

| ORDER FOR SUPPLIES OR SERVICES <i>(Contractor must submit four copies of invoice.)</i> | | | | Form Approved OMB No. 0704-0187 Expires Jan 30, 1997 | PAGE 1 OF 10 |
|---|---|---|-------------------------|--|---------------------------------|
| 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. SP0740-04-M-JC35 | | 2. DELIVERY ORDER NO. | | 3. DATE OF ORDER (YYMMDD) 2004 FEB 06 | |
| 4. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-8010 Local Administrator: PAABCAB (614)622-3799 / FAX: (614)692-1238 E-mail: Myrtice.Gray@dial.mil | | 5. ADMINISTERED BY (If other than 6) CODE S0701A | | 4. REQUESTION/PURCH REQUEST NO. CODE FPC03294000507 | |
| 6. ISSUED BY COOB SP0700 | | 7. ADMINISTERED BY (If other than 6) CODE S0701A | | 5. PRIORITY DOA1 | |
| 9. CONTRACTOR NAME AND ADDRESS LEWIS MACHINE COMPANY 23 JOHN ST. EAST HARTFORD CT 06108-0285 Vendor's Copy was sent EML. Do not Duplicate shipment. | | 8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i> | | 11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED | |
| 10. CONTRACTOR CODE 3V183 | | 12. DELIVER TO FOB POINT BY (Date) (YYMMDD) 270 DAYS ADO | | 12. DISCOUNT TERMS NET 30 days | |
| 14. SHIP TO CODE Box Seberette - Do Not Ship to Address in Block 6 | | 15. PAYMENT WILL BE MADE BY CODE S33181 | | 13. MARK INVOICES TO See Block 15 | |
| 16. DELIVERY TYPE OF PURCHASE <input checked="" type="checkbox"/> PHRASE <input type="checkbox"/> THIS DELIVERY ORDER IS ISSUED BY ANOTHER GOVERNMENT AGENCY OR IS AN ORDER WHICH WAS SUBJECT TO REVIEW AND UTILIZATION OF ANOTHER CONTRACTOR. | | 17. PAYMENT WILL BE MADE BY CODE S33181 | | 18. MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER | |
| Reference your offer dated 2004 JAN 26, SP074004QB124 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. | | | | | |
| Lewis Machine Co. <i>Richard A. Santoro</i> Richard A. Santoro Gen. Manager 02/03/04 NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYMMDD) | | | | | |
| 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: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT. Additional documents to follow hardcopy. | TOTAL: 90 | | | |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and asterisk. | | 24. UNITED STATES OF AMERICA BY: <i>Deborah A. King</i> CONTRACTING/ORDERING OFFICER | | 25. TOTAL \$ 19287.45 | 26. DIFFERENCE |
| 27. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPELTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THIS CONTRACT EXCEPT AS NOTED | | 27. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 28. D.O. VOUCHER NO. | 29. INITIALS | 30. AMOUNT VERIFIED CORRECT FOR |
| DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 32. PAID BY | 33. CHECK NUMBER | 34. BILL OF LADING NO. |
| 36. I certify this account is correct and proper for payment. | | 35. RECEIVED AT | 38. RECEIVED BY (Print) | 39. DATE RECEIVED (YYMMDD) | 40. TOTAL CONTAINERS |
| DATE: _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41. S/R ACCOUNT NUMBER | 42. S/R VOUCHER NO. | | |

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. SP0740-04-M-JC35 | | 2. DELIVERY ORDER NO. | | 3. DATE OF ORDER (YYMMDD) 2004 FEB 06 | | 4. REQUISITION/PURCH REQUEST NO. FPC03294000507 | | 5. PRIORITY DOA1 | |
| 6. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PAABCAB (614)692-3799 / FAX: (614)692-1238 E-mail: Myrtice.Gray@dla.mil | | | | 7. ADMINISTERED BY (If other than 6) DCMA HARTFORD 130 DARLIN ST (860) 291-7702 EAST HARTFORD CT 06108-3234 | | 8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <small>(See Schedule if other)</small> | | | |
| 9. CONTRACTOR LEWIS MACHINE COMPANY 22 JOHN ST. EAST HARTFORD CT 06128-0205 Vendor's Copy was sent EDI. Do not Duplicate shipment. | | 10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 270 DAYS ADO | | 11. MARK IF BUSINESS IS <input checked="" 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 | | 15. PAYMENT WILL BE MADE BY ATTN DFAS CO BVDPC/CC CONSTRUCTIO 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203 EFT: T | | 16. MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER | | | | | |

| | | | | | | | | | |
|-------------------|---|---|--|--|--|--|--|--|--|
| 16. TYPE OF ORDER | <input checked="" type="checkbox"/> DELIVERY <input 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 26, SP074004QB124 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. | | | | | | | |
|-------------------|---|---|--|--|--|--|--|--|--|

| | | | |
|--|-----------|----------------------|----------------------|
| <input checked="" type="checkbox"/> NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYMMDD) |
|--|-----------|----------------------|----------------------|

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

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
CG: 97X4930 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: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT. Additional documents to follow hardcopy. | TOTAL: 90 | | | |

| | | |
|--|---|---------------------------------|
| * 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>Deborah A. King</i> CONTRACTING/ORDERING OFFICER | 25. TOTAL \$ 19287.45 |
|--|---|---------------------------------|

| | | | | | | | |
|--|-------------------------|--|----------------------|------------------------|---------------------|---------------------------------|--|
| 26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | | 27. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 28. D.O. VOUCHER NO. | | 29. DIFFERENCE | |
| DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 32. PAID BY | | 30. INITIALS | |
| 36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ | | | | | | 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. | | |

Packaging - Inspection and Acceptance Address:
1EG18

FAST PAK
17 WAPPING RD
BROAD BROOK CT 06016

GOVERNMENT FIRST ARTICLE TESTING REQUIRED.

SECTION B

PR FPC03294000507
 NSN 4320-00-332-6745

ITEM DESCRIPTION:

HOUSING, LIQUID PUMP

THE INTERNATIONAL ORGANIZATION FOR
 STANDARDIZATION (ISO) 9002 OR A "TAILORED"
 PROGRAM MEETING THE FOLLOWING ISO 9002

PARAGRAPHS APPLIES:

4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION
 AND TESTING AS WELL AS APPLICABLE DRAWINGS,
 SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY
 CONTRACT

4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A)
 AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH
 ARE HEREBY DELETED

4.7, CUSTOMER-SUPPLIED PRODUCT:

4.8, PRODUCT IDENTIFICATION & TRACEABILITY:

4.10, INSPECTION & TESTING:

4.11, INSPECTION, MEASURING & TEST EQUIPMENT:

4.12, INSPECTION AND TEST STATUS:

4.13, CONTROL OF NONCONFORMING PRODUCT:

4.14, CORRECTIVE AND PREVENTIVE ACTION:

PARAGRAPH 4.14.3 APPLY TO PRODUCT ONLY

4.16, QUALITY RECORDS:

FAR CLAUSE 52.246-11 APPLIES

CRITICAL APPLICATION ITEM

LEWIS MACHINE COMPANY (3V183) P/N 4020068
 UNITED TECHNOLOGIES CORPORATION (77445) P/N 4020068

| <u>ITEM</u> | <u>PR</u> | <u>PRLI</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------|-------------------|-------------|-----------------|-------------|-------------------|---------------|
| 0001 | FPC03294000507 | 0001 | 90 | EA | \$211.95000 | \$19075.50 |
| | QTY VARIANCE: | PLUS | 0% | MINUS | 0% | |
| | INSPECTION POINT: | ORIGIN | | | | |
| | ACCEPTANCE POINT: | ORIGIN | | | | |

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SECTION B

PREP FOR DELIVERY

PKGNG DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = E5: OPI = O:
 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

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: 2004 NOV 02

PARCEL POST ADDRESS:

SW3211
 DEF DISTRIBUTION DEPOT OKLAHOMA
 CEN REC 3301 F AVE BLDG 506 DR 22
 TINKER AFB OK 73145-8000

FREIGHT SHIPPING ADDRESS:

SW3211
 DEF DISTRIBUTION DEPOT OKLAHOMA
 CENTRAL REC 3301 F AVE BLDG 506
 TINKER AFB OK 73145-8000

NON-MILSTRIP
 PROJ C11

* * * * *

| <u>ITEM</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---|-----------------|-------------|-------------------|---------------|
| 9906 Government First Article Test (FAT) 120 DAYS | 1 | TE | \$211.95 | \$211.95 |

The quantity '1 TE' (test)
 signifies the test requirement.
 See clauses I44 and I44a for
 information concerning the FAT

CONTINUED ON NEXT PAGE

SECTION B

requirement. Offers that do not cite a price for LINE ITEM 9906 shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for LINE ITEM 9906.

REMIT PAYMENT TO:

LEWIS MACHINE CO
22 JOHN ST
EAST HARTFORD CT 06108-2118

CONTINUED ON NEXT PAGE

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dsccl.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.

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

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

NOTE: Not applicable to Bilateral Purchase Orders.

The Government's offer to purchase, as evidence by this order, is made on the basis of your quotation. Although you are not legally obligated to perform, you should promptly notify the administrative contracting officer if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances. Failure to provide prompt notice will adversely affect your past performance Automated Best Value System score if this order is later cancelled at other than the Government's request.

SECTION B

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

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dsccl.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/icp.htm>.

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

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

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

SECTION D

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.dsccl.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.dsccl.dla.mil/downloads/packaging/dc1636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

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

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

Zip Code)

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

SEE PAGE 2

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

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

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

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

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

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

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

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

(c) Inspection Points:

SUPPLIES

(X) Same as Offeror

Applicable to CLIN(s): 0001

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

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

() Same as Offeror

Applicable to CLIN(s):

() Same as above

(X) Other (CAGE, Name, Street Address, City, State and

Applicable to CLIN(s): 0001

Applicable to CLIN(s):

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

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

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

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)

E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED ISO 9002) (FEB 1999) (DSCC 52.246-9C44)

NOTICE:

When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records, in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

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

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

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

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

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

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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)

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.dsc.dla.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>

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 Governments 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

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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 2003)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)
 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 -Balance of Payments Program, ALT I (\$25,000 - \$58,550) (JAN 2004)
 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) (OCT 2003)

I10a - CENTRAL CONTRACTOR 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 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 ().

I44 - FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4 (SEP 1989) - ALTERNATE I (JAN 1997)

(a) The contractor shall deliver 3 unit(s) of Lot/Item 9906, NSN 4320-00-332-6745 within 120 calendar days from the date of (X) this contract, / or () first delivery order under this contract to the Government at:
 DDOO-SPC (FIRST ARTICLE)
 BLDG 18, DOOR 4 (EXT 97902)
 8080 PERIMETER RD
 TINKER AFB OK 73145-8000
 DODAAC: FY2033, MARK FOR FIRST ARTICLES, DO NOT POST.

for First Article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.
 (b) Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, the approval, or disapproval of the first article.

I44a - ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (DSCC 52.209-9C11) (JAN 2001)

1. First Article Testing by the Government is required and shall be performed in accordance with:

(X) The specifications as found in Section B of the solicitation/award.

() The following:

and DD Form 1423, Contract Data Requirements List, as applicable.

2. The cost entered in CLIN 9906 shall cover the cost to produce the First Article units and will be evaluated in part based on the disposition of the First Article units as indicated in paragraph 5 of this clause. Offers that do not cite a price in CLIN 9906 shall be evaluated under the assumption that there is no separate charge for the units submitted for FAT.

3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror's eligibility for waiver.

4. Prior to the shipment of the first article to the Government testing facility (or resubmission of the first article after any disapprovals by the Government testing facility) specified in paragraph (a) of clause I44, the contractor must present the first article to the DCMA QAR for inspection for compliance with specification requirements. The QAR shall inspect the first article, and furnish a statement that the first article has been inspected and determined to comply with the specification requirements. The contractor must forward a copy of the QAR's statement of inspection with the first article to the Government test facility. Also, the contractor must forward a copy of the QAR statement of inspection along with a notice of shipment of the first article to the Government test facility to:

Defense Supply Center Columbus
 P.O. Box 16704
 ATTN: DSCC- _____ (see 'Issued By' block on page 1 of the award document)
 Columbus, OH 43216-5010
 Marked: F/A - Contract Number _____

(b) Upon completion of the first article testing, the Government test facility must submit its report of testing (in duplicate) to:

Defense Supply Center Columbus
 P.O. Box 16704
 ATTN: DSCC- _____ (see 'Issued By' block on page 1 of the award document)
 Columbus, OH 43216-5010
 Marked: Test Report Contract Number _____

5. Disposition of the First Article (applicable as marked). First Articles submitted for Government evaluation will, upon completion of evaluation:

() Be returned to the contractor and may be reconditioned for acceptance as part of the order quantity. At least one approved first article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. The first article unit can be referred to as a production or manufacturing

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standard and baseline for examination when defects are reported on delivered material or problems are encountered during production.

() Be retained by the government. At least one approved first article unit shall be returned by the government and retained by the contractor at the production facility until all production quantities have been produced and accepted. This first article unit can be referred to as a production or manufacturing standard and baseline for examination when defects are reported on delivered material or problems are encountered during production.

() Be returned to the contractor as production standards, but shall not be submitted for acceptance as part of the order quantity.

() Will not be returned to the contractor because the items shall be subjected to destructive testing.

(X) Other:

ONE UNIT WILL BE EXPENDED IN TESTING.
TWO UNITS WILL BE RETURNED TO THE CONTRACTOR.

6. Additional Notes:

**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)**