

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. SP0560-03-M-R063		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2003 APR 26		4. REQUISITION/PURCH REQUEST NO. YPI03070000156		5. PRIORITY DOA1		
6. ISSUED BY Defense Supply Center Phila G & I 700 Robbins Ave. Philadelphia, PA 19111-5092 Local Administrator: PFFBC12 (215)737-4703 / FAX: (215)737-5191 E-mail: sabrina.morgan@dla.mil			CODE SP0500		7. ADMINISTERED BY (If other than 6) DEFENSE SUPPLY CENTER PHILADELPHIA GENERAL AND INDUSTRIAL 700 ROBBINS AVE PHILADELPHIA PA 19111-5096			CODE SP0500		DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <small>(See Schedule if other)</small>
9. CONTRACTOR NAME AND ADDRESS			CODE 1V5Z4		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 35 DAYS ADO		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
							12. DISCOUNT TERMS NET 30 days		13. MAIL INVOICES TO See Block 15	
14. SHIP TO See Schedule - Do Not Ship to Address in Block 6			CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-BVDPPI/CC P.O. BOX 182317 COLUMBUS, OH 43218-6248			CODE S36054		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER		DELIVERY <input type="checkbox"/>		PURCHASE <input checked="" type="checkbox"/>		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your offer dated 2003 APR 18 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.			
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NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYMMDD)	
<input type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies:					

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
KG: 97X4930.5CK0 01 O.C. 26 S33150

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
		TOTAL: 10			

* 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 SABRINA MORGAN PFFBC12			25. TOTAL \$ 349.50	
		BY: <i>Sabrina Morgan</i>			29. DIFFERENCE	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		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 _____				33. AMOUNT VERIFIED CORRECT FOR		
				34. CHECK NUMBER		
				35. BILL OF LADING NO.		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.	

SECTION B

PR YPI03070000156
NSN 6230-01-494-0603

ITEM DESCRIPTION:

FLASHLIGHT
BOB BALLEW & ASSOCIATES L.L.C. (1V5Z4)
FORT WORTH, TX
P/N N-03

WHEN THE PURCHASE ITEM DESCRIPTION (PID) DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S) OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY ADDITIONAL REQUIREMENTS SET FORTH IN THE PID, ONLY THAT/THOSE PRODUCT(S) HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS."

.
A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED BY ONE OF THE ENTITIES CITED IN THE PID WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT MANUFACTURED BY OTHER THAN ONE OF THE ENTITIES CITED IN THE PID IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE PID.

.
IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A CONTRACT OR ORDER FOR AN EXACT PRODUCT, THE ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO THE GOVERNMENT.

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SECTION B

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPI03070000156	0001	10	EA	\$34.95000	\$349.50

QTY VARIANCE: PLUS 0% MINUS 0%
 INSP/ACCEP POINT: I/A/W FAST PAY PROCEDURES

PREP FOR DELIVERY

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

QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = XX: CUSH/DUNN MAT = BG: CUSH/DUNN THKNESS = X:
 UNIT CONT = D3: OPI = O:

INTRMDTE CONT = XX: INTRMDTE CONT QTY = AAA:

PACK CODE = Q: PACKING LEVEL = B:

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

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

PALLETIZATION SHALL BE IN ACCORDANCE WITH D001450000 REV B
 DATED 97212

SEE CLAUSE 52.211-9G22, SECTION F, CODE F8,
 FOR D001450000 PALLETIZATION REQUIREMENTS.

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 MAY 31

PARCEL POST ADDRESS:

V20632
 USS SAIPAN LHA 2
 FPO AE 09549-1605

FREIGHT SHIPPING ADDRESS:

CONTACT TRANS OFF AT ADMIN OFF PRIOR TO SHIPMENT

M/F: (TCN) V206323063E116 XXX
 PROJ AP5 TP 3
 SUP ADD SIG A

ADDED MARKING FOR FREIGHT SHIPPING ADDRESS:

V20632
 USS SAIPAN LHA 2
 CALL NAV TRANSPORTATION SUPPORT CTR
 COMM 757 443 5434 DSN 646 5434

CONTINUED ON NEXT PAGE

SECTION B

FOR GOVERNMENT USE ONLY: IPD 12

DIC A41 DIST 9Z ADV 2A FC 7L

* * * * *

The following stamp applies to all lines

AWARD BASED ON
MANUFACTURER'S
NAME: BOB BALLEW & ASSOC (1V5Z4)
PART NUMBER: N-03
BRAND NAME(If Applicable):

The following stamp applies to all lines

UNIT PACK APPLIES WHERE POSSIBLE

* * * * *

REMIT PAYMENT TO:

* * * * *

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CONTINUATION SHEET

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GENERAL INSTRUCTIONS (JUN 2002)

SPECIAL NOTICE: Until all provisions, clauses, and documents, etc. can be updated, any reference to 'Defense Industrial Supply Center' or 'DISC' shall be construed to be the 'Defense Supply Center Philadelphia' or 'DSCP' respectively.

The clauses included herein, whether in full text or by reference, apply to this Purchase/Deliver Order in addition to any existing Federal Supply Schedule, Basic Ordering Agreement or Simplified Purchase Agreement, when applicable.

Clauses that are incorporated by reference have the same force and effect as if they were provided in full text. The full text of these clauses can be found via the Internet. Refer to FAR 52.252-2, Clauses Incorporated by Reference, (DPACS # I130), contained in this order, for URL information. Clauses are also available through the Contracting Officer.

Clauses incorporated herein by reference are coded as follows to identify the reference manual where the full text of the clause can be found: the Federal Acquisition Regulation (FAR) by a (I), the DoD FAR Supplement (DFARS) by a (II) or the DSCP General & Industrial (G&I) by a (III) at the end of the clause title.

While these codes, i.e., I, II, III, still appear after the titles of the provisions/clauses incorporated by reference, they will eventually be removed. Once removed, the source of each provision/clause can be easily identified by one of the following numbering schemes: FAR by '52.XXX-XX', DFARS by '252.XXX-7XXX', DLA by '52.XXX-9XXX', and DSCP (G&I) by '52.XXX-9IXX.' The words FAR, DFARS, DLAD, and DSCP may also appear in the provision/clause title.

If shipping information inadequate, please fax DSCP G&I Transportation Office at (215)737-8400. Provide contract number, weight dimensions, and company.

SECTION C

NOTIFICATION OF REJECTION OF UNILATERAL AWARD

(THIS NOTICE APPLIES ONLY TO UNILATERAL PURCHASE)

Effective OCTOBER 1, 2000, the Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform, 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 D

D004 DLAD 52.211-9008 BAR CODING REQUIREMENTS FOR DIRECT DELIVERY (DVD) SHIPMENTS (DEC 2001)

D006 TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS NOTICE #2 (JAN 2003) DSCP

All wooden pallets and wood containers (being utilized in the packaging and shipment of items being furnished to the government) produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee, Incorporated (ALSC) in accordance with the latest revision of the ALSC Non-manufactured Wood Packing Policy, and Non-manufactured Wood Packing Enforcement Regulations (see World Wide Web URL at www.alsc.org/). All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of 'NC-US,' 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

If checked [] The words being utilized in the packaging and shipment of items being furnished to the government', contained in the first sentence does not apply to this requirement.

SECTION F

F001 FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Increase 00 % Decrease 00 %

This increase or decrease shall apply to the total item quantity for each destination.

Nothing herein shall be construed to vary, alter or modify any specification requirement for the supplies described herein. Accordingly, this provision does not authorize shipment of supplies in other than the specified unit pack or of supplies which do not conform to tolerances and the variation limitation imposed by specification requirements.

F002 DSCP 52.247-9I03 CONSIGNMENT AND ADDRESSING INSTRUCTIONS (JUL 1998) (III)

F007 FAR 52.247-34 FOB DESTINATION (NOV 1991) (I)

F012 DSCP 52.211-9I07 ACCELERATED DELIVERY (SEP 1990) (III)

SECTION I

I001 DSCP 52.214-9I12 GENERAL PROVISION/CLAUSES

I005 DLAD 52.211-9002 PRIORITY RATING (MAR 2000)

I032 FAR 52.232-1 PAYMENTS (APR 1984) (I)

I033 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (I)

I130 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 this/these address(es):

Federal Acquisition Regulation (FAR):

'World Wide Web URL at www.arnet.gov/far/'
'World Wide Web URL at farsite.hill.af.mil/Vffar1.htm'

DoD Federal Acquisition Regulation Supplement (DFARS):

'World Wide Web URL at www.acq.osd.mil/dp/dars/dfars.html'
'World Wide Web URL at farsite.hill.af.mil/Vfdfar1.htm'

DLA Directive (DLAD):

'World Wide Web URL at www.dla.mil/j-3/j-336/logisticspolicy/rev5.htm'

DSCP General & Industrial (G&I):

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'World Wide Web URL at
http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc
 Note: Clause text is contained in Subpart 52.200-P-3'.

SECTION I

L053 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM
 CONTRACT FORMAT (OCT 1997) (I)

I147 DSCP 52.232-9I10 SUBMISSION OF INVOICE BY
 ELECTRONIC METHODS (SEP 1999)

====> * L054 DSCP 52.216-9I26 ELECTRONIC DATA
 INTERCHANGE (EDI) (JUL 1998) (III)

(a) Invoices for payment under this contract may be transmitted by either Electronic Data Interchange (EDI) in accordance with the clause entitled, 'Electronic Data Interchange,' set forth elsewhere herein or through the Defense Finance and Accounting Service (DFAS) Web Invoicing System (WINS) at 'World Wide Web URL at ecweb.dfas.mil'. Please use <https://> in place of <http://> as this is a secure site **Electronic invoicing shall be mandatory on all invoices submitted after September 30, 2000.**

(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

(b) Payment for delivered supplies shall be governed by FAR 52.213-1, 'Fast Payment Procedures,' or FAR 52.232-25, 'Prompt Payment,' as specified in the contract. Further, invoices submitted through EDI shall be in strict accordance with Section 810, Commercial Invoices, of the Department of Defense (DoD) X12 Transaction Implementation Guideline. This Guideline may be obtained online from the Joint Electronic Commerce Program Office at 'World Wide Web URL at acq.osd.mil/ec/', or call (800) 334-3414.

NOTE: Paragraph (h), as it appears in the Master Document, is deleted and replaced by the following:

(c) The Government's entitlement to any discount under this contract shall be governed by FAR 52.232-8, 'Discounts for Prompt Payment,' incorporated elsewhere herein.

(h) Information regarding EDI is available at 'World Wide Web URL at saso.dscp.dla.mil/ipu/acquisition/pe/flash.htm'

(d) At any time 'on-line capability' has been interrupted, manual invoicing will be permitted, but only for the time reasonably necessary to correct the elements which have caused the interruption. In such instances, manual invoices shall be prepared in accordance with the appropriate FAR clause referenced in paragraph (b) above, and shall be submitted to:

DFAS - Columbus Center
 ATTN: DFAS-CO-SE
 P.O. Box 182317
 Columbus, OH 43218-6238

I169 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND
 COMMERCIAL COMPONENTS (MAY 2002) (I)

I194 FAR 52.232-33 PAYMENT BY ELECTRONIC
 FUNDS TRANSFER CENTRAL CONTRACTOR
 REGISTRATION (MAY 1999) (I)

I209 FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (I)

====> I214 DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE
 ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(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 alternative 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 []. Alternate wording may be negotiated with the contracting officer.