

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

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

FORM NO. 9

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-KE87		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2003 SEP 30		4. REQUISITION/PURCH REQUEST NO. YPC03199000335		5. PRIORITY DOC9			
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.Balock@dla.mil			CODE SP0700		7. ADMINISTERED BY (if other than 6) DCMA DALLAS 1200 MAIN ST DALLAS TX 75202-4399			CODE S4402A		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <small>(See Schedule if other)</small>	
9. CONTRACTOR NAME AND ADDRESS ORBITAL PARTS INC 615 S. 4TH AVE. MANSFIELD TX 76063-1900			CODE OEZH6		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 30 DAYS ADO		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS 01.000% 10 days, 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 BVDPCC/CC CONSTRUCTIO 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203 EFT: T			CODE S33181		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	

16. DELIVERY TYPE OF ORDER		<input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/> DELIVERY		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 JUL 22, 19941 and furnish the following on items 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 ORBITAL PARTS INC			SIGNATURE <i>Randy Hague</i>			TYPED NAME AND TITLE RANDY HAGUE President			DATE SIGNED (YYMMDD) 03 SEPT 24		
<input checked="" 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
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: 6			
* 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 BY: <i>Ruby A Blackhurst</i> CONTRACTING ORDERING OFFICER			25. TOTAL \$ 1110.00
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.	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY	
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____				30. INITIALS _____ 33. AMOUNT VERIFIED CORRECT FOR	
37. RECEIVED AT		38. RECEIVED BY (Print)		34. CHECK NUMBER	
39. DATE RECEIVED (YYMMDD)		40. TOTAL CONTAINERS		35. BILL OF LADING NO.	
41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

SECTION B

PR YPC03199000335
NSN 3040-00-072-7365

ITEM DESCRIPTION:

SHAFT MECHANISM, CANOPY.

NORTHROP GRUMMAN SYSTEMS CORP (76823) P/N 4-13720-1

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC03199000335	0001	6	EA	\$185.00000	\$1110.00

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 = ZZ: CLNG/DRY = X: PRESV MAT = XX:
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = XX: OPI = O:
INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:
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 DC1636P001 REV E
DATED 3029

SUPPLEMENTAL INSTRUCTIONS

PRESERVATION AND PACKAGING SHALL BE
IAW ASTM-D3951, COMMERCIAL PACKAGING.

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 OCT 30

PARCEL POST ADDRESS:

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SECTION B

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

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.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.

NOTICE

A06 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (OCT 2000)

It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Preload 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.

Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility
Phone: (717) 770-6969
New Cumberland, PA

Defense Distribution Depot San Joaquin
Stock, Warehouse 10 - Phone (209) 839-4307
CCP, Warehouse 30 - Phone (209) 839-4518
Tracy, CA

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>

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 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) (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.

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): 0001

E01 - CLAUSES INCORPORATED BY REFERENCE

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

() Same as above

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

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

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.

Applicable to CLIN(s):

(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.

Applicable to CLIN(s):

(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.

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.

(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: 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.

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.

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

(c) Inspection Points:

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

SUPPLIES

(X) Same as Offeror
Applicable to CLIN(s): 0001

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.

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

(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.

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

(X) Same as Offeror

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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/Preload 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](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 (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)
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

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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 part 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:
 SEE SURPLUS INFORMATION ATTACHED

(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 ()

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Order Number:

SP0740-03-M-KE87

PAGE OF PAGES

8

9

NSN

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 ().)

Cage Code

() 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.

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:

(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.

Agency

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

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 ()

(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.

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 ()

(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.

(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.

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

(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):

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)

() 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

CONTINUED ON NEXT PAGE

[Return to Certificate Homepage](#)ORBITAL PARTS, INC. CAGE: 0EZH6 SOLICITATION P/R YPC03199000335Create Date 07/22/2003

52.211-9000 Government surplus material.
As prescribed in 11.304-91(a), insert the following clause:

GOVERNMENT SURPLUS MATERIAL (APR 2002) - DLAD
(Previous versions of this clause are considered obsolete.)

(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:

NORTHROP GRUMMAN SYSTEMSCORP. (76823)

(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

DRMO-MEMPHIS

Contract Number

41-5078-0019

Contract Date (Month,Year)

11/94

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



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FSCN: 76823 MFR/PN: 4-13720-1
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DLA500-88-M-VES8
C/C 4/89

CONTACT #
DLA500-88-M-VES8