

# 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. <b>SPM407-04-M-0498</b>		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) <b>2004 SEP 21</b>		4. REQUISITION/PURCH REQUEST NO. <b>0010531523</b>		5. PRIORITY <b>DOA1</b>	
6. ISSUED BY <b>Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297- Local Administrator: PARREG9 (804)279-2365 / FAX: (804)279-2420 E-mail: marian.l.white@dla.mil</b>				7. ADMINISTERED BY (If other than 6) <b>DCMA SAN ANTONIO PO BOX 1040 SAN ANTONIO TX 78294-1040 CRITICALITY: C</b>		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR <b>LOBO VENTURES, LTD. PRECISION MOLD AND TOOL GOVERNMENT 12027 WARFIELD SAN ANTONIO TX 78216-3231</b>		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) <b>2004 NOV 10</b>		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS <b>NET 30 days</b>		13. MAIL INVOICES TO <b>See Block 15</b>	
14. SHIP TO <b>See Schedule - Do Not Ship to Address in Block 6</b>		15. PAYMENT WILL BE MADE BY <b>DFAS BVDP (SL4701) P.O. BOX 369031 COLUMBUS OH 43236-9031</b>		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER					

16. TYPE OF ORDER	<input type="checkbox"/> DELIVERY	<input checked="" type="checkbox"/> PURCHASE		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
	Reference your <b>offer dated 2004 AUG 25</b> 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
		<b>TOTAL: 3</b>			

* 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 <b>Roni Pitt</b>		PAROFC9		25. TOTAL <b>\$ 681.00</b>	
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		27. SHIP. INO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. D.O. VOUCHER NO.		29. DIFFERENCE	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		30. INITIALS	
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____						33. AMOUNT VERIFIED CORRECT FOR	
						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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SURPLUS OFFER EVALUATED AND DETERMINED ACCEPTABLE BY PRODUCT SPECIALIST  
ASSIGNED TO THIS NSN, USING SPECIAL QUALITY ASSURANCE PROVISION (QAP)  
QS01.

SHIPPING POINT, INSPECTION POINT: SAME AS BLOCK 9, PAGE 1.

INSPECTION OFFICE: SAME AS BLOCK 7, PAGE 1.

## SECTION B

PR 0010531523  
NSN 5940-01-121-3416

## ITEM DESCRIPTION:

TERMINAL, STUD  
PRECIOUS METAL GOLD  
RAYTHEON COMPANY  
CAGE 82577  
P/N 3516887

DSCR DOES NOT CURRENTLY HAVE AN APPROVED  
TECHNICAL DATA PACKAGE AVAILABLE FOR THIS NSN.  
PLEASE DO NOT SUBMIT REQUEST TO DSCR-VABA.

CRITICAL APPLICATION ITEM

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	0010531523	0001	3	EA	\$227.00000	\$681.00

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

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = XX:  
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:  
UNIT CONT = 10: OPI = 0:  
INTRMDTE CONT = XX: INTRMDTE CONT QTY = AAA:  
PACK CODE = U:  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
SPECIAL MARKING CODE: 00 - No special marking  
PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A  
DATED 4090

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

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SECTION B

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 NOV 10

PARCEL POST/FREIGHT ADDRESS:

W25G1U  
XU TRANSPORTATION OFFICER  
DDSP NEW CUMBERLAND FACILITY  
BUILDING MISSION DOOR 113 134  
NEW CUMBERLAND PA 17070-5001  
US

NON-MILSTRIP  
PROJ

\* \* \* \* \*

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.

B47F03 47-3A-9G DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in the DSCR Master Solicitation, Section 3. <http://www.dscr.dla.mil/procurement/mastersol.htm>.

SECTION D

D11F39 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](http://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) FAR

E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

E46F01 46-7A-9G DSCR NOTE TO CLAUSE 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

DSCR NOTES:

On Fast Pay orders, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250.

Supply of forms and instructions for preparation and distribution of the DD Form 250 when required will be provided by the Administering office designated in Block 7 of the DD Form 1155. Forms are also available at: <http://webl.whs.osd.mil/icdhome/DDEFORMS.htm>.

Unless Fast Pay applies, payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE ORDER, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE ORDER, the form shall reflect the signature of the Government consignee's representative.

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE ORDER, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.

WHEN the DD Form 250, Material Inspection and Receiving Report, is submitted via Wide Area Workflow (WAWF-RA), the contractor is still required to provide a copy of the DD Form 250 in the material shipment itself. DSCR (APR 2004)

E46F33 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:

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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) FAR

F11F06 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.

F11F36 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV C (03290) (NOV 2003) DSCR

F11F42 52.211-9G52 TIME OF DELIVERY ALT I (APR 2004) DSCR

F46F01 46-6A-9G PAYMENT OFFICE DD FORM 250 DISTRIBUTION (AUG 1997) DSCR

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

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

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

SECTION I

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

I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS

I04F04 4-2A-9G DSCR NOTE TO CLAUSE 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001) DFARS

(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>.

DSCR NOTE: For obtaining DUNS refer to 52.204-6 for non-commercial items or 52.212-1 for commercial items. DSCR (MAY 1998)

I08F30 52.208-9G01 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT (DEC 1997) DSCR

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

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

I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

(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. (X) Yes ( ) No (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). (X) Yes ( ) No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited. ( ) Yes ( ) No (X) Unknown (Vendor Fill-in) If no, the revision offered does not affect form, fit, function, or interface. ( ) Yes ( ) No

( ) Unknown. The material was manufactured by:

Name \_\_\_\_\_  
 RAYTHEON CO (Vendor Fill-in)  
 Address \_\_\_\_\_  
 EL SEGUNDO, CA (Vendor Fill-in)  
 \_\_\_\_\_ (Vendor Fill-in)

(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 \_\_\_\_\_ (Vendor Fill-in)

Contract Number \_\_\_\_\_ (Vendor Fill-in)

Contract Date (Month/Year) \_\_\_\_\_ (Vendor Fill-in)

Other Source \_\_\_\_\_ (Vendor Fill-in)  
 OTHER DEALER (Vendor Fill-in)

Address \_\_\_\_\_ (Vendor Fill-in)

Date Acquired (Month/Year) \_\_\_\_\_ (Vendor Fill-in)

(3) The material has been altered or modified.

( ) Yes (X) No (Vendor Fill-in)  
 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 (X) No. (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ( ) Yes ( ) No (Vendor Fill-in); 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 (X) No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. ( ) Yes ( ) No (Vendor Fill-in)

(5) The material has data plates attached. ( ) Yes (X) No (Vendor Fill-in). 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. (X) Yes ( ) No (Vendor Fill-in). (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 \_\_\_\_\_ (Vendor Fill-in)  
 DLA400-83-M-BQ54

NSN \_\_\_\_\_ (Vendor Fill-in)  
 5940-01-121-3416

Cage Code \_\_\_\_\_ (Vendor Fill-in)  
 82577

Part Number \_\_\_\_\_ (Vendor Fill-in)  
 3516887

Other Markings/Data \_\_\_\_\_ (Vendor Fill-in)  
 TERMINAL STUD

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. ( ) Yes (X) No (Vendor Fill-in). 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:

AgencyContract Number \_\_\_\_\_ (Vendor Fill-in)

(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 (X) No (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. ( ) Yes (X) No (Vendor Fill-in)

Specification/Drawing Number \_\_\_\_\_ (Vendor Fill-in)

Revision (if any) \_\_\_\_\_ (Vendor Fill-in)

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Date \_\_\_\_\_  
(Vendor Fill-in)

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

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.

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

- (X) Yes ( ) No. If yes,
- (i) Material has been re-preserved. ( ) Yes (X) No (Vendor Fill-in);
- (ii) Material has been repackaged. ( ) Yes (X) No (Vendor Fill-in);
- (iii) Percentage of material that has been inspected is \_\_\_\_\_ % (Vendor Fill-in) and/or number of items inspected is \_\_\_\_\_ (Vendor Fill-in); and
- (iv) a written report was prepared. ( ) Yes (X) No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. ( ) Yes (X) No (Vendor Fill-in)

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)

(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.

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

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material

DSCR NOTE:

being offered was previously owned by the Government (Offeror check which one applies):

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.

- ( ) (Vendor Fill-in) 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.
- ( ) (Vendor Fill-in) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the

material.

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

- (X) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings

and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number.

- (This information has already been provided in paragraph (c)(6) of this clause. (X) Yes ( ) No.
- ( ) (Vendor Fill-in) 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.

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)

\_\_\_\_\_  
(Vendor Fill-in)

\_\_\_\_\_  
Vendor Fill-in)

(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.

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

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

I23B03 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)  
DFARS

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

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

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

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

I46F32 52.246-9G05 WARRANTY PPP&M (APR 2000) DSCR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I46F36 52.246-9G33 MISDIRECTED SHIPMENTS  
(JAN 1996) DSCR

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

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

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

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

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

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

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

(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.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)  
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