

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Jan 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. SP0740-03-M-KX81	2. DELIVERY ORDER NO.	3. DATE OF ORDER (YYMMDD) 2003 SEP 23	4. REQUESTION/PURCH REQUEST NO. YPC03220000040	5. PRIORITY DOA1
6. ISSUED BY CODE SP0700 Definite Supply Center Collins 3990 E. Broad St. F.O. Box 18704 Columbus, OH 43216-9810 Local Administrator: PAABCAP (614)692-3817 / FAX: (614)693-1479 E-mail: Caroline.Halack@da.mil	7. ADMINISTERED BY (If other than 6) CODE S4404A DCMA SAN ANTONIO ATTN: DCMC-GEP 613 E HOUSTON ST. PO BOX 1040 SAN ANTONIO TX 78284-1040 CRITICALITY: A	8. DELIVERY JOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule of Dates)	10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 40 DAYS ADO	11. MARK IF BUSINESS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
9. CONTRACTOR CODE 55345 NAME AND ADDRESS ALAMO AIRCRAFT LTD. 2438 SW 34TH ST. PO BOX 37343 SAN ANTONIO TX 78237-0343 Vendor's Copy was used EDL. Do not Duplicate shipment.	12. DISCOUNT TERMS NET 30 days	13. MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	13. MAIL INVOICES TO See Block 15	

14. SHIP TO CODE See Schedule - Do Not Ship to Address in Block 6	15. PAYMENT WILL BE MADE BY CODE S33181 ATTN: DFAS CO BYDP/CC CONSTRUCTION 3898 E BROAD ST. PO BOX 182317 COLUMBUS OH 43218-6203 EFT: T
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16. DELIVERY TYPE OF ORDER: 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 **offer dated 2803 AUG 20** 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 ITS TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THEREUNDER.

ALAMO AIRCRAFT LTD *Stephanie Forsyth* **VICE PRESIDENT** **09-18-03**

NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies: 1

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

CG: 97X4930 SCC0 001 26.0 S33150

18. ITEM NO	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Remarks: CONFIRMING ORDER - DO NOT DUPLICATE ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT. Additional documents to follow hardcopy.	TOTAL: 4			

24. UNITED STATES OF AMERICA

BY: *Stephanie Forsyth* CONTRACTING/ORDERING OFFICER

25. TOTAL \$ **384.00**

26. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

27. SHIP. NO. PARTIAL FINAL

28. D.O. VOUCHER NO.

29. DIFFERENCE

30. INITIALS

31. PAYMENT COMPLETE PARTIAL FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment.
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED AT 38. RECEIVED BY (Print)

39. DATE RECEIVED (YYMMDD)

40. TOTAL CONTAINERS

41. S/R ACCOUNT NUMBER

42. S/R VOUCHER NO.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

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**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. SP0740-03-M-KX81		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2003 SEP 23		4. REQUISITION/PURCH REQUEST NO. YPC0322000040		5. PRIORITY DOA1		
6. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PAABCAP (614)692-2817 / FAX: (614)693-1679 E-mail: Caroline.Blalock@dla.mil			CODE SP0700		7. ADMINISTERED BY (If other than 6) DCMA SAN ANTONIO ATTN: DCMC-GEF 615 E HOUSTON ST PO BOX 1040 SAN ANTONIO TX 78294-1040			CODE S4404A		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>
9. CONTRACTOR ALAMO AIRCRAFT LTD. 2538 SW 36TH ST. PO BOX 37343 SAN ANTONIO TX 78237-0343 Vendor's Copy was sent EDI. Do not Duplicate shipment.			CODE 55345		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 40 DAYS ADO		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input 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 ATTN DFAS CO BVPDCC/CC CONSTRUCTIO 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203			CODE S33181		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER
16. DELIVERY TYPE OF ORDER <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 offer dated 2003 AUG 20 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 checked="" type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies: 1					

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
CG: 97X4930 5CC0 001 26.0 S33150

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Remarks: CONFIRMING ORDER -- DO NOT DUPLICATE ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT. Additional documents to follow hardcopy.	TOTAL:			
		4			

* 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			25. TOTAL \$ 380.00	
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. NO. <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		37. RECEIVED AT		38. RECEIVED BY (Print)		33. AMOUNT VERIFIED CORRECT FOR
39. DATE RECEIVED (YYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		34. CHECK NUMBER
						35. BILL OF LADING NO.
						42. S/R VOUCHER NO.

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THE SURPLUS ITEMS MUST BE FROM CONTRACT NUMBER:
F4606-87-G-0102-SA 2E FOR A TOTAL QTY OF 4 EACH

NO COC AUTHORIZED

100% ORIGIN INSPECTION AND ACCEPTANCE BY DCMA QAR IS MANDATORY.
ALL DOCUMENTATION SUBMITTED TO ESTABLISH TRACEABILITY MUST BECOME A
PERMANENT PART OF THE CONTRACT FILE
CERTIFY THAT MATERIAL OFFERED OF FREE FORM RUST, CORROSION, NICKS, DENTS
OR OTHER DAMAGE THAT WOULD MAKE THE ITEM NOT USEABLE FOR THE PURPOSE
INTENDED. THE MATERIAL IS NEW, UNUSED AND IN ITS ORIGINAL PACKAGING AND IN
THE SAME CONDITION AS IF NEWLY MANUFACTURED. ITEM IS NOT KNOWINGLY PART OF
ANY DEFECTIVE PRODUCTION RUN OR CONDEMNED LOT OF MATERIAL. REJECTION OF
MATERIAL OFFERED. EACH ITEM MUST DISPLAY THE SAME PACKING LABEL AND THE
SAME CONTRACT NUMBER

SECTION B

PR YPC03220000040
NSN 4810-00-766-5525

ITEM DESCRIPTION:

CAP ASSEMBLY, VALVE
DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.

WHITTAKER CONTROLS INC. (79318) P/N 224639

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC03220000040	0001	4	EA	\$95.00000	\$380.00

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

PREP FOR DELIVERY

PKGING DATA - QUP 001:
SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR
CODING IN ACCORDANCE WITH AIM BC1.

DELIVER FOB: DESTINATION BY: 2003 NOV 02

PARCEL POST/FREIGHT ADDRESS:

EZ2112
AERO TURBINE INCORPORATED
6800 S LINDBERGH ST
STOCKTON CA 95206-3901

M/F: (TCN) EZ32503217MB33 XXX
RDD SHIP BY FASTEST TRACEABLE MEANS
PROJ TP 1
SUP ADD EZ2112 SIG L

CONTINUED ON NEXT PAGE

SECTION B

FOR GOVERNMENT USE ONLY: IPD 03

DIC A4A DIST H91 ADV 2L FC HR

REMIT PAYMENT TO:

CONTINUED ON NEXT PAGE

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same

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

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

For Simplified Acquisitions (under \$100,000) quotes may respond electronically via the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dscclia.mil> or by facsimile to the buyer's fax number.

A03A - NOTIFICATION OF REJECTION OF UNILATERAL AWARD (DSCC 52.242-9C05) (OCT 2002)

NOTE: Not applicable to Bilateral Purchase Orders.

The Government's offer to purchase, as evidence by this order, is made on the basis of your quotation. Although you are not legally obligated to perform, you should promptly notify the administrative contracting officer 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.

SECTION B

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

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

B42 - CLAUSES APPLICABLE TO BILATERAL PURCHASE ORDERS (DSCC 52.213-9C05) (JAN 2003)

FAR 52.243-1 - Changes - Fixed-Price (Aug 1987)
DFARS 252.243-7001 - Pricing of Contract Modifications (Dec 1991)
FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Apr 1984)
FAR 52.249-8 - Default (Fixed-Price Supply and Service) (Apr 1984)

() FAR 52.204-2 - Security Requirements (used only in classified acquisitions and made applicable when checked)

SECTION D

D02c - PACKAGING AND MARKING REQUIREMENTS (AUG 1999) (DSCC 52.246-9C40)

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

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

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

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)

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

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

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

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

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

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

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

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

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

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

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

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SECTION E

Applicable to CLIN(s): ALL

E01 - CLAUSES INCORPORATED BY REFERENCE

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

() Same as above

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

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

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

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

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

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

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

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

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

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

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

(c) Inspection Points:

SUPPLIES

(X) Same as Offeror

Applicable to CLIN(s): ALL

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

(X) Same as Offeror

Applicable to CLIN(s):

Applicable to CLIN(s):

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination -Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2003)

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

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

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

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

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E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13)
(JAN 1999)

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

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)
 FAR 52.242-15 - Stop-Work Order (AUG 1989)
 FAR 52.242-17 - Government Delay of Work (APR 1984)
 FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)
 FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)
 FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)
 FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)
 FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)
 FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

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

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

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
 Telephone (614) 692-2175
 Telephone (614) 692-7038 ('S9C' - Construction)
 Telephone (614) 692-7039 ('S9E' - Electronics)
 (COLLECT CALLS WILL NOT BE ACCEPTED)
 (2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

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

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

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

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

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

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).
- (4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to

delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F19 - TIME OF DELIVERY (DSCC 52.211-9C14) (MAR 2001)

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

CLIN(s)	QUANTITY	DAYS
0001	4	40

Liquidated Damages () is (X) is not applicable.

NOTE: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.

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

SECTION I

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dia.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>
 NOTE: If not applicable becomes self-deleting.

FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000) (JUN 2003)
 FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000) (JUL 1995)
 FAR 52.211-5 - Material Requirements (AUG 2000)
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 FAR 52.222-1 - Notice to the Government of Labor Disputes (Over \$2,000) (FEB 1997)
 FAR 52.222-3 - Convict Labor (Over MPT) (JUN 2003)
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002) (Over MPT)
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (Over \$10,000) (DEC 1996)
 FAR 52.222-21 - Prohibition of Segregated Facilities (Over \$10,000) (FEB 1999)
 FAR 52.222-26 - Equal Opportunity (Over \$10,000) (APR 2002)
 FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Over \$10,000) (APR 1989)
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (Over \$2,500) (JUN 1998)
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Over \$10,000) (JAN 1999) (Applicable with FAR 52.222-35)
 FAR 52.223-14 - Toxic Chemical Release Reporting (Over \$100,000 applicable only to competitive non commercial acquisitions only) (AUG 2003)
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (JUN 2003) (Deviation)
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)
 FAR 52.227-1 - Authorization and Consent (JUL 1995)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-23 - Assignment of Claims (Over \$2,500) (JAN 1986)
 FAR 52.232-25 - Prompt Payment (Over MPT) (FEB 2002)
 FAR 52.233-1 - Disputes (DEC 1998)

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FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.243-1 - Changes - Fixed Price (AUG 1987)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.248-1 - Value Engineering (Over \$25,000) (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000)
 DFARS 252.209-7004 - Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Over \$100,000) (MAR 1998)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (Over \$56,190) (APR 2003)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement w/Alternate I (\$25,000 - \$56,190) (APR 2003)
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991)
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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

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

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

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

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

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

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

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

(a) Definition.

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

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

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:

PLEASE SEE ENCLOSURE #1

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes () No ()

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes () No ()

If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes () No ()

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes () No ()

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If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes () No (); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done, or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes () No ()

If yes, the price includes replacement of cure-dated components. Yes () No ()

(5) The material has data plates attached.

Yes () No ()

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes () No ()

If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No () If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No () If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for

source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

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

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

() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ().)

() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

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Enclosure #1

1

TO:

REF: YPC03220000040

FROM: YOLANDA GALINDO - BID CLERK FOR
LEON C. WULFE, JR./VICE PRESIDENT
ALAMO AIRCRAFT, LTD.
2538 SW 36TH ST./P.O. BOX 37343
SAN ANTONIO, TX 78237-0343
PH 210-434-5577
FX 210-434-1030 OR 210-433-5713

I38AA 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(Previous versions of this clause are considered obsolete.)

DSCR NOTE: SURPLUS MATERIAL IS ACCEPTABLE. This clause restates information provided by the successful offeror in its offer.

If origin inspection is cited for this award, Quality Assurance Provision (QAP) S01 and any supplemental requirements specified in the remarks section of this award apply.

If destination inspection is cited for this award, QAP S01 does not apply. Applicable QAP, if any, will be as cited in the PID.

Full text of QAPs is available on the DSCR Master Solicitation, Section 2, at <http://www.dscr.dla.mil/qap/qaps.htm>. DSCR (JUL 2002)

(a) Definition.

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

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

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes No

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). Yes No

The material conforms to the revision letter/number, if any is cited. Yes No Unknown If no, the revision offered does not affect form, fit, function, or interface. Yes No Unknown

The material was manufactured by:

Whittaker Corp.
(Name)

79318
(Cage Code)

(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 DRMS MEMPHIS, TN

Contract Number 48-7051 #217

Contract Date (Month, Year) _____

Other Source

Address _____

Date Acquired (Month/Year) _____

(3) The material has been altered or modified. Yes No If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes No If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes No; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. Yes No If yes, the price includes replacement of cure-dated components. Yes No

(5) The material has data plates attached. Yes No If yes, the Offeror must state below all information contained thereon, or forward a copy or

facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes No (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number	
	4810007665525
NSN	4810 00 766 5525RX
	FSCM 79318
CAGE Code	MFR P/N 224639
	CAP
Part Number	1 EACH
	F04606 87 G 0102 SAZE
Other Markings/Data	A15/88

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.
 Yes No If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency _____

Contract Number _____

(8) The material is manufactured in accordance with a specification or drawing. Yes No If yes, (i) the specification/drawing is in the possession of the Offeror. Yes No; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes No

Specification/Drawing Number _____

Revision (if any) _____

Date _____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes No If yes, (i) Material has been re-preserved. Yes No; (ii) Material has been repackaged. Yes No; (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. Yes No If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes No *Material inspected for correct part number and will be opened/inspected with DCMA QAR present.

(d) The Offeror agrees that in the event of award and

notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

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

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

For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes No.)

When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another

location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. All certifications and statements by offeror are to the best of our knowledge. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.