

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Jun 30, 1997

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

1. CONTRACT/PURCH ORDER NO. SPM405-04-M-0453		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2004 SEP 20		4. REQUISITION/PURCH REQUEST NO. 0010397961		5. PRIORITY DOA1	
6. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297- Local Administrator: PAROFA6 (804)279-6639 / FAX: (804)279-1679 E-mail: mandy.lambert@dla.mil				7. ADMINISTERED BY (If other than 6) DCMA NORTHERN CALIFORNIA PO BOX 232 700 EAST ROTH ROAD BLDG 330 LATHROP FRENCH CAMP CA 95231-0232		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR INSULATION SOURCES INC 2575 EAST BAYSHORE ROAD PALO ALTO CA 94303-3210		CODE 51705		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 2004 OCT 20		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED	
NAME AND ADDRESS						12. DISCOUNT TERMS NET 30 days		13. MAIL INVOICES TO See Block 15	
14. SHIP TO See Schedule - Do Not Ship to Address in Block 6		CODE		15. PAYMENT WILL BE MADE BY DFAS BVDP (SL4701) P.O. BOX 369031 COLUMBUS OH 43236-9031		CODE SL4701		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	

16. TYPE OF ORDER	<input type="checkbox"/> DELIVERY	<input checked="" type="checkbox"/>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	<input checked="" type="checkbox"/> PURCHASE		Reference your offer dated 2004 JUL 01 and furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

Other: BX:97X 4930 5CBX 001 2630 S33189

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
		TOTAL: 500			

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA Emma Pfeiffer PARF113		25. TOTAL \$ 100.00	
		BY: <i>Emma W. Pfeiffer</i>		29. DIFFERENCE	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		30. INITIALS	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		34. CHECK NUMBER		35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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FOB Destination

PLACE OF INSPECTION: SAME AS BLOCK 9 ON PAGE 1

INSPECTION OFFICE: SAME AS BLOCK 7 ON PAGE 1

REFERENCE ICO RALLY QUOTE: 5970-00-927-9560

You are encouraged and authorized to make early deliveries
on this requirement at NO ADDITIONAL COST TO THE GOVERNMENT.

SECTION B

PR 0010397961
NSN 5970-00-927-9560

ITEM DESCRIPTION:

INSULATION SLEEVING, ELECTRICAL
MIL-STD-129P FOR S/L MARKING
TYPE II, 12 MONTHS SHELF LIFE
TECH DATA AVAILABILITY:

THIS NSN IS PROCURED AS FULLY COMPETITIVE IN
ACCORDANCE WITH A MILITARY/FEDERAL
SPECIFICATIONS/STANDARDS AND/OR VOLUNTARY
INDUSTRY) STANDARDS. REFER TO SECTION L, CLAUSE
52.211-9G13 FOR OBTAINING SUCH DATA.

I/A/W STD NR MIL-STD-129
REFNO
AMEND NR P DTD 02 DEC 15
TYPE NUMBER: TYPE II, 12 MONTHS SHELF LIFE

I/A/W QAP QAP-002
REFNO
AMEND NR 00 DTD 95 NOV 01
TYPE NUMBER:

I/A/W SAE AMS-DTL-23053
BASIC
AMEND NR 00 DTD 99 JUL 01
TYPE NUMBER:

I/A/W SAE AMS-I-23053/2
BASIC
AMEND NR 00 DTD 00 JUN 01
TYPE NUMBER: M23053/2-204-0

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SECTION B

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	0010397961	0001	500	FT	<u>\$0.20000</u>	<u>\$100.00</u>

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

PREP FOR DELIVERY

PKGING DATA - QUP 200:

SHALL BE PACKAGED IN ACCORDANCE WITH HAZARDOUS MATERIALS PACKAGING REQUIREMENTS.

PACKAGING: PACKAGING FOR HAZARDOUS MATERIALS SHALL COMPLY WITH APPLICABLE REGULATIONS, I.E., TITLE 49 CODE OF FEDERAL REGULATIONS, INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTRUCTIONS (EXCLUDING PARAGRAPH 1.4 OF CHAPTERS 1 AND 3), AND INTERNATIONAL MARITIME DANGEROUS GOODS CODE (IMDG). BOTH ICAO and IMDG COMPLY WITH UNITED NATIONS (UN) RECOMMENDATIONS ON TRANSPORT OF DANGEROUS GOODS. WHEN A CONTRACT/ORDER FOR HAZARDOUS MATERIALS REQUIRES SHIPMENT THROUGH A MILITARY AERIAL PORT FOR TRANSPORT VIA MILITARY AIRCRAFT, PACKAGING SHALL COMPLY WITH DLAI 4145.3, PREPARING HAZARDOUS MATERIALS FOR MILITARY AIR SHIPMENT.

LABELING AND MARKING: ALL INTERIOR AND EXTERIOR CONTAINERS SHALL BE LABELED AND MARKED AS SPECIFIED IN THE REFERENCED PRODUCT SPECIFICATION, AND/OR AS SPECIFIED IN SECTION D OF THE CONTRACT OR ORDER. IN ADDITION, ALL LABELING AND MARKING SHALL COMPLY WITH THE REQUIREMENTS OF MIL-STD-129, 49 CFR, 29 CFR, AND, AS APPLICABLE, ICAO TECHNICAL INSTRUCTIONS, IMDG ANNEX 1, AND/OR DLAI 4145.3.

CERTIFICATION: ALL PACKAGING PERFORMANCE TEST REQUIREMENTS SHALL BE SUPPORTED BY CERTIFICATES AND REPORTS ATTESTING TO DATE OF TESTING AND DATA RESULTS OBTAINED FROM TESTING. THE CONTRACTOR'S SIGNED CERTIFICATION THAT PACKAGE CONFIGURATION MEETS 49 CFR, AND, AS APPLICABLE, ICAO, IMDG AND/OR DLAI 4145.3 REQUIREMENTS, SHALL BE INCLUDED ON THE DD FORM 250 (MATERIAL INSPECTION AND RECEIVING REPORT), OR ANY SUITABLE ALTERNATE COMMERCIAL PACKING LIST. ALL CERTIFICATES/REPORTS SHALL BE AVAILABLE FOR INSPECTION BY AUTHORIZED U. S. GOVERNMENT

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SECTION B

REPRESENTATIVES FOR A PERIOD OF NOT LESS THAN 3 YEARS FROM THE DATE OF SHIPMENT.

IF THE MATERIAL IS NOT CONSIDERED HAZARDOUS, IN ACCORDANCE WITH FED-STD-313, THE MATERIAL SHALL BE COMMERCIALY PACKAGED IN ACCORDANCE WITH ASTM D3951.

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

DELIVER FOB: DESTINATION BY: 2004 OCT 20

PARCEL POST ADDRESS:

M12101
COMMANDING OFFICER
HQCO 2D MARINES 2D MARDIV
PSC BOX 20093
CAMP LEJEUNE NC 28542
US

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SECTION B

FREIGHT SHIPPING ADDRESS:

M12101
TRAFFIC MANAGEMENT OFFICER
MF HQCO 2D MARINES 2D MARDIV
MARINE CORPS BASE BLDG 1011
CAMP LEJEUNE NC 28542
US

M/F: (TCN) M121014064C603 XXX
RDD 0
PROJ TP 3
SUP ADD Y07MA SIG A

FOR GOVERNMENT USE ONLY: IPD 12

DIC A3A DIST ADV 2F FC BK

* * * * *

REMIT PAYMENT TO:

* * * * *

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SECTION B

B13F01 13-1A-9G NOTIFICATION OF REJECTION
OF UNILATERAL AWARD (MAR 2001) DSCR

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform on a unilateral purchase order, you should promptly notify the DSCR contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances. FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.

B47F01 0-47A-9G DSCR TRANSPORTATION NOTICE
(JAN 2003) DSCR

If this is a DSCR administered award (see Block 7 of the DD Form 1155), you should contact the DSCR Transportation Office via FAX 804-279-5157 for shipping instructions, clearances, and freight addresses. For urgent requirements, you may call 804-279-4589. You must provide the weight, cube, number of pieces, and shipping location when you call or FAX.

SECTION D

D11C01 52.211-9008 BAR CODING REQUIREMENTS FOR
DIRECT VENDOR DELIVERY (DVD) SHIPMENTS DD FORM
250/250C/COMMERCIAL PACKING LIST (FEB 2004) DLADD11F39 52.211-9G73 PACKAGING AND MARKING
REQUIREMENTS (JUL 2002) DSCR

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments
FMS shipments
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at:
www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed

appropriate.

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

SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE
(AUG 1996) FARE46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING
REPORT (MAR 2003) DFARSE46F33 52.246-9G16 INSPECTION AND ACCEPTANCE POINT
(FEB 1996) DSCR

Inspection point: [] Destination [X] Origin

Acceptance point: [] Destination [X] Origin

[] Inspection and Acceptance will take place at:

Origin - First Shipment Only
Destination - Subsequent Shipments

SECTION F

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

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

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

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
FARF11F06 11-19-9G DSCR NOTE TO CLAUSE 52.211-16
VARIATION IN QUANTITY (APR 1984)

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F11F30 52.211-9G01 SHELF-LIFE ITEMS MANUFACTURING
RESTRICTIONS (MAY 2002) DSCR

(a) This clause applies when shelf-life restrictions are cited in the Procurement Item Description.

(b) Products delivered under this contract shall be manufactured/cured/assembled to ensure a minimum of 85% (allowing for rounding to whole months) shelf-life is remaining at time of receipt by the Government.

(c) Marking or labeling shall reflect these data.

(d) Supplies received by the Government with less than 85% shelf-life remaining will be considered to be nonconforming within the meaning of the Inspection Clause.

F11F42 52.211-9G52 TIME OF DELIVERY ALT I
(APR 2004) DSCRF46F01 46-6A-9G PAYMENT OFFICE DD FORM 250
DISTRIBUTION (AUG 1997) DSCR

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

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

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

F47F36 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT (MAR 1998) DSCR

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004) FAR

SECTION I

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000) DFARS

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

I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS

I47B05 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) ALT III (MAR 2000) DFARS

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

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

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

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 this/these address(es):

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

<http://www.dla.mil/j-3/j-336/icps.htm>

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

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

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

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

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

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

I32F28 32-6A-9G DSCR NOTE TO CLAUSE 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

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

DSCR NOTE: 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 contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

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

I33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES (JUL 2002) DSCR

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)