

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. SP0920-04-M-2427		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2004 JAN 30		4. REQUISITION/PURCH REQUEST NO. YPE03342000708		5. PRIORITY DOA3					
6. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PCCSCGT (614)692-1078 / FAX: (614)692-6911 E-mail: Sandra.J.Hughes@dla.mil			CODE SP0900		7. ADMINISTERED BY (If other than 6) CMDC DCMC SYRACUSE SUITE 300 615 ERIE BLVD WEST SYRACUSE NY 13204-2408		CODE S3306A		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <small>(See Schedule if other)</small>				
9. CONTRACTOR DYNALEC CORP 87 W MAIN ST SODUS NY 14551			CODE 12763		CRITICALITY: B FACILITY CODE 12763		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) See Schedule		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
14. SHIP TO See Schedule - Do Not Ship to Address in Block 6			CODE		15. PAYMENT WILL BE MADE BY HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		12. DISCOUNT TERMS NET 30 days				
16. DELIVERY 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 offer dated 2004 JAN 22, 77 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.										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE EG: 97X4930 5CE0 001 26.0 S33150			NAME OF CONTRACTOR If this box is marked, supplier must sign Acceptance and return the following number of copies:			SIGNATURE 			TYPED NAME AND TITLE				
18. ITEM NO.			19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
			Remarks: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT.			TOTAL: 211							
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			24. UNITED STATES OF AMERICA BY: 			27. SHIP. NO.		28. D.O. VOUCHER NO.		25. TOTAL \$ 237164.00		29. DIFFERENCE	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			32. PAID BY		30. INITIALS		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER	
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER			39. DATE RECEIVED (YYMMDD)			40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		35. BILL OF LADING NO.		42. S/R VOUCHER NO.	

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Manufacture Facilities:
12763

DYNALEC CORP
87 W MAIN ST
SODUS NY 14551

DYNALEC CORPORATION (12763) IS WAIVED FOR FIRST ARTICLE TESTING.

SEE SQAP00-577-1242 FOR ACCEPTANCE TESTING REQUIREMENTS.

SECTION B

PR YPE03342000708
NSN 5965-00-577-1242

ITEM DESCRIPTION:

LOUDSPEAKER, PERMANENT MAGNET

DLAD 52.246-9004, PRODUCT VERIFICATION TESTING, APPLIES. THIS CLAUSE IS A GOVERNMENT OPTION THAT CAN ONLY BE INVOKED UPON THE COGNIZANT CONTRACT ADMINISTRATION OFFICE NOTIFYING THE CONTRACTOR THAT PVT SAMPLES ARE TO BE SELECTED.

IF THE APPLICABLE (OEM OR MILITARY) DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY LEVEL (AQL). THE SAMPLING ACCEPTANCE NUMBER SHALL BE REDUCED TO ZERO (0). FOR EXAMPLE IF THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3) DEFECTS AND REJECT ON (4) DEFECTS. THE NEW ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE SAMPLE SIZE REMAINS THE SAME.

THE USE OF ANY CLASS I OZONE-DEPLETING SUBSTANCE (ODS) IN THE DESIGN, MANUFACTURING, TESTING, CLEANING, OR ANY OTHER PROCESS FOR THIS ITEM UNDER ANY MILITARY OR FEDERAL SPECIFICATION, STANDARD OR DRAWING REFERENCED IN THIS ITEM DESCRIPTION IS "PROHIBITED" UNLESS THE SEPARATE WRITTEN APPROVAL OF THE CONTRACTING OFFICER IS OBTAINED. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT PERFORMANCE REQUIREMENTS. THIS DOES NOT APPLY TO COMMERCIAL ITEMS, AS DEFINED IN "FAR 11.001" OR TO PART-NUMBERED-ONLY ITEMS.

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 16236 SQAP00-577-1242
REFNO DTD 03 JUL 08
AMEND NR DTD
TYPE NUMBER: LS-657/SIC
SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS
(SQAP) OR QUALITY ASSURANCE PROVISIONS (QAP)

I/A/W SPEC NR MIL-L-24223/3A

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SECTION B

REFNO DTD 86 OCT 22
AMEND NR DTD
TYPE NUMBER: LS-657/SIC

I/A/W SPEC NR MIL-L-24223C
BASIC DTD 86 OCT 22
AMEND NR DTD
TYPE NUMBER: LS-657/SIC

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	YPE03342000708	0001	100	EA	\$1124.00000	\$112400.00

QTY VARIANCE: PLUS 0% MINUS 2%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

DELIVERY FOB: DESTINATION BY: 2004 JUL 28

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	YPE03342000708	0001	44	EA	\$1124.00000	\$49456.00

QTY VARIANCE: PLUS 0% MINUS 2%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

DELIVERY FOB: DESTINATION BY: 2004 AUG 27

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 31: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = 00: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = E6: OPI = O:
INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

SUPPLEMENTAL INSTRUCTIONS

----- SPECIAL INSTRUCTION FOR -----
----- MAGNETIC MATERIAL -----

THIS MATERIAL MAY BE CONSIDERED HAZARDOUS FOR
AIR TRANSPORTATION.

FOR CARRIAGE BY AIRCRAFT, IF ANY PACKAGE THAT
HAS A MAGNETIC FIELD STRENGTH OF MORE THAN
0.00525 GAUSS MEASURED AT 4.5 M (15 FEET) FROM
ANY SURFACE OF THE PACKAGE.

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IF THIS MATERIAL IS IDENTIFIED AS BEING A
HAZARDOUS MATERIAL, PLEASE CONTACT DSCC-VSP.

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

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP
PROJ

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	YPE03342000708	0002	67	EA	\$1124.00000	\$75308.00

QTY VARIANCE: PLUS 0% MINUS 2%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

DELIVER FOB: DESTINATION BY: 2004 AUG 27

PARCEL POST ADDRESS:

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SECTION B

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG W143 DWY 9
NORFOLK VA 23512-0001

FREIGHT SHIPPING ADDRESS:

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG 135 DWY 10
NORFOLK VA 23512-0001

NON-MILSTRIP
PROJ

REMIT PAYMENT TO:

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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.dsc.dla.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.

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.dsc.dla.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/icps.htm>.

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The office symbol for the Packaging Team is DSCC-VSP.

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.

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) (JUNE 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 (DSCC 52.247-9C02) 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 Container Consolidation 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.dsc.dla.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.

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.dsc.dla.mil/downloads/packaging/dcl636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

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

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.

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(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):

() 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):

() Same as above

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

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 52.247-4B, 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) (MAR 2003)

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

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

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (DEC 2001)

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 (latest revision), '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.

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

E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.

DSCC Exclusions:

(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause E30, DSCC 52.246-9C34 applies):

(1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in

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length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.

- (2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.
- (3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.

E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (MAR 2002)

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, 'Marking for Shipment and Storage'. In addition to MIL-STD-129N requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD-129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

(a) Semiconductor Devices procured under MIL-PRF-19500M:

- (1) Part or Identifying Number (PIN)
- (2) Manufacturer's ID and symbol
- (3) Lot identification code and code of assembly plant (if applicable)
- (4) Beryllium oxide identifier (if applicable)
- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)

(b) Microcircuits procured under MIL-M-385 I OJ, Notice I:

- (1) PIN
- (2) Identification code
- (3) Manufacturer's identification
- (4) Manufacturer's designation symbol
- (5) Country of origin
- (6) 'JAN' certification mark
- (7) Special marking
- (8) Electrostatic discharge sensitivity identifier

(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification

- (1) Identification number
- (2) Manufacturer's identification
- (3) Manufacturer's date code

(d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation GX or ZZ, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129N.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N.

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).

(b) MULTIPACKS:

- (1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded.
- (2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the

commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD-129N is required.

6. Parcel Post APO/FPO Shipments: The statement 'Contents for Official Use. Exempt from Customs Requirements' be annotated above the mailing address.

7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.

8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.

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)

F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)

- (b) 00 Percent increase
- 02 Percent decrease

This increase or decrease shall apply to:
ENTIRE QUANTITY

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.decc.dla.mil/refs/provclauses/>.

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10 11**P05 - 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 P04, 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.

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.dla.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 (JAN 2004) (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) (DEC 2001)
 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) (DEC 2001) (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 (DEC 2003)
 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) (OCT 2003)
 FAR 52.233-1 - Disputes (JUL 2002)
 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 (APR 1992)
 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 03)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)
 DFARS 252.225-7036 - Buy American Act-Free Trade Agreements-Balance of Payments Program (Over \$58,550) (JAN 2004)
 DFARS 252.225-7036 - Buy American Act-Free Trade Agreements, Alternate I (\$25,000 - \$58,550) (JAN 2004)
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 03)
 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) (OCT 2003)

I110a - CENTRAL CONTRACT REGISTRATION (FAR 52.204-7) (OCT 2003)

I11 - ALTERNATE A, FAR 52.204-7 (DFARS 252.204-7004) (NOV 2003)

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

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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 S145.1). 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
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**I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
(DFARS 252.232-7003) (JAN 2004)**

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) 'Payment request' means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

**I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)
(APR 2003)****I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES,
DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)**

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist2.daps.dla.mil/quicksearch/>

**I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)
(APR 1984)****I89 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
(FAR 52.219-6) (JUN 2003)**

() Alternate I (OCT 1995)