596
255	1650007756032	299	1650011447179	364	4920004906923	415	4330010264033
256	1650008100502	300	1650011555155	365	4920007397996	416	4330010471118
259	1650009012607	301	1650011501110	366	5365000134204	418	4330011573630
260	1650009231077	303	1650011703996	369	5365000141799		
261	1650009615834	304	1650011737972	371	5365000836664		

2) The following NSNs are removed from the solicitation: Item 1 - 2590013908050, Item 68 - 4330011812356, and Item 270 - 1650010202533.

3) The ADQ on Item 95 - 4330012943917 has been changed from 46 to 248.

4) PTI Technologies Inc. (cage 05228) part numbers have been added as an approved source of supply in accordance with the terms of L19 for the following:

Item	NSN	ITEM NAME	UJ	CAGE	PN/ITEM
36	4330008900336	FILTER ELEMENT,FLUI	EA	05228	7586587
226	1650001791996	FILTER ELEMENT,FLUI	EA	05228	7587476
227	1650002170577	FILTER ELEMENT,FLUI	EA	05228	7583802

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0700-03-R-4161 AMENDMENT 0003	PAGE 5 OF 8
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NAME OF OFFEROR OR CONTRACTOR

	BLOCK 14 CONTINUED	
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Offerors' current surge proposals have been outlined on a worksheet in the Section-B Spreadsheet. **Offerors are to verify or improve their surge pricing on the worksheet, do not leave cells blank.**

- D. Referencing shipping label and bar coding requirements, clauses D07 and D11 of the basic solicitation are respectively replaced by clauses D11C03 and D11C01 contained in this amendment.
- E. Clause F18 – Time of Delivery contained in the Basic solicitation is replaced by Clause F18 – Time of Delivery contained in this Amendment.
- F. Reference clause I27 – Economic Price Adjustment – Option Period Pricing for Indefinite Delivery Type Contract(s), the quantity of 10% is hereby added to paragraph (e)(2).
- G. Clause I34 – Order Limitations contained in the Basic solicitation is replaced by Clause I34 – Order Limitations contained in this Amendment.
- H. All other terms and conditions of the solicitation remain unchanged.
- I. **The offeror agrees that the prices and deliveries submitted with the returned signed amendment are considered as the offeror's final proposal revision.** Offers will be open for acceptance within 90 calendar days from the closing date cited in this amendment. Offers received after such date are subject to the late proposal and revisions provision of the solicitation.
- J. Hard copy responses to this amendment including the spreadsheet need to be returned to the DSCC Bid Room as shown on Block B, page 1 of 51 of the Basic Solicitation. Only e-mail the buyer with the electronic copy of the spreadsheet.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0700-03-R-4161 AMEND. 0003	PAGE 7 OF 8
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Would replace clause D11.

D11C01 52.211-9008 BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (FEB 2004) DSCC

Old Code: D11
(a) This bar coding requirement is applicable only to solicitations and awards issued by DSCC, DSCP, and DSCR that require shipments of material to a location other than a DLA Distribution Depot (i.e., direct vendor delivery (DVD)). This clause requires a linear bar code only.
(b) In addition to other marking requirements in this contract, the following separate lines of bar coded data, with Human Readable Interpretation (HRI) printed directly below the element, shall be provided:
(1) Document number and suffix.
(2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number).
(3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, followed by an "A" and eight zeros.
(c) These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c, it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.
(d) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with ISO/IEC-16388.
NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.
In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.
In bar code element 3 above:
The RIC for each procuring activity is as follows:
S9C - Defense Supply Center Columbus - Construction
S9E - Defense Supply Center Columbus - Electronics
S9G - Defense Supply Center Richmond
S9I - Defense Supply Center Philadelphia - General and Industrial
S9T - Defense Supply Center Philadelphia - Clothing and Textiles
S9M - Defense Supply Center Philadelphia - Medical Materiel
S9P - Defense Supply Center Philadelphia - Perishable Subsistence
S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence
The appropriate unit of issue (U/I) will appear as a two digit alpha character.
The quantity will appear as a five-position number, including zero fillers on the left.
The above will be followed by an "A" and eight zeros, (i.e. "A00000000")
NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.
A copy of ISO/IEC-16388 is available from:
The American National Standards Institute
25 West 43rd Street
New York, NY 10036
Or through www.ansi.org or www.iso.ch.

PTI Technologies
Final Proposal Revisions
July 14, 2004

NSN	ADQ	PTI PRICE as of 8/24/04 or 8/17/04	PTI Delivery Qty of NSN	Min Delivery Order Qty for NSN	
2910012025729	37	\$25.00	130	130	
4330001263379	122	\$56.27	100	100	
4330003181088	1880	\$22.50	100	100	
4330004422484	989	\$27.00	120	120	
4330006054720	34	\$120.00	120	120	
4330008177243	2	\$3,825.00	158	158	
4330009000398	1425	\$81.51	140	140	
4330010748502	3523	\$9.85	110	100	
4330011028866	2806	\$19.25	100	100	
4330011148288	470	\$27.78	110	130	
433001183171	625	\$73.15	100	100	
4330011255432	3116	\$32.75	130	130	
4330011350149	100	\$24.85	70	70	
1650001781888	150	\$68.72	145	145	
1650001781968	93	\$121.35	100	100	
1650002170577	815	\$27.00	140	140	
1650002346350	62	\$63.50	106	120	
1650002356721	1446	\$55.55	110	105	
1650004388238	427	\$57.02	125	120	
1650004881585	262	\$85.00	128	135	
1650007200441	33	\$160.00	120	120	
1650008558441	23	\$185.00	130	140	
1650008572503	2	\$5,783.30	150	180	
1650010138023	650	\$24.80	125	125	
1650010138025	382	\$38.85	140	140	
1650010224282	144	\$74.21	105	120	
1650012028540	1	\$250.00	150	170	
1650014081885	711	\$20.50	115	115	
665012088641	11	\$210.00	100	100	
433000573834	20	\$1,300.00	180	180	
433001344332	4	\$3,417.80	205	170	
4330008116968	3	\$339.30	125	125	
4330010284033	28	\$1,658.43	205	170	
4330011041013	4848	\$23.25	120	120	

Alternate offer data forwarded to DSCC technical for evaluation. Will continue negotiations.

Per tech. Feb 17, PTI cage and PN approved.

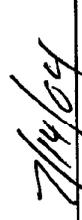
Per S9G Tech Feb. 17, PTI approved
Confirmation received from S9G on Dec 18 that PTI is an approved source.

AMSC is "B". Have gone to Richmond technical to see if we can consider your item based on data you provided. Will continue negotiations.

AMSC is "B". Have gone to Richmond technical to see if we can consider your item based on data you provided. Will continue negotiations.

Tech data package mailed to Richmond on Feb 13, 2004. Will continue negotiations.


Sharon J. Rubij
Sr. Contract Administrator


Date

ITEM NBR	ITEM NAME	PN/ITEM OFFERED	SURGE	30 days	45 days	60 days	90 days	120 days	150 days	180 days	Comments
228	1650-10-235-8271 FILTER ELEMENT,PLU	21-1803	Yes	118 ea. 65.85 ea.	End cap, fitting & the packing						
PTI Offer as of June 18, 2004											
Cmn 8002 Investment Costs 7,610.70											

ITEM NBR	ITEM NAME	PN/ITEM OFFERED	SURGE	30 days	45 days	60 days	90 days	120 days	150 days	180 days	Comments
236	1650-21-518-82382 FILTER ELEMENT,FR	21-1803	Yes	0	0	0	24 ea. 67.82 ea.	Center tube, and cap, fitting & the packing			
PTI Offer as of June 18, 2004											
Cmn 8002 Investment Costs 1,618.48											

The ability for PTI to guarantee meeting the above surge requirements is based upon having the long lead materials listed above sitting in our inventory. The cost for this activity is shown above.

Alternate B16 (7-19-04) - PTI will guarantee the requested surge quantities within the requested delivery, by manufacturing the units and storing them at our facility until required. The unit price would remain unchanged, however we would require that the Government purchase the surge quantity remaining at the end of the contract, at the current contract unit price.

Shawn Rubin 7/19/04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0002 3. EFFECTIVE DATE 2003 OCT 06 4. REQUISITION/PURCHASE REQ. NO. IQC03057007003 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SP0700 7. ADMINISTERED BY (If other than Item 6) CODE
Defense Supply Center Columbus
3990 East Broad St.
P.O. Box 16704
Columbus, OH 43216-5010
Initiator: Esther Hayden
PPPLCAB (614)692-4727 / FAX: (614)692-4748
E-mail: Esther.Hayden@dla.mil

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
PTI Technologies Inc. CAGE CODE: 05228
501 Del Norte Blvd.
Oxnard, CA 93030
9A. AMENDMENT OF SOLICITATION NO. SP0700-03-R-4161
9B. DATED (SEE ITEM 11) 2003 JUN 30
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X 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 (L).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

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

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

Return Amendment To:
Defense Supply Center Columbus
ATTN: DSCC-PBAA (Bid Opening Room B130, Bldg.20)
3990 E. Broad Street, P.O. Box 16653
Columbus, OH 43216-5009
NSN/S - Various
Previous Opening/Closing Date: 2003 OCT 09
Extended to: 2003 NOV 07

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) Sharon J. Kubacki Sr. Contract Administrator
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR Signature
15C. DATE SIGNED 11/3/03
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1. The purpose of this amendment is to add 200 Richmond managed items that have been identified to date within the scope, remove NSN 4330-01-182-9977 as NSN is being phased out and NSNs 4330-00-319-1135 and 4330-01-091-2611 as they are already on a Long Term Contract. An additional Columbus managed NSN, 4330-01-229-4042, is added to and made a part of the solicitation.

2. A revised Section B and D are included on the enclosed diskette. Disregard previous diskettes. NSNs and part numbered items within the scope identified to date, continue to be available for download under the "Acquisitions Downloads" menu item on DSCC Internet Bid Board System (DIBBS) under subject heading "DSCC Corporate Contract Solicitations". Access is also available by accessing <http://dibbs.dscclia.mil/rfp>. Access is also available via the World Wide Web (WWW) at <http://www.dscclia.mil/programs/corporatecontracts/cc.asp>. The total number of NSNs is now 418, which includes 218 Columbus and 200 Richmond managed items.

3. Reference page 3 of 51 of basic solicitation, Section B – Schedule of Supplies, paragraph 2, last sentence. The correct number to the Small Business Office is 1-800-262-3272.

4. Reference page 5 of 51 of the basic solicitation, paragraph "m", QCC. The website for Richmond quality information can be found at: <http://www.dscclia.mil/qap/qaps.htm>.

5. Reference pages 6-7 of 51 of the basic solicitation, Surge NSN Requirements. In addition to the 46 NSNs previously indicated, the below table identifies 47 Richmond managed items requiring surge and one additional Columbus managed item requiring surge.

NSN	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	Total
1650-00-013-4261	3	0	0	0	0	0	3
1650-00-022-1149	31	31	31	31	31	31	186
1650-00-102-4426	0	1	3	3	3	3	13
1650-00-143-6503	5	5	5	5	5	5	30
1650-00-179-1899	18	18	18	18	18	18	108
1650-00-179-1996	7	7	7	7	7	7	42
1650-00-234-9350	6	6	6	6	6	6	36
1650-00-235-6721	116	116	116	116	116	116	696
1650-00-241-8816	29	29	29	29	29	29	174
1650-00-253-5979	38	38	38	38	38	38	228
1650-00-403-0324	7	6	6	0	0	0	19
1650-00-436-0333	14	14	14	14	14	14	84
1650-00-436-8238	0	0	24	24	24	24	96
1650-00-479-9380	2	7	8	12	9	6	44
1650-00-498-1565	23	23	23	23	23	23	138
1650-00-720-0441	6	0	0	0	0	0	6
1650-00-730-2817	39	39	39	39	39	39	234
1650-00-756-4990	1	2	3	3	4	1	14
1650-00-810-0502	1	1	1	1	1	1	6
1650-01-013-6023	16	0	0	0	0	0	16
1650-01-013-9009	2	2	2	2	2	2	12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

SP0700-03-R-4161-0001

3 OF 4

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES						QUANTITY	UNIT	UNIT PRICE	AMOUNT
1650-01-034-8551	12	12	12	12	12	12			72	
1650-01-114-6385	10	9	10	0	0	0			29	
1650-01-116-4321	2	2	1	0	0	0			5	
1650-01-142-4380	3	0	0	0	0	0			3	
1650-01-144-7179	1	0	0	0	0	0			1	
1650-01-156-1110	4	0	0	0	0	0			4	
1650-01-182-5094	7	6	6	0	0	0			19	
1650-01-266-9728	3	6	11	7	7	7			41	
1650-01-281-6862	6	0	0	0	0	0			6	
1650-01-382-8849	2	2	0	0	0	0			4	
1660-01-009-8116	6	6	6	6	6	6			36	
2915-01-182-7051	8	8	8	8	8	8			48	
2915-01-182-7053	1	1	1	1	1	1			6	
2915-01-182-7056	4	4	4	4	4	4			24	
2915-01-182-7057	2	2	2	2	2	2			12	
2915-01-204-6366	0	0	17	17	17	17			68	
2945-01-095-4583	9	7	7	0	0	0			23	
2945-01-123-7273	1	1	1	1	1	1			6	
2945-01-331-9644	1	1	1	0	0	0			3	
4330-01-229-4042	4	12	15	20	18	9			78	
5342-01-132-3609	7	0	0	0	0	0			7	
5365-00-013-4264	8	0	0	0	0	0			8	
6620-01-180-5855	5	5	5	5	5	5			30	
6620-01-197-6277	2	0	2	0	0	0			4	
6685-01-118-5593	8	8	7	0	0	0			23	
6685-01-394-8578	0	2	1	0	0	0			3	
6695-01-325-6243	4	4	4	0	0	0			12	

6. Reference the following Critical Safety Item clauses within the basic solicitation package:

- 159 – Conditions for Evaluation and Acceptance of Offers for Critical Safety Items, page 31 of 51 of solicitation;
- 1150 – Changes in Contractor Status, Item Acquired, and/or Manufacturing Process/Facility – Critical Safety Items, page 35 of 51;
- 1151 – Withholding of Materiel Review Board (MRB) Authority Critical Safety Items, page 35 of 51.

In addition to the two NSNs, previously identified as being Critical Safety Items (4330-01-188-2016 and 4330-01-266-0947), NSN 2945-01-146-8369 is also added.

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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7. All other terms and conditions remain unchanged. Unless otherwise specified, acceptance of any offer will be valid for 60 days from the revised closing date specified in this amendment.
8. Offers received after such date are subject to the late proposals and revisions provision of the solicitation.
9. Responses need to be returned to DSCC Bid Room and not to the buyer.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED OR UNDER DPAS (15 CFR 700) ->	RATING See Section B	PAGE OF PAGES 1 57
2. CONTRACT NO.	3. SOLICITATION NO. SP0700-03-R-4161	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 30 Jun 03	6. REQUISITION/PURCHASE NO. IQC03057007003
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0700	8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-FBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers--See Block 9	

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

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 29 Aug 2003 (Date) (Hour)

FAX Number(s): (614) 692-4275

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

10. FOR INFORMATION CALL ->	A. NAME Esther Hayden, PPPLCAB	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-4727 / FAX: 692-4748	C. E-MAIL ADDRESS Esther.Hayden@.dla.mil
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3/21	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	20	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS <i>Net</i> %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ->)	AMENDMENT NO. 0001	DATE 8/25/03	AMENDMENT NO. 0002	DATE 10/6/03
15A. NAME AND ADDRESS OF OFFEROR PTI Technologies Inc. 501 Del Norte Blvd. Oxnard, CA 93030	CAGE CODE: 05228	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Sharon J. Rubin Sr. Contract Administrator		
15B. TELEPHONE NO. (Include area code) 805-604-3707	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	17. SIGNATURE <i>Sharon Rubin</i>	18. OFFER DATE 11/3/03	
15D. FAX NO. 805-604-3701	15E. E-MAIL ADDRESS Shabin@ptitechnologies.com			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(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)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

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SECTION A

PLEASE NOTE THAT SECTIONS B THROUGH I ARE NOT IN CHRONOLOGICAL ORDER.
PLEASE READ SOLICITATION IN ITS ENTIRETY.

GENERAL INFORMATION FOR OFFERORS

1. Scope Statement: The purchase of part numbered items as well as competitive items (AMSC of "G" and "T") in which Pall Aeropower (cage 18350) is an approved source, and/or has supplied in the past (directly or through dealers), whether or not the NSNs are ultimately provided from Pall Aeropower. In addition to those items specified in Section B of this solicitation which have currently been identified, the scope of this contract includes all DLA managed items in which Pall Aeropower is an approved source, and/or has supplied in the past (directly or through dealers) whether or not the item is ultimately purchased from Pall Aeropower. This could include other Centers NSNs. Items within the scope may be added to the contract at a later date in accordance with clause H12, Addition/Deletion of Items on Schedule.

2. The purpose of this solicitation is to establish an Indefinite Quantity Contract utilizing EDI for part numbered items as well as competitive items (AMSC of "G" and "T") in which Pall Aeropower (cage 18350) is an approved source, and/or has supplied in the past (directly or through dealers), whether or not the NSNs are ultimately provided from Pall Aeropower, which will provide coverage for military customers in the continental United States (CONUS), military customers outside of the continental United States (OCONUS), and Foreign Military Sales (FMS). Other Centers NSNs could also be included. The primary focus of the resultant contract (s) will be for stock replenishment. However, non-stocked items are also included in this solicitation. See Section B spreadsheet, which identifies if the respective NSN is a stocked or non-stocked item. The deliveries requested are based on the production lead-time of record.

3. Two methods will be used to place orders under the contract:
a. Credit card purchases directly by customers -

This method provides for Government organizations other than DSCC to order supplies. These orders will be in the form of direct, credit card purchases or delivery orders. Government entities that possess a GSA IMPAC (International Merchant Purchase Authorization Card) are authorized to make purchases directly from the awardee. IMPAC purchases will follow commercial practices to the maximum extent practicable, including payment via banking-system arrangements. Quick delivery is required. It is also expected that the awardee will work closely with the customer, and will provide high-quality customer service, rapid response to customer inquiries, and technical advice, as needed. All customers purchasing with the GSA IMPAC will be provided the same benefits (price, delivery, etc.) except that an additional surcharge (7%) will be added to the contract price at time of purchase. The awardee is required to submit quarterly rebate checks, equal to 7% of the dollar value of IMPAC sales. Rebate checks shall be made payable to Disbursing Officer, DFAS-CO. Both the check and the envelope shall include this contract number and the statement "REBATE." Additionally, monthly data or documentation indicating the value and date of sales, P/N and NSN should support each rebate check and with the check be mailed to:

Defense Supply Center Columbus
ATTN: RRF
P.O. Box 3990
Columbus, OH 43216-5000

The checks are to be received by DSCC-RRF not later than the 25th day of January, April, July, and October, and each rebate payment is to correspond to IMPAC sales for the immediately preceding three-month period; i.e., October through December, January through March, etc.

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b. Delivery Orders may be placed by DLA Inventory Control Points (ICPs)

The DLA ICPs listed below may issue delivery orders with the awardee for the supplies cited in Section B. The orders may be issued manually or using Electronic Data Interchange (EDI). These orders will be for stock requirements or direct vendor delivery (DVD). DVD would be primarily for non-stocked items. The Defense Supply Center Columbus (DSCC) will administer the basic contract, however, each ICP will issue and administer its own delivery orders. The ICPs are:

Defense Supply Center, Columbus, OH (DSCC) (S9C) – “SP0700”
 Defense Supply Center, Columbus, OH (DSCC) (S9E) – “SP0900”
 Defense Supply Center, Richmond, VA (DSCR) – “SP0400”
 Defense Supply Center, Philadelphia, PA (DSCP) – “SP0500”

4. The proposals received in response to this solicitation will be evaluated under “Best Value” procedures as described in Section M.

SECTION B - SCHEDULE OF SUPPLIES

1. This solicitation is for the procurement of part-numbered items as well as competitive items made in accordance with Government specifications/drawings in which Pall Aeropower (cage 18350) is an approved source or has provided in the past (directly or through dealers), whether or not the NSNs are ultimately provided from Pall Aeropower. NSNs and part numbered items within the scope identified to date are available for download under the “Acquisitions Downloads” menu item on DSCC Internet Bid Board System (DIBBS) under subject heading “DSCC Corporate Contract Solicitations”. Access is directly available by accessing <http://dibbs.dsccl.dla.mil/rfp>. Access is also available via the World Wide Web (WWW) at <http://www.dsccl.dla.mil/programs/corporatecontracts/cc.asp>. Award will be made on an all or none basis per NSN for the supplies covered under this contract. There is a potential for split awards. Each NSN will be evaluated separately.

2. The supplies covered by this solicitation are listed in the enclosed diskette (Excel format). Note that the spreadsheet is broken down by items being solicited by manufacturer code and part number with a separate worksheet for those items in which the Government is buying by drawings/specifications. The diskette currently contains supplies managed by the Defense Supply Center Columbus. Those offeror’s obtaining the solicitation from the DSCC website will find the spreadsheet on the website as an attachment. Any problems experienced downloading either the RFP or the excel spreadsheet should be directed to the Small Business Office on (614) 692-3735.

3. Each offeror must clearly identify the disk with Name and Cage Code and return the completed disk with offer.

4. Spreadsheet.

a. Offerors must indicate on the diskette Part Number/Item offered and the price that will be charged to the Government. Prices shall include transportation costs (FOB Destination). In overseas orders, the contractor is responsible for transportation charges to the APO/FPO/Consolidation Point only.

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b. **SOS:** Source of Supply. This indicates the current managing activity for the NSN. S9C and S9E indicates Defense Supply Center Columbus, S9G indicates Defense Supply Center Richmond and S9I indicates DSCP Philadelphia.

c. **AMSC:** Acquisition Method Suffix Code.

- AMSC of "B" indicate item is being bought to a source controlled drawing. As of the date of the solicitation only the source(s) cited on the drawing have been approved. Even though sources and approved part numbers are provided, the items furnished must meet the requirements of the cited drawing. Offerors who are interested in qualifying their product for purpose of future acquisition must contact the cognizant design activity specified on the source-controlled drawing.
- AMSC of "G" indicate a drawing and/or specification is applicable.
- AMSC of "T" indicates an item is being bought in accordance with a Qualified Producers List. Refer to clause I84 of the solicitation.
- All other AMSC codes are indicative of part numbers.

d. The next three columns of the spreadsheet identify the NSN, Item Name and Unit of Issue (UI).

e. The subsequent columns contain vendor CAGE code and approved part numbers or whether the item is to be manufactured in accordance with drawings/specifications. In the next column, PN/Item offered, each offeror must indicate with an "X" which part number is being offered. If a part number and/or the CAGE code are incorrect, indicate the correction needed in this column. For those NSN(s) in which the items are required to be manufactured in accordance with applicable Drawing(s) and/or Specification(s), refer to the information available on DIBBS or the WWW. The URLs are shown in paragraph B1 above. Also, see Provision L-07 for information regarding ordering of Drawing(s) and/or Specifications(s).

f. **ADQ.** This is the annual demand quantity and these numbers are based on the best projections available at the time of this solicitation. They are an estimate only based on normal peacetime requirements and are subject to change. It is important to note that those NSNs with an ADQ of zero do not necessarily have zero demands, but they may in fact be items recently assigned to DSCC, or items for which historical data is otherwise incomplete or unavailable.

g. **Unit Prices.** Unit prices must be input for each item being offered and are for the basic contract year. Offerors must indicate the Unit Price in the "UNIT PRICE" column on the solicitation. Prices shall include transportation costs (F.O.B. destination) to stock destinations and preparation for delivery charges. All orders, except those procured by DLA for stock maintenance, will use standard commercial packaging IAW ASTM 3951 with relaxed marking and LOGMARS Bar Code marking. Orders placed for stock maintenance by DLA will require LOGMARS Bar Code marking and MIL-STD-2073 packing. Prices should be based on the estimated annual demand quantity (ADQ). If there are quantity price breaks offered, the offeror is required to provide the most beneficial quantity and respective prices for these quantities in the "Additional Remarks" column. The Government reserves the right to make use of price breaks offered by the contractors.

NOTE: Prices input on the spreadsheet/disk are to be for the basic contract year.

h. **Required Delivery.** This is the Government's required delivery. Offeror's are encouraged to propose improved deliveries.

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i. **Proposed Delivery.** Each offeror is to insert the proposed delivery in number of days if different from the Government's required delivery. **If a proposed delivery is not indicated, the required delivery shall be deemed as accepted by the offeror.**

j. **Additional Remarks.** Is a column that offerors can use to state any additional information that the Contracting Officer should take into consideration during evaluation.

k. **Hazardous Label Coding.** The offeror is required to input one of the following codes for each NSN that is hazardous. **If the item is not hazardous, leave it blank.**

- A – Label required IAW Hazard Communication Standard.
- B – Label required IAW Federal Insecticide, Fungicide and Rodenticide Act.
- C – Label required IAW Federal Food, Drug and Cosmetics Act.
- D – Label required IAW Consumer Product Safety Act or Federal Hazardous Substance Act.
- E – Label required IAW Federal Alcohol Administration Act.
- N – Hazardous Warning Label is not required.

l. **PIC (Place of Inspection Code).** 1 or C = origin inspection based on item or end use. Clauses E03 and E04 would apply. 2 = destination inspection based on item or end use. Clauses E08 and E09 would apply.

m. **QCC.** Indicates the quality requirements for each item. The table below indicates which quality clauses apply based on the QCC for items managed by the Defense Supply Center Columbus.

<u>I/A</u>	<u>QCC</u>	<u>Applicable Clauses</u>
2	100	E02, E08, E09, M21
2	200	E02, E08, E09, M21
1 or C	200	E02, E03, E04
1 or C	240	E02, E03, E04, E17
1 or C	250	E02, E03, E04, E18
1 or C	260	E02, E03, E04, E16, E17, E18
1 or C	300	E02, E03, E04, E14a
1 or C	380	E02, E03, E04, E14a, E16, E17, E18

n. **DPAS Rating.** This indicates the Defense Priorities and Allocation System (DPAS) rating for each NSN. See Clause I-28 – Priority Rating for Various Long Term Contracts.

o. **SSC: Supply Status Code.** A "1" or "A" indicates that the Government currently stocks the NSN. A "3" designates the item is non-stock. This status could change based on the award decision or a change in stocking policy.

p. **PCP Mos: Procurement Cycle Period in Months.** This is an estimate of the number of months between each procurement. This is based on the information available at time of issuance of the solicitation and is subject to change.

q. **Surge.** Items with a "yes" in this column have been designed as Surge items. See clause H15 and provisions L40 and M34 and Clins 6000 and 6002 below.

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SURGE NSN REQUIREMENTS:

The NSNs listed below have been designated as surge items and are covered under clause H15 and provisions L40 and M34. Months 1-6 list the individual quantity requirement for each month.

CLIN 6000

2940011302054	7	6	7	0	0	0	20
4310011786675	2	2	2	0	0	0	6
4320011177235	3	4	2	0	0	0	9
4320011594446	3	3	2	0	0	0	8
4330001410672	5	5	5	5	5	5	30
4330003191086	8	8	8	8	8	8	48
4330004063898	0	0	26	26	26	26	104
4330010112511	0	0	39	39	39	39	156
4330010471118	7	0	0	0	0	0	7
4330011028896	0	1	74	74	74	74	297
4330011041013	30	0	0	0	0	0	30
4330011148296	18	0	0	0	0	0	18
4330011233519	1	0	0	0	0	0	1
4330011255432	113	111	123	11	11	11	380
4330012065043	26	34	36	26	68	62	252
4330012352814	0	1	60	60	60	60	241
4330012517241	1	1	0	0	0	0	2
4330012518902	0	0	5	5	5	5	20
4330012660947	7	6	6	0	0	0	19
4330012900628	18	0	0	0	0	0	18
4330013056103	11	11	12	0	0	0	34
4330013401485	0	2	1	0	0	0	3
4730011424278	1	0	0	0	0	0	1
4730011561182	1	0	0	0	0	0	1
4730011809619	2	2	2	2	2	2	12
4730013316669	1	1	1	0	0	0	3
4730013320101	1	1	1	0	0	0	3
4730013320197	1	1	1	0	0	0	3

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NSN	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	Total
4730013335910	1	0	1	0	1	0	3
4810013216456	3	3	0	0	0	0	6
4820000834441	2	0	0	0	0	0	2
4820009110218	3	3	3	3	3	3	18
4820011083675	3	2	2	0	0	0	7
4820011157079	3	2	2	0	0	0	7
4820011183166	2	2	1	0	0	0	5
4820011367813	2	0	0	0	0	0	2
4820011403239	1	0	0	0	0	0	1
4820011557008	1	0	0	0	0	0	1
4820011997974	0	1	1	0	0	0	2
4820012445328	1	1	1	1	1	1	6
4820012989351	0	2	1	0	0	0	3
4820013318875	1	1	1	0	0	0	3
5825012567584	12	0	0	0	0	0	12
5930011387080	5	5	4	0	0	0	14
5930012836757	2	2	2	2	2	2	12
5930012836758	3	3	3	3	3	3	18

*Remit Payment To:
PTI Technologies Inc.
Drawer 198164
Atlanta, GA 30384-8164*

For those NSNs not readily available, the offeror must specify the percentage of increase for surge items or state "none" for the additional costs in implementing the surge support policy as stated in Clause H15 and provision L40. If the offeror fails to do so, the offer will be evaluated with no additional charge and the offeror agrees in the event of award to comply with the surge support policy.

Surge Support Plus _____%

CLIN 6001

Cost, if any, that the contractor would incur in complying with the requirement to conduct a surge validation plan after award. If none, state "none."

\$ _____

CLIN 6002

Investment costs, if any, to execute the surge plan. If none, state "none."

\$ See spread sheet on floppy disc

NOTE: CLIN 6003 will be used to identify the cost of the S & S testing. This CLIN will be incorporated after award only if testing is requested.

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4310-01-178-6675</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER ELEMENT, INTAKE AIR CLEANER.</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S).</p> <p>DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.</p> <p>CRITICAL APPLICATION ITEM</p> <p>I/A/W DWG NR 58260 13084777</p> <p>BASIC DTD 84 JAN 30 (84030)</p> <p>AMEND NR B DTD 84 JAN 30 (84030)</p> <p>TYPE NUMBER</p> <p>"SPECIFICATION CONTROL"</p>			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE			
NSN	4330-00-057-3834						
	<p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER, FLUID PRESSURE. I/A/W MIL-F-8815/1-8C. WITH CLEANABLE ELEMENT.</p> <p>THIS NSN IS LISTED AS A PRIMARY QPL THEREFORE THE QUALIFIED PRODUCTS LIST IS APPLICABLE IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S).</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.</p> <p>CRITICAL APPLICATION ITEM</p> <p>I/A/W SPEC NR MIL-F-8815/1A</p> <p>BASIC DTD 76 SEP 27 (76271)</p> <p>AMEND NR DTD ()</p> <p>TYPE NUMBER P/N M8815/1-8C</p> <p>I/A/W SPEC NR MIL-F-8815/8B</p> <p>BASIC DTD 79 APR 23 (79113)</p> <p>AMEND NR DTD ()</p> <p>TYPE NUMBER</p> <p>I/A/W SPEC NR MIL-F-8815D AND SUPP 1</p> <p>BASIC DTD 76 SEP 27 (76271)</p> <p>AMEND NR 1 DTD 95 JUN 23 (95174)</p> <p>TYPE NUMBER</p>						

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-00-061-7906</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER ELEMENT, FLUIDREUSABLE, (CLEANABLE), 6.395 INCH OVERALL LENGTH, 1.625 INCH MAX. DIAMETER OVER PRONGS, 16.0 GPM FLOW RATE, 3000 PSI, 15 MICRON ABSOLUTE. PER MILITARY SPECIFICATION SHEET TITLED "FILTER ELEMENT, FLUID, PRESSURE, HYDRAULIC LINE, 3000 PSI, ABSOLUTE 15 MICRONS, -65DEG F TO +275DEG F. 15 MICRON ABSOLUTE AND 5 MICRON ABSOLUTE TYPE II SYSTEMS. EXCEPTION: USE: MIL-F-8815/3 IN LIEU OF MS28897 THIS NSN IS LISTED AS A PRIMARY QPL THEREFORE THE QUALIFIED PRODUCTS LIST IS APPLICABLE "CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS." IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S). DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY. CRITICAL APPLICATION ITEM I/A/W SPEC NR MIL-F-8815/3B NOTICE 1 REFNO DTD 96 JUN 20 (96172) AMEND NR DTD () TYPE NUMBER I/A/W SPEC NR MIL-F-8815D AMD 1 BASIC DTD 76 SEP 26 (76270) AMEND NR 1 DTD 95 JUN 23 (95174) TYPE NUMBER QPL-8815</p> <p>CONTINUED ON NEXT PAGE</p>			

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-00-134-4332</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER, FLUID PRESSURE. I/A/W MIL-F-8815/2-6. WITH DISPOSABLE ELEMENT.</p> <p>THIS NSN IS LISTED AS A PRIMARY QPL THEREFORE THE QUALIFIED PRODUCTS LIST IS APPLICABLE</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S).</p> <p>DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.</p> <p>.....</p> <p>CRITICAL APPLICATION ITEM</p> <p>I/A/W SPEC NR MIL-F-8815/2A</p> <p>BASIC DTD 76 SEP 27 (76271)</p> <p>AMEND NR DTD ()</p> <p>TYPE NUMBER P/N M8815/2-6</p> <p>I/A/W SPEC NR MIL-F-8815/6B</p> <p>BASIC DTD 76 SEP 27 (76271)</p> <p>AMEND NR DTD ()</p> <p>TYPE NUMBER</p> <p>I/A/W SPEC NR MIL-F-8815D AND SUPP 1</p> <p>BASIC DTD 76 SEP 27 (76271)</p> <p>AMEND NR 1 DTD 95 JUN 23 (95174)</p> <p>TYPE NUMBER</p>			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-00-191-3092</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER ELEMENT, FLUID.</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.</p> <p>CRITICAL APPLICATION ITEM</p> <p>I/A/W DWG NR 10001 2528040</p> <p>BASIC DTD 65 AUG 18 (65230)</p> <p>AMEND NR D DTD 89 DEC 12 (89346)</p> <p>TYPE NUMBER</p> <p>"SPECIFICATION CONTROL"</p>			

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-00-911-6596</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER ELEMENT, FLUID PRESSURE, SHIP HYDRAULIC SYSTEM ELEMENT, 25 MICRON ABSOLUTE, SIZE D STYLE N, NON-CLEANABLE.</p> <p>I/A/W MILITARY SPECIFICATION MIL-F-24402 AND THE RELATED SPECIFICATIONS</p> <p>IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S).</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>"ASO/NAVSEA/AVSCOM CRITICAL ITEM"</p> <p>THIS NSN IS LISTED AS A PRIMARY QPL THEREFORE THE QUALIFIED PRODUCTS LIST IS APPLICABLE THE INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9002 OR A "TAILORED" PROGRAM MEETING THE FOLLOWING ISO 9002 PARAGRAPHS APPLIES:</p> <p>4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION AND TESTING AS WELL AS APPLICABLE DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY CONTRACT</p> <p>4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A) AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH ARE HEREBY DELETED</p> <p>4.7, CUSTOMER-SUPPLIED PRODUCT:</p> <p>4.8, PRODUCT IDENTIFICATION & TRACEABILITY:</p> <p>4.10, INSPECTION & TESTING:</p> <p>4.11, INSPECTION, MEASURING & TEST EQUIPMENT:</p> <p>CONTINUED ON NEXT PAGE</p>			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-00-911-6596 CONTINUED</p> <p>4.12, INSPECTION AND TEST STATUS: 4.13, CONTROL OF NONCONFORMING PRODUCT: 4.14, CORRECTIVE AND PREVENTIVE ACTION: PARAGRAPH 4.14.3 APPLY TO PRODUCT ONLY 4.16, QUALITY RECORDS: FAR CLAUSE 52.246-11 APPLIES DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY. CRITICAL APPLICATION ITEM I/A/W SPEC NR MIL-F-24402/4 BASIC DTD 90 APR 03 (90093) AMEND NR DTD () TYPE NUMBER M24402/4 SIZE D, STYLE N I/A/W SPEC NR MIL-F-24402E BASIC DTD 90 APR 03 (90093) AMEND NR 2 DTD 95 MAY 26 (95146) TYPE NUMBER</p>			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-01-026-4033</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER, FLUID PRESSURE. I/A/W MIL-F-8815/4-8. WITH DISPOSABLE ELEMENT. THIS NSN IS LISTED AS A PRIMARY QPL THEREFORE THE QUALIFIED PRODUCTS LIST IS APPLICABLE IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S).</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.</p> <p>CRITICAL APPLICATION ITEM</p> <p>I/A/W SPEC NR MIL-F-8815/4A BASIC DTD 76 SEP 27 (76271) AMEND NR DTD 00 SEP 27 () TYPE NUMBER P/N M8815/4-8</p> <p>I/A/W SPEC NR MIL-F-8815/8B BASIC DTD 79 APR 23 (79113) AMEND NR DTD () TYPE NUMBER</p> <p>I/A/W SPEC NR MIL-F-8815D AND SUPP 1 BASIC DTD 76 SEP 27 (76271) AMEND NR 1 DTD 95 JUN 23 (95174) TYPE NUMBER</p>			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-01-047-1118</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER ELEMENT, FLUID. 5,000 PSI OPERATING PRESSURE, 30 GPM FLOW RATE. PER MILITARY SPECIFICATION TITLED, "FILTER AND DISPOSABLE ELEMENT, FLUID PRESSURE, HYDRAULIC, 3 MICRON ABSOLUTE". THIS NSN IS LISTED AS A PRIMARY QPL THEREFORE THE QUALIFIED PRODUCTS LIST IS APPLICABLE IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S).</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.</p> <p>CRITICAL APPLICATION ITEM</p> <p>I/A/W SPEC NR MIL-PRF-81836/4B BASIC DTD 98 OCT 01 (98274) AMEND NR DTD () TYPE NUMBER M81836/4-16</p> <p>I/A/W SPEC NR MIL-PRF-81836B AND SUPP 1 BASIC DTD 98 OCT 01 (98274) AMEND NR DTD () TYPE NUMBER</p>			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-01-104-1013</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER ELEMENT. FILTER ELEMENT, HYDRAULIC, TITLE "FILTER ELEMENT DISPOSABLE, FLUID PRESSURE , HYDRAULIC LINE, 5 AND 15 MICRON ABSOLUTE. QUALIFIED PRODUCTS LIST (QPL) APPLIES PALL AEROPOWER CORP CAGE 18350 P/N AC-2291F-10 PTI TECHNOLOGIES INC CAGE 05228 P/N 7579280 ORIGIN INSPECTION REQUIRED. MARK IAW MIL-STD-130K, DATED 15 JAN 00. CONFIGURATION CONTROL APPLIES SEE CLAUSE 52.246-9G36 (SECTION I). A TECHNICAL DATA PACKAGE IS AVAILABLE AT DGSC FOR THIS NSN. TO OBTAIN A COPY SUBMIT A REQUEST TO DSCR-VABA VIA INTERNET, MAIL, FAX OR PHONE. INTERNET ADDRESS IS HTTP://WWW.DSCR.DLA MIL/TDMD (ALL LOWERCASE, PLEASE). MAILING ADDRESS IS: DEFENSE SUPPLY CENTER RICHMOND, ATTN: DSCR-VABA, RICHMOND, VA 23297-5615; FAX NUMBER: (804)279-4946; PHONE NUMBER: (804)279-3356. SPECIFICATIONS, STANDARDS, AND QUALIFIED PRODUCT LISTS WHICH MAY ALSO CONSTITUTE A PART OF THIS TECHNICAL DATA PACKAGE SHOULD BE REQUESTED FROM DODSSP (DOD SINGLE STOCK POINT), CUSTOMER SERVICE, STANDARDIZATION DOCUMENT DESK, 700 ROBBINS AVE., PHILADELPHIA, PA 19111-5094. PHONE: CUSTOMER ASSIST. (215) 697-2667/2179. TELESPECS: (215)697-1187 THRU 1198 WITH A CUSTOMER NUMBER. "CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS." CRITICAL APPLICATION ITEM CONTINUED ON NEXT PAGE</p>			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	NSN 4330-01-104-1013 CONTINUED I/A/W SPEC NR MIL-PRF-83861C BASIC DTD 98 JAN 31 (98031) AMEND NR DTD () TYPE NUMBER M83861/2-1			

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
	<p>NSN 4330-01-157-3630</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>FILTER ELEMENT, FLUID.</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>IF AQLS ARE LISTED IN THE SPECIFICATION(S) OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS AND REJECTS ON ONE OR MORE DEFECT(S).</p> <p>DLAD 52.246-9000, CERTIFICATE OF QUALITY COMPLIANCE APPLIES. DLAD 52.246-9003, MEASURING AND TEST EQUIPMENT APPLIES.</p> <p>DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY IF THIS SOLICITATION/AWARD CALLS FOR GOVERNMENT INSPECTION AT SOURCE.</p> <p>"CONTRACTOR/MANUFACTURER IS REQUIRED TO ESTABLISH AND MAINTAIN A CALIBRATION SYSTEM THAT MEETS THE REQUIREMENTS OF ANSI/NCSL Z540-1-1994, AMERICAN NATIONAL STANDARD FOR CALIBRATION - CALIBRATION LABORATORIES AND MEASURING AND TEST EQUIPMENT-GENERAL REQUIREMENTS, OR ISO 10012-1, QUALITY ASSURANCE REQUIREMENTS FOR MEASURING EQUIPMENT- PART 1, METROLOGICAL CONFIRMATION SYSTEM FOR MEASURING EQUIPMENT."</p> <p>CRITICAL APPLICATION ITEM</p> <p>I/A/W DWG NR 16236 CS-4330-SV-0722</p> <p>BASIC DTD 89 FEB 02 (89033)</p> <p>AMEND NR B DTD 93 MAY 19 (93139)</p> <p>TYPE NUMBER</p> <p>"DETAILED DRAWING (ONE ITEM)"</p>			

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SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

- Partial Shipments:** Partial shipments are only acceptable for stock locations. A stock order will not be considered "filled" until the complete order (not partial) is delivered, unless authorization is received by the contracting officer. Partial shipments will not be permitted on DVD shipments.
- Repaired, Rebuilt, Remanufactured Items:** Items which have been repaired, rebuilt, remanufactured or are part of an exchange program will not be supplied under this contract unless the item is repaired, rebuilt or remanufactured by the original equipment manufacturer (OEM) or another approved source in accordance with the OEM's specifications.

SECTION F

DELIVERY REQUIREMENTS:

- Offerors must indicate on the diskette the proposed delivery for each NSN. If a proposed delivery is not indicated, the Government's required delivery is deemed as accepted by the offeror. All delivery days are after date of order. Offerors are encouraged to improve this delivery time frame in the "Proposed Delivery" column of the diskette. See clause F18.
- Offerors should note that the ability to meet or exceed the Government's required delivery is an evaluation factor as outlined in Section M.
- An appraisal of the Contractor's performance will be made from time to time during the life of the contract to determine compliance with the delivery requirements. Failure to deliver in accordance with the requirements will subject the contract or any outstanding orders to termination for default in accordance with FAR 52.249-8.
- Fast Payment procedures will apply to all orders purchased for direct shipment valued at \$100,000.00 or less. Awardee is required to provide the contracting office proof of delivery/receipt to the requisitioner on Fast Pay DVD and FMS orders between \$25,000 and \$100,000. Fast pay will not apply to the orders processed by DLA for stock maintenance. See clause F03 – Fast Payment Procedure.

SECTION H

EDI: Please provide the following information concerning offeror's Electronic Data Interchange (EDI) personnel:
 EDI Point of Contact: Sharon J. Rubin Phone Number: 808.604.3707

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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.dacc.dla.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same

force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

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

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

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

SECTION B

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

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

B11 - SUPPLIES FURNISHED BY DELIVERY ORDERS

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

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002) Refer to disk for individual pkg codes.

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

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

D02c - PACKAGING AND MARKING REQUIREMENTS (AUG 1999) (DSCC 52.246-9C40) Refer to disk for individual pkg codes

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

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

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

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following:
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded

Packaging, 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) (JUN 2002)

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

(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DCC 52.247-902) or F06 (DSCC 52.247-9C03).

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

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

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

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

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

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.dacc.dla.mil/downloads/packaging/dc1636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

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

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

Zip Code:

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

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

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

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

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

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

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

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

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

(c) Inspection Points:

SUPPLIES

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

All

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

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

All

() Same as above

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

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) (DEC 1991)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

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

NOTICE:

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

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

E16 - CERTIFICATE OF QUALITY COMPLIANCE (DLAD 52.246-9000) (DEC 1994)

E17 - MEASURING AND TEST EQUIPMENT (DLAD 52.246-9003) (JUN 1998)

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment used in determining whether the supplies presented to the government for acceptance under this contract, fully conform to specified technical requirement and are calibrated in accordance with ISO 10012-1 or ANSI/NCLS Z540-1.

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CONTINUATION SHEET

Solicitation Number:
SP0700-03-R-4101PAGE OF PAGES
23 51E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004)
(JUN 1998)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)E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10)
(DEC 2001)

This clause is applicable when surplus materials are accepted (DLAD 52.211-9000), when a Certificate of Conformance (FAR 52.246-15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129(n), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13)
(JAN 1999)E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING
(DSCC 52.246-9C32) (JAN 2001)

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

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 E30, DSCC 52.246-9C34 - Marking Requirements, applies):
(1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or 100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.
(2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.
(3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

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

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

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

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

F03 - FAST PAYMENT PROCEDURE (FAR 52.213-1) (FEB 1998)

NOTE: A signed DD 250 is not required when Fast Pay is used. However, for FMS, if a vendor chooses to invoice with other than DD 250, the following additional items shall be included on shipping documents/packing list/invoice: FMS Case Identifier Number (the case number always consists of the last three positions of the supplementary address; e.g., CPU.) Unit Price/Total Price, and Project Code (if applicable). Vendor may still choose to use the DD 250 Form.

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

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

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

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

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).
- (4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

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

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

MAIL INSTRUCTIONS (APO/FPO Addresses):

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

- (1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.
- (2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.
- (3) Parcel post shipments to an APO/FPO address must be annotated under the return address as follows: 'CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS.'
- (4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments

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must be packaged for transportation by Military Air (MILAIR). See D08.

(5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package, (See Clause F04, DSCC 52.247-9C04)

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

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

(1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause F01.

(2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.

(3) Shipments to Container Consolidation Points (CCPs):

(a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clauses 'D06.'

(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

(i) Cargo requiring refrigeration/temperature control.

(ii) Classified or sensitive items requiring signature control.

(iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.

(iv) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.

(v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.

(vi) Type 1 shelf life items,
(vii) TPI and 2 (IPD 01-08) with RDD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:

Telephone notice of delivery must be given by the carrier to the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

FREIGHT SHIPPING ADDRESSES:

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

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

Applicable to CLINS FOR REQUIREMENTS FOR FMS

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

F16 - FOREIGN MILITARY SALES (FMS) FOB DESTINATION SHIPPING INSTRUCTIONS (DSCC 52.247-9C05) (JUN 2001)

For all Foreign Military Sales (FMS) requirements with FOB point at destination items shall be shipped by a carrier that can provide evidence of shipment or proof of delivery in compliance with MAPAD (Military Assistance Program Address Directive) and DOD 4500.9-R, not by parcel post unless registered or shipped by some other traceable means. The

contractor shall provide proof of shipment/delivery to the cognizant Transportation Office. The contractor is only responsible for transportation costs to the freight forwarder or Government port (except for Canadian FMS that are shipped direct to Canadian addresses).

NOTE: The following fill-in location area below does not pertain to IDC basics and corporate contracts.

For FMS requirement with FOB point at destination, use:

(City, State, and Zip Code)

(City, State, and Zip Code)

as tentative shipping location so that transportation costs are included in quote.

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

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

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

WITHIN THE NUMBER OF DAYS STATED BELOW

NSN(S)	QUANTITY THAT MAY BE ORDERED ANY CALENDAR MONTH	GOVT OFFERORS REQUIRED PROPOSED	
		REQUIRED	PROPOSED
All	Up to <i>no limitations</i> each	NA	See Section B
Each additional	each (or less) ann.	NA	
Each additional	Up to each (or less) ADD:	NA	
Each additional	Up to each (or less) ADD:	NA	
Each additional	Up to each (or less) ADD:	NA	
Each additional	Up to each (or less) ADD:	NA	

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

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

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

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

SECTION H

H-09. ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000)

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

For detailed information concerning electronic invoicing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868 or 614-693-5627.

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Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<https://ecweb.dfas.mil>

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

<http://www.dfas.mil>

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

**H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999)
(DSCC 52.215-9C13)**

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to delating any NSN from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor should not incur any costs in seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within 60 days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of NA percent over the maximum order limitation called for in this contract, or at a quantity not to exceed * if there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

*to be negotiated

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

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

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

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

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

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

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

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

**H-15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS
(DSCC 52.217-9C23) (JUL 2001)**

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

() See provision L40. The contractor's submission to this provision constitutes the capability assessment.

() At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I136 for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation upon award.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout

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the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies.

Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.

The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e.: non-surge requirements).

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

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

SECTION I

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

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

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)
FAR 52.203-3 - 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 1997)
FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)
FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-5 - Material Requirements (AUG 2000)
FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (MAY 2001)
FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
FAR 52.215-12 - Subcontractor Cost or Pricing Data (> \$550,000) (OCT 1997)
FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)
FAR 52.215-15 - Pension Adjustments and Asset Reversions (> \$550,000) (DEC 1998)
FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (> \$550,000) (OCT 1997)
FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997)
FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)
FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001)
FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-3 - Convict Labor (AUG 1996)
FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)
FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26 - Equal Opportunity (APR 2002)
FAR 52.222-29 - Notification of Visa Denial (FEB 1999)
FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1999)
FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)
FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
FAR 52.223-14 - Toxic Chemical Release Reporting (OCT 2000) (Applicable with FAR 52.223-13)
FAR 52.225-8 - Duty - Free Entry (FEB 2000)
FAR 52.225-13 - Restrictions on Certain Foreign Purchases (JUL 2000)
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 (JAN 1991)
FAR 52.230-2 - Cost Accounting Standards (> \$500,000) (APR 1998)
FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992)
FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)
FAR 52.232-1 - Payments (APR 1984)
FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
FAR 52.232-11 - Extras (APR 1984)

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FAR 52.232-17 - Interest (JUN 1996)
 FAR 52.232-23 - Assignment of Claims (JAN 1986)
 FAR 52.232-25 - Prompt Payment (FEB 2002)
 FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)
 FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUL 1995)
 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 (Jan 1997)
 FAR 52.248-1 - Value Engineering (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)
 DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
 DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991)
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000)
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991)
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
 DFARS 252.215-7000 - Pricing Adjustments (> \$550,000) (DEC 1991)
 DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1998)
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (MAR 1998)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (DEC 1991)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products and Components) (AUG 2000)
 DFARS 252.225-7010 - Duty-Free Entry - Additional Provisions (AUG 2000)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2002)
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (MAR 1998)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (AUG 1998)
 DFARS 252.225-7021 - Trade Agreements (>\$169,000) (OCT 2002)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (JUN 1997)
 DFARS 252.225-7026 - Reporting of Contract Performance Outside the United States (> \$500,000) (JUN 2000)
 DFARS 252.225-7029 - Preference for United States or Canadian Air Circuit Breakers (AUG 1998)
 DFARS 252.225-7031 - Secondary Arab Boycott of Israel (JUN 1992)
 DFARS 252.225-7032 - Waiver of United Kingdom Levies (OCT 1992)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (MAR 1998)
 DFARS 252.225-7037 - Duty-Free Entry - Eligible End Products (When 52.225-10 is not used and 225.403-70 applies) (AUG 2000)
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
 DFARS 252.225-7042 - Authorization to Perform (JUN 1997)
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (SEP 2001)

DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991))
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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

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

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

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

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

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

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

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the 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 52.231-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

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

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

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

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

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inspector must sign the packages where they were resealed and annotate the date of inspection.

NSN

(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 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

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

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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.

I19 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (FAR 52.215-21) (OCT 1997)

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

() ALTERNATE IV (OCT 1997)

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

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

I26 - CONTRACT LIMITATIONS (MULTIPLE NSNs) (DSCC 52.216-9C14) (APR 2001)

(i) There may be more than one award under this solicitation, but the same National Stock Number (NSN) will not be awarded to more than one offeror. If more than one award is made in this manner, this process is referred to as a 'SPLIT AWARD.'

(ii) The 'CONTRACT MAXIMUM' for the entire solicitation quantity will be 57,209,748 for the base contract period and each individual option period, which is the total of the individual maximum quantities or dollar estimates for all NSNs.

(iii) The 'CONTRACT MINIMUM' for the entire solicitation quantity will be \$452,738 for the base contract period and each individual option period, which is the total of the individual minimum quantities or dollar estimates for all NSNs. The contract minimum applies to the entire range of items solicited and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN.

(iv) In the event of a SPLIT AWARD, the minimums for the individual NSNs actually awarded to each offeror will be totaled to determine the minimum quantity or dollar value of that offeror's award.

I27 - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD PRICING FOR INDEFINITE DELIVERY TYPE CONTRACT(S) (DSCC 52.216-9C41) (MAY 2001)

(a) Definitions: As used in this clause,

(1) The term 'contract date' means:

- (i) the date of bid opening for advertised solicitations. If the solicitation contains a set-aside portion, the 'contract date' for the set-aside portion will be the date of bid opening for the non set-aside portion;
(ii) the date of award for negotiated solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of award of the non set-aside portion.

(2) The term 'contract year' means a period of 365 days beginning on the contract date.

(b) The economic indicator for the purpose of price adjustment under this clause shall be the final version (generally published 4 months after initial publication) of the Producer Price Index (PPI) stated below in the monthly report entitled 'Producer Prices and Price Indexes' by the Bureau of Labor Statistics, U.S. Department of Labor. The applicable PPI is: CODE NO. 1149

COMMODITY: Micellaneous General Purpose Equipment

(c) The intent of this clause is to establish a revised contract unit price at the beginning of each option period that will be valid for the entire option period. The base index for each option period shall be the most current published final PPI, cited in (b) above, that is available to the contracting activity at the time of contract award/exercise of option. For any subsequent option periods, the adjusting index (see paragraph (d) below) that was used for the preceding year will become the base index for the succeeding year. For example, the adjusting index used for the first option period of the contract would become the base index for the second option period of the contract.

(d) The adjusting index for the option period(s) shall be the most current published final PPI stated in (b) above, that is available to the contracting activity at the time the modification is issued extending the contract period.

(e) When the contract period is extended, the procuring contracting officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2), and (3) below. The adjusted prices will be included in the modification issued to extend the contract period and will be used in pricing all delivery orders issued during the extended period of the contract. No other adjustments shall be made to the contract prices during each contract year.

(1) The contract unit prices for supplies (excluding data or First Article Test CLINs) shall be subject to adjustment upward or downward by the percent of difference between the base index and the adjusting index. If the contract unit prices are decreased pursuant to the changes clause or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract date will be subject to adjustment as authorized by the modification.

(2) Price decreases under paragraph (e) (1) above are not subject to any limitation. Price increases shall not exceed percent of the original contract unit price for each

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divided by (base index) times (contract unit price), or, based upon above, (165.1 divided by 150.3 = 1.09847) times \$8.33 = \$9.15025, revised price, rounded to \$9.15 = adjusted unit price. The adjusted unit price will be rounded to the nearest cent, i.e., increases amounting to \$.005 to \$.009 shall be rounded upward to the next cent and changes of \$.001 to \$.004 shall be rounded to the lower cent.

(F) If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

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

I31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)

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

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00 ~~250.~~ [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$500,000 [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

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

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

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

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
SEE SECTION R SPREAD-SHEET	REFER TO ADD COLUMN		

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in Section I of the solicitation.
NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40, I41, or I54.

I40 - EXTENSION OF CONTRACT PERIOD (DSCC 52.217-9C13) (JAN 2001)

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

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

c. If this option is exercised, the price for each succeeding year shall be adjusted pursuant to the applicable 'Economic Price Adjustment' clause of this contract, and such prices shall be used in the pricing of delivery orders issued during each yearly extension of the contract.

d. If the Contractor chooses to accept any of the option years, the offered price, in order to be responsive/acceptable, must be no higher than is offered on the first year.

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

A 5 year contract (base year plus option year(s)) is desired.

OFFEROR MUST CHECK ONE OF THE FOLLOWING BLOCKS FOR OPTION YEARS:

- () The Government's desired option is acceptable.
- () No option is acceptable.
- () _____ option years are acceptable.

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

I55 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DLAD 52.219-9003) (DEC 1997)

I56 - NOTICE OF SUBCONTRACTING PLAN (DSCC 52.219-9C03) (FEB 2003)

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

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

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

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

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

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

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

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

*Please Complete**None*

I59 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (DLAD 52.211-9005) (APR 2002)

(a) Definitions.

Applies currently to H&M IS 4330-01-188-2016 and 4330-01-266074

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

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

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

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

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

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

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

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

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

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under the direction of an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and

acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacture or distribute the exact item cited in the AID for an approved source cited in the AID.

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

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

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

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

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

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

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

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus material (unless

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

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

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the

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Government, or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

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

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

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

CERTIFICATION

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

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organisation

Date

(End of certification)

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

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

WARNING

Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

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

MATERIAL ACT (If none, insert 'None')

Please complete
None

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

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

I67 - SUPPLIES TO BE ACCORDED DUTY FREE ENTRY (DFARS 252.225-7008) (MAR 1998)

In accordance with paragraph (b) of the Duty - Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components,

are accorded duty-free entry.

I72 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)

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

I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAR 2000)

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

Item:
Contract Description:
Line Items:
Quantity:
Total:

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

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

I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1980)

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 \$2,600 as payment in full for the administrative costs of such repurchase apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

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

I84 - QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)

Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Name: REFER TO PAGES OF THE SOLICITATION
Address:

() Standardization Document Order Desk
Bldg 4, Section D
700 Robbins Ave
Philadelphia PA 19111-5094

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name:
Manufacturer's Name:
Source's Name:
Item Name:
Service Identification:
Test Number (to the extent known):

NOTE: The applicable QPL(s) is: *Refer to pages of Solicitation.*

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Clause I84 – Qualification Requirements (FAR 52.209-1) (Feb 1995)

NSN(s): 4330-00-057-3834, 4330-00-061-7906, 4330-00-134-4332 and 4330-01-026-4033
 QPL: 8815

Preparing Activity: The Naval Air Systems Command, Attention: Commander, Naval Air Systems Command, Code 4.3.5.2, 48110 Shaw Road, Patuxent River, MD 20670.

Para (c) Offer's Name *PTE Technologies Inc*
 Mfr's Name *PTE Technologies Inc*
 Source's Name *PTE Technologies Inc*
 Item Name *Element*
 Service Identification
 Test # (to the extent known)

NSN: 4330-00-911-6596
 QPL: 24402

Preparing Activity: The Naval Sea Systems Command, SEA 05Q, 2531 Jefferson Davis Hwy, Arlington, VA 22242-5160.

Para (c) Offer's Name *PTE Technologies, Inc*
 Mfr's Name *PTE Technologies, Inc*
 Source's Name *PTE Technologies, Inc*
 Item Name *Element*
 Service Identification
 Test # (to the extent known)

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Clause I84 - Qualification Requirements (FAR 52.209-1) (Feb 1995)

NSN: 4330-01-047-1118
 QPL: 81836

Preparing Activity: The Naval Air Systems Command, Attention: Commanding Officer, Naval Air Warfare Center Aircraft Division Lakehurst, Systems Requirements Department, Code SR3, Lakehurst, NJ 08733-5100.

Para (c) Offer's Name *No Bid*
 Mfg'r's Name
 Source's Name
 Item Name
 Service Identification
 Test # (to the extent known)

NSN: 4330-01-104-1013
 QPL: 83861

Preparing Activity: OC-ALC/TICLA, 3001 Staff Drive, Suite 1AE1-101A, Tinker AFB, Oklahoma 73145-5990.

Para (c) Offer's Name *PTI Technologies, Inc*
 Mfg'r's Name *PTI Technologies, Inc*
 Source's Name *PTI Technologies, Inc*
 Item Name *Element*
 Service Identification
 Test # (to the extent known)

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

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

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)

I151 - WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY CRITICAL SAFETY ITEMS (JUL 2002) (DLAD 52.211-9007)
Applies currently to NSN 4330-01-188-2016 and 4330-01-266-0747
The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified in the DSCR Technical Oversight Office (TCO) Web site at <http://www.dscr.dla.mil/vg/CriticalPartReview.htm>)

I123 - EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DFARS 252.225-7028) (DEC 1991)

I129 - NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)
Applies to items with AMBC of 4330-01-188-2016 and 4330-01-266-0747
(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.

I152 - RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (DFARS 252.225-7027) (MAR 1998)
Applies to requirements to AMB.

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.
(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

I136 - LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S) INVESTMENTS (DLAD 52.217-9006) (JUL 1999)

The contractor shall limit investments in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:

- (a) These investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.
- (b) Investments shall not be made when substitute items or alternate manufacturing processes are available.
- (c) Investments must be the most cost-effective means of ensuring S&S capability.
- (d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.
- (e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.
- (f) Investments shall not be made for MILSVC managed items.
- (g) S&S investments made shall not be used as a safety stock (i.e., to meet peacetime spikes in demand).
- (h) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paragraph a unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.

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
() DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
() SF 33	Solicitation, Offer and Award	Rev
4-85	Section B	---
() ---	Sections C through M	---
() ---	Interim Amend. No.	---
() ---	Quality Assurance Provision (QAP)	---
() SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
() DSCC	Freight Shipping Information	---
FM 1650	Mode of Shipment	AUG 73
() FORM CASB-CMF Factors	Facilities Capital Cost of Money	---
() DD Form 1851 of Money	Contract Facilities Capital Cost of Money	APR 95
()		
()		
() DD FM 1423	Contract Data Requirement List	JUN 90
EXHIBIT No.		---
w/ATCH No.		---
EXHIBIT No.		---
w/ATCH No.		---
EXHIBIT No.		---
w/ATCH No.		---
() DD FM 254	Contract Security Classification Specification	DEC 99

I150 - CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY - CRITICAL SAFETY ITEMS (JUL 2002) (DLAD 52.211-9006)
Applies currently to NSNs 4330-01-188-2016 and 4330-01-266-0747

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

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

- (1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;
- (2) Changes in the manufacturing process;
- (3) A change in the approved source's manufacturing

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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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