

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 15
2. CONTRACT NO. USZA22-03-D-0007	3. AWARD/EFFECTIVE DATE 06/27/2003	4. ORDER NUMBER	5. SOLICITATION NUMBER USZA22-03-R-0026	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect code)	8. OFFER CUE DATE/ LOCAL TIME	
9. ISSUED BY U.S. SPECIAL OPERATIONS COMMAND/SOAL-K 7701 TAMPA POINT BLVD ATTN: [REDACTED] MACDILL AFB FL 33621		CODE DSZA22	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE. % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> WIA NAICS: 3331 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IPE <input checked="" type="checkbox"/> AFP	12. DISCOUNT TERMS
15. DELIVER TO AS IDENTIFIED IN EACH DELIVER ORDER		CODE	16. ADMINISTERED BY DCMA SANTA ANA/DCMAW-GA SANTA ANA 34 CIVIC CTR PLAZA, RM 813A SANTA ANA CA 92703		
17a. CONTRACTOR/OFFEROR NOROTUS, INC RONALD SOTO 201 E. ALTON AVE. SANTA ANA CA 92707-4416		CODE DB5K8 FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS-AIAR/R 1 ROCK ISLAND ARSENAL ROCK ISLAND IL 61299-8000		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
25. ACCOUNTING AND APPROPRIATION DATA AS IDENTIFIED IN EACH DELIVERY ORDER				26. TOTAL AWARD AMOUNT (For Govt. Use Only) EST: \$4,974,715	
17c. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-9 ARE ATTACHED. ADDENDA		17d. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SOL #03R0026 OFFER DATED 03/21/2003. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR NOROTUS, INC By: [Signature]		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [Signature]			
30b. NAME AND TITLE OF SIGNER (Type of print) RONALD SOTO PRESIDENT		30c. DATE SIGNED 6/27/03	31b. NAME OF CONTRACTING OFFICER (Type of print) SUSAN M. GRIFFIN		31c. DATE SIGNED 27 Jun 03
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE		STANDARD FORM 1449 (REV. 4/2002) Prescribed by GSA - FAR (48 CFR) 53.212			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Titanium Advanced Tactical Mount Assy FFP P/N 1724010 Ordering Period 30 June 2003 to 29 June 2004	(b)(4)	Each	(b)(4)	\$2,620,000.00

Pricing Structure

Based on first order of (b)(4) @ (b)(4) due to start up costs

QTY	PRICE
1 - 10	(b)(4)
11 - 50	(b)(4)
51 - 100	(b)(4)
101 - 200	(b)(4)
201 - 350	(b)(4)
351 - 550	(b)(4)
551 - 750	(b)(4)
751 - 900	(b)(4)
901 - 1100	(b)(4)
1102 - 2500	(b)(4)
2501 - 5000	(b)(4)
5001-7500	(b)(4)
7501-10000	(b)(4)

MAX NET AMT \$2,620,000.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Titanium Advanced Tactical Mount Assy FFP P/N 1724010 Ordering Period 30 June 2004 to 29 June 2005 STEPLADDER PRICING	(b)(4)	Each	(b)(4)	\$2,698,600.00

QTY	PRICE
1 - 10	(b)(4)
11 - 50	(b)(4)
51 - 100	(b)(4)
101 - 200	(b)(4)
201 - 350	(b)(4)
351 - 550	(b)(4)
551 - 750	(b)(4)
751 - 900	(b)(4)
901 - 1100	(b)(4)
1102 - 2500	(b)(4)

MAX NET AMT \$2,698,600.00

Funded Amount \$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Pricing year 2	0002	100.00	199.00	(b)(4)
		200.00	249.00	(b)(4)
		250.00	499.00	(b)(4)
		500.00	999.00	(b)(4)
		1,000.00	2,500.00	(b)(4)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Titanium Advanced Tactical Mount Assy FFP P/N 1724010 Ordering Period 10 March 2005 to 9 March 2006 STEPLADDER PRICING	(b)(4)	Each	(b)(4)	\$2,779,800.00

QTY	PRICE
1 - 10	(b)(4)
11 - 50	(b)(4)
51 - 100	(b)(4)
101 - 200	(b)(4)
201 - 350	(b)(4)
351 - 550	(b)(4)
551 - 750	(b)(4)
751 - 900	(b)(4)
901 - 1100	(b)(4)
1102 - 2500	(b)(4)
2501 - 5000	(b)(4)
5001-7500	(b)(4)
7501-10000	(b)(4)

MAX NET AMT	\$2,779,800.00
Funded Amount	\$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Pricing Year 3	0003	100.00	199.00	(b)(4)
		200.00	249.00	(b)(4)
		250.00	499.00	(b)(4)
		500.00	999.00	(b)(4)
		1,000.00	2,500.00	(b)(4)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Titanium Advanced Tactical Mount Assy FFP P/N 1724010 Ordering Period 10 March 2006 to 9 March 2007 STEPLADDER PRICING	(b)(4)	Each	(b)(4)	\$2,863,700.00

QTY	PRICE
1 - 10	(b)(4)
11 - 50	(b)(4)
51 - 100	(b)(4)
101 - 200	(b)(4)
201 - 350	(b)(4)
351 - 550	(b)(4)
551 - 750	(b)(4)
751 - 900	(b)(4)
901 - 1100	(b)(4)
1102 - 2500	(b)(4)
2501 - 5000	(b)(4)
5001-7500	(b)(4)
7501-10000	(b)(4)

MAX NET AMT \$2,863,700.00

Funded Amount \$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Pricing Year 4	0004	100.00	199.00	(b)(4)
		200.00	249.00	(b)(4)
		250.00	499.00	(b)(4)
		500.00	999.00	(b)(4)
		1,000.00	2,500.00	(b)(4)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Titanium Advanced Tactical Mount Assy FFP P/N 1724010 Ordering Period 10 March 2007 to 9 March 2008 STEPLADDER PRICING	(b)(4)	Each	(b)(4)	\$2,950,100.00

QTY	PRICE
1 - 10	(b)(4)
11 - 50	(b)(4)
51 - 100	(b)(4)
101 - 200	(b)(4)
201 - 350	(b)(4)
351 - 550	(b)(4)
551 - 750	(b)(4)
751 - 900	(b)(4)
901 - 1100	(b)(4)
1102 - 2500	(b)(4)
2501 - 5000	(b)(4)
5001-7500	(b)(4)
7501-10000	(b)(4)

MAX NET AMT \$2,950,100.00

Funded Amount \$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Pricing Year 5	0005	100.00	199.00	(b)(4)
		200.00	249.00	(b)(4)
		250.00	499.00	(b)(4)
		500.00	999.00	(b)(4)
		1,000.00	2,500.00	(b)(4)

FOB: Destination

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following

table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1,000.00		(b)(4)	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	First 200 ea 60 Days ARO, 200 every 30 days thereafter.	IAW Individual Delivery Order	TBD by each DO	N/A
0002	First 200 ea 60 Days ARO, 200 every 30 days thereafter.	IAW Individual Delivery Order	TBD by each DO	N/A
0003	First 200 ea 60 Days ARO, 200 every 30 days thereafter.	IAW Individual Delivery Order	TBD by each DO	N/A
0004	First 200 ea 60 Days ARO, 200 every 30 days thereafter.	IAW Individual Delivery Order	TBD by each DO	N/A
0005	First 200 ea 60 Days ARO, 200 every 30 days thereafter.	IAW Individual Delivery Order	TBD by each DO	N/A

Accounting data to be furnished per individual Delivery Order.

PAYING AND ADMINISTRATIVE INSTRUCTIONS

(a) Contracting Office Point of Contact: PCO USSOCOM
Attn: Susan Griffin
7701 Tampa Point Blvd
MacDill AFB, FL 33621-5323
griffi1@socom.mil
Phone: (813) 828-7411

(b) Administrative Contracting Officer: ACO TBD
DCMA Santa Ana
DCMAW-GA Santa Ana
1 Rock Island Arsenal
Rock Island IL 61299-8000
Email: TBD
Phone: TBD

(c) The Contracting Officer's Representative is: COR SOF Special Projects Team
Attn: (b)(3) TO USC 130b, (b)(6)
U.S. Army Natick Soldier Center
Natick MA
Email: (b)(3) TO USC 130b, (b)(6)
Phone: (b)(3) TO USC 130b, (b)(6)

(d) Payment will be made by the office designated in Block 18a of the SF 1449

(e) Payment to the contractor shall be mailed to the following address (Contractor to insert mailing address if other than address shown on SF-26, SF-33 or DD Form 1155):

(f) Special Payment Instructions: NONE

Distribution of Invoices:

(a) The contractor shall forward vouchers/invoices to the addresses below in a simultaneous mailing.

- (1) One copy to COR Address identified above:
- (2) One copy shall be submitted to the Procurement Contracting Officer identified above
- (3) One copy shall be submitted to DCMA identified in block 16 of SF 1449

- (4) One copy shall be submitted DFAS Paying Office identified in block 18a of SF 1449
- (b) Contract Completion voucher shall be submitted to:
- (1) Original DCMA office identified in block 16 of AF 1449
 - (2) One Copy to ACO identified above

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

- ___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.
- ___(ii) Alternate I of 52.219-23.
- ___(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _X_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- _X_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- _X_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- _X_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- _X_(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _X_(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- _X_(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___(ii) Alternate I of 52.225-3.
- ___(iii) Alternate II of 52.225-3.
- _X_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).
- _X_(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this

paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 29 June 2008.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 each, 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 5,000;
- (2) Any order for a combination of items in excess of 5,000; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 10 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.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(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 29 June 2008.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

___ 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

___ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

___ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

___ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

