

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number
SEE SCHEDULE

Page 1 **Of** 11

2. Contract No.
W52H09-04-P-0503

3. Award/Effective Date
2004JUL14

4. Order Number

5. Solicitation Number

6. Solicitation Issue Date

7. For Solicitation Information Call:

A. Name
TERRI J MAPLE

B. Telephone Number (No Collect Calls)
(309)782-6692

8. Offer Due Date/Local Time

9. Issued By
TACOM-ROCK ISLAND
AMSTA-LC-CTT-M
ROCK ISLAND IL 61299-7630

Code W52H09

10. This Acquisition Is
 Unrestricted
 Set Aside: % For
 Small Business
 Hubzone Small Business
 8(A)
 NAICS: 339920
 Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked
 See Schedule
 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)

12. Discount Terms

13b. Rating DOA5

14. Method Of Solicitation
 RFQ IFB RFP

e-mail: MAPLET@RIA.ARMY.MIL

15. Deliver To
SR W0K8 USA MAC ROCK ISL ARSENAL
BLDG 299 GILLESPIE AV AND BECK LANE
ROCK ISLAND IL 61299-5000

Code W52H1C

16. Administered By
DCMA SAN DIEGO
7675 DAGGET ST SUITE 200
SAN DIEGO CA 92111-2241

Code S0514A

Telephone No.

17. Contractor/Offeror
DIVING UNLIMITED INTL INC
1148 DELEVAN DR
SAN DIEGO, CA. 92102-2499

Code 54611 **Facility**

18a. Payment Will Be Made By
DFAS COLUMBUS CENTER
DFAS-CO/WEST ENTITLEMENT OPERATIONS
PO BOX 182381
COLUMBUS OH 43218-2381

Code HQ0339

Telephone No. (619)236-1203

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
 See Addendum

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE				
(Use Reverse and/or Attach Additional Sheets As Necessary)					

25. Accounting And Appropriation Data
ACRN: AA 21 42040000041C1C14P6548042516 S11116 W52H09

26. Total Award Amount (For Govt. Use Only)
\$3,100.00

27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda Are Are Not Attached.

27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda Are Are Not Attached.

28. Contractor Is Required To Sign This Document And Return 2 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.

29. Award Of Contract: Ref. _____ Offer Dated _____. 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

31a. United States Of America (Signature Of Contracting Officer)

30b. Name And Title Of Signer (Type Or Print)

30c. Date Signed

31b. Name Of Contracting Officer (Type Or Print)
JUDY BECHTLER-HOLZER /SIGNED/
BECHTLER-HOLZER@RIA.ARMY.MIL (309)782-8530

31c. Date Signed

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
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32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
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38. S/R Account Number	39. S/R Voucher Number	40. Paid By
------------------------	------------------------	-------------

41a. I Certify This Account Is Correct And Proper For Payment	42a. Received By (Print)
41b. Signature And Title Of Certifying Officer	
42b. Received At (Location)	
42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 11****PIIN/SIIN** W52H09-04-P-0503**MOD/AMD****Name of Offeror or Contractor:** DIVING UNLIMITED INTL INC

SUPPLEMENTAL INFORMATION

1. This action is a sole source, firm fixed-price purchase order to Diving Unlimited, International, for 2 each CLX50 Drysuits, Size Large and X-Large, and two pairs of Rock Boot System, size 11, all as described in Diving Unlimited, International's catalog.
2. The contractor's quote is incorporated into this order at Attachment 001.
3. Inspection and Acceptance shall be accomplished in accordance with the clause at FAR 52.246-15, Certificate of Conformance." A copy of the contractor's COC shall be attached to a signed DD 250 in accordance with the requirements of the above referenced clause, and shall be submitted for payment after delivery.
4. F.O.B. is Destination.
5. Items are to be packaged best commercial pack and shipped to the following address:

 (W52H1C) SR WOK8 USA MAC Rock Island Arsenal
 Bldg. 299 Gillespie Avenue and Beck Lane
 Rock Island, IL 51299-5000

 MARK FOR: SFC Clayton Haney
 Bldg 104
 Phone Ext. 2-1021
6. The total dollar value of this purchase order is \$3,100.00.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-P-0503 MOD/AMD

Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified																													
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CLX50 DRY SUIT FOR SCUBA PRON: M14A1325M1 PRON AMD: 01 ACRN: AA AMS CD: 654804L4300</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL PACK</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>W52H094190T695</td> <td>W52H1C</td> <td>M</td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>2</td> <td>06-AUG-2004</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0503/0000</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W52H094190T695	W52H1C	M	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	2	06-AUG-2004			2	EA	\$ 1,550.00000	\$ 3,100.00
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																										
001	W52H094190T695	W52H1C	M	3																										
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																												
001	2	06-AUG-2004																												

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MOD/AMD

Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

DELIVERIES OR PERFORMANCE

2	52.247-34	F.O.B. DESTINATION	NOV/1991
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MOD/AMD

Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>	
0001AA	M14A1325M1 654804L4300 A14L4312M150	AA	2	21 42040000041C1C14P6548042516 S11116	4CT325	W52H09 \$	3,100.00	
TOTAL							\$	3,100.00

<u>SERVICE NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>	
Army	AA	21		42040000041C1C14P6548042516 S11116	W52H09	\$ 3,100.00	
TOTAL						\$	3,100.00

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MOD/AMD

Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

SPECIAL CONTRACT REQUIREMENTS

3 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled "Material Inspection and Receiving Report". Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is maplet@ria.army.mil. The data fax number for submission is (309) 782-6992, ATTN: Ms. Terri Maple.

(End of Clause)

(HS6510)

CONTRACT CLAUSES

4 52.204-7 CENTRAL CONTRACTOR REGISTRATION OCT/2003
5 52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS OCT/2003
6 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM APR/2003
DFARS

7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
EXECUTIVE ORDERS - COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (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:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

____(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) (15 U.S.C. 657a).

____(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I (MAR 1999) of 52.219-5.

____ (iii) Alternate II (JUNE 2003) of 52.219-5.

____(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-6.

____ (iii) Alternate II (MAR 2004) of 52.219-6.

____(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-7.

____ (iii) Alternate II (MAR 2004) of 52.219-7.

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Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

____(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

____(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (OCT 2001) of 52.219-9.

____ (iii) Alternate II (OCT 2001) of 52.219-9.

____(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

____(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.

____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(13) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X_(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

X_(15) 52.222-21, Prohibition of Segregated Facilities (JUN 2004).

__X_(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

__X_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

__X_(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

__X_(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

____(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__X_(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____(22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____(23) 52.225-5, Trade Agreements (JUN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X_(24) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2004) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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MOD/AMD

Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

X____(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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:

____(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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) (MAY 1989) (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 (February 2002) (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 Agreements (CBA) (May 1989) (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)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

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Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(IF6278)

8	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2004
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(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).

____252.219-7003 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 Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).

____252.225-7012 Preference for Certain Domestic Commodities (Jun 2004)(10 U.S.C.2533a note)

____252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

____252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

____252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (May 2004)

(____Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____252.225-7021 Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

____252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)
(____Alternate I)(JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003)(10 U.S.C. 2534(a)(3)).

____252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

____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).

____252.232-7003 Electronic Submission of Payment Requests (Jan 2004) (10 U.S.C.2227)

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MOD/AMD

Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

____ 252.243-7002 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 (FAR 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 Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).

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)

(IA6720)

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MOD/AMD

Name of Offeror or Contractor: DIVING UNLIMITED INTL INC

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DUI QUOTE	30-JUN-2004	001	