

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. SP0750-04-M-Q838		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2003 DEC 08		4. REQUISITION/PURCH REQUEST NO. YPC0339000896		5. PRIORITY DOA4	
6. ISSUED BY CODE SP0700 Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PLLXCBK (614)692-2560 / FAX: (614)693-1577 E-mail: Gina.Robinson@dla.mil				7. ADMINISTERED BY (If other than 6) CODE SC0700 DEFENSE SUPPLY CENTER COLUM DSCC-LXCBK PH 614-692-2560 BOX 16704 (TRANS 614-692-2175) COLUMBUS OH 43216-5010				8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR CODE 45152 OSHKOSH TRUCK CORP. DIV OSHKOSH TRUCK CORPORATION 2307 OREGON STREET P.O. BOX 2566 OSHKOSH WI 54903-2566 Vendor's Copy was sent EDI. Do not Duplicate shipment.				FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 20 DAYS ADO		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
NAME AND ADDRESS				12. DISCOUNT TERMS NET 30 days		13. MAIL INVOICES TO See Block 15			
14. SHIP TO CODE See Schedule - Do Not Ship to Address in Block 6				15. PAYMENT WILL BE MADE BY CODE S33181 S33181 DFAS COLUMBUS CENTER ATTN DFAS CO BVDPC/CC CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203				MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
EFT: T									

16. DELIVERY		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
PURCHASE		Reference your offer dated 2003 DEC 05, ESOC AWD and furnish the following on terms specified herein.							
<input checked="" type="checkbox"/>		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYMMDD)
<input 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.	TOTAL: 4			

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA John Lawson PLLCAD		25. TOTAL \$ 285.48	
BY:		G/ORDERING OFFICER		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		32. PAID BY <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		30. INITIALS	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER	
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		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.

NOTICE: THIS IS URGENTLY REQUIRED. MARK ALL EXTERIOR CONTAINERS: URGENT
SHIP FASTEST TRACEABLE MEANS.

THESE REQUIREMENTS ARE IN SUPPORT OF "OPERATION ENDURING FREEDOM".

SECTION B

PR YPC03339000896
 NSN 2910-01-408-1530

ITEM DESCRIPTION:

PUMP, FUEL, ELECTRICAL.

CRITICAL APPLICATION ITEM

WALBRO ENGINE MANAGEMENT (06504) P/N 6154
 OSHKOSH TRUCK CORP. (45152) P/N 1916070

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC03339000896	0001	1	EA	\$71.37000	\$71.37

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

PREP FOR DELIVERY

PKGING DATA - QUP 001:

SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

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

DELIVER FOB: DESTINATION BY: 2003 DEC 28

PARCEL POST/FREIGHT ADDRESS:

W25N14
 XU CONSOL AND CONTAINERIZATION PT
 DDSP NEW CUMBERLAND FACILITY
 BLDG 2001 CCP DOOR 135 THRU 168
 NEW CUMBERLAND PA 17070-5001

M/F: (TCN) W91Z2A33070075 XXX
 RDD 319 SHIP BY FASTEST TRACEABLE MEANS
 PROJ 9GF TP 1
 SUP ADD W9046W SIG C

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SECTION B

FOR DOCUMENT DISTRIBUTION ONLY:

W91Z2A
SR 0047 CS BN CO A
OEF AWCF SSF
APO AE 09335

FOR GOVERNMENT USE ONLY: IPD 02

DIC A0A DIST V ADV FC Z9

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<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	YPC03339000896	0002	1	EA	\$71.37000	\$71.37

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

PREP FOR DELIVERY

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

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

DELIVER FOB: DESTINATION BY: 2003 DEC 28

PARCEL POST/FREIGHT ADDRESS:

W25N14
XU CONSOL AND CONTAINERIZATION PT
DDSP NEW CUMBERLAND FACILITY
BLDG 2001 CCP DOOR 135 THRU 168
NEW CUMBERLAND PA 17070-5001

M/F: (TCN) W91Z2A33120170 XXX
RDD 324 SHIP BY FASTEST TRACEABLE MEANS
PROJ 9GF TP 1
SUP ADD W9046W SIG C

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SECTION B

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W91Z2A
SR 0047 CS BN CO A
OEF AWCF SSF
APO AE 09335

FOR GOVERNMENT USE ONLY: IPD 02

DIC A0A DIST V ADV FC Z9

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<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	YPC03339000896	0003	2	EA	\$71.37000	\$142.74

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

PREP FOR DELIVERY

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

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

DELIVER FOB: DESTINATION BY: 2003 DEC 28

PARCEL POST/FREIGHT ADDRESS:

W25N14
XU CONSOL AND CONTAINERIZATION PT
DDSP NEW CUMBERLAND FACILITY
BLDG 2001 CCP DOOR 135 THRU 168
NEW CUMBERLAND PA 17070-5001

M/F: (TCN) W91Z2A33190458 XXX
RDD 999/NMCS SHIP BY FASTEST TRACEABLE MEANS
PROJ 9GF TP 1
SUP ADD W9046W SIG C

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W91Z2A
SR 0047 CS BN CO A
OEF AWCF SSF
APO AE 09335

FOR GOVERNMENT USE ONLY: IPD 02

DIC A0A DIST V ADV FC Z9

* * * * *

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) quoters may respond electronically via the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dscclia.mil> or by facsimile to the buyer's fax number.

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

NOTE: Not applicable to Bilateral Purchase Orders.

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

SECTION B

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

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

SECTION D

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

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

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

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

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

exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

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

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

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

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

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

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

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

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

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

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

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

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

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

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

E07 - CONTRACTOR INSPECTION REQUIREMENTS (FAR 52.246-1) (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

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supplies at origin by the Government, or when acceptance is performed by the Government at destination.

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

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

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

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)

F03 - FAST PAYMENT PROCEDURE (FAR 52.213-1) (FEB 1998)

NOTE: A signed DD 250 is not required when Fast Pay is used. However, for FMS, if a vendor chooses to invoice with other than DD 250, the following additional items shall be included on shipping documents/packing list/invoice: FMS Case Identifier Number (the case number always consists of the last three positions of the supplementary address; e.g., CFU,) Unit Price/Total Price, and Project Code (if applicable). Vendor may still choose to use the DD 250 Form.

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/>.

F06 - SHIPPING INSTRUCTIONS (EXPORT) (DSCC 52.247-9C03) (JUL 2003)

Comply with paperwork requirements of Clause D03, 'Packing List/Invoice/Shipping Documents'. Packaging and marking in accordance with instructions in Section D.

MAIL INSTRUCTIONS (APO/FPO Addresses):

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN:

(1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.

(2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.

(3) Parcel post shipments to an APO/FPO address must be addressed to the 'Commander' or 'Commanding Officer' if there is no title preceding the address. Shipments must be annotated under the return address as follows: 'CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS.'

(4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See D08.

(5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package, (See Clause F04, DSCC 52.247-9C04)

(7) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):

(1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause F01.

(2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.

(3) Shipments to Container Consolidation Points (CCPs):
 (a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clauses 'D06.'

(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

(i) Cargo requiring refrigeration/temperature control.

(ii) Classified or sensitive items requiring signature control.

(iii) When dimensions of an item or package exceed 46 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.

(iv) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.

(v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.

(vi) Type 1 shelf life items,
 (vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:

Telephone notice of delivery must be given by the carrier to the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

FREIGHT SHIPPING ADDRESSES:

Mail address of the ultimate Consignee and 'MARK FOR' information required as part of the address for parcel post or

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freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

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 (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) (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 (OCT 2003)
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)
 FAR 52.227-1 - Authorization and Consent (JUL 1995)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-23 - Assignment of Claims (Over \$2,500) (JAN 1986)
 FAR 52.232-25 - Prompt Payment (Over MPT) (OCT 2003)
 FAR 52.233-1 - Disputes (JUL 2002)
 FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.243-1 - Changes - Fixed Price (AUG 1987)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.248-1 - Value Engineering (Over \$25,000) (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price)(Short Form) (APR 1984)
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)
 DFARS 252.209-7004 - Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Over \$100,000) (MAR 1998)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)

DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 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) (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 ().

I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.232-7003)(MAR 2003)

(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.

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(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://rmb.ogden.disa.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)**