

TRANSACTION REPORT						
Transmission						
Transaction(s) completed						
NO.	TX DATE/TIME	DESTINATION	DURATION	PGS.	RESULT	MODE
031	DEC. 30 17:02	516 248 0557	0° 03' 25"	009	OK	N ECM

ORDER FOR SUPPLIES OR SERVICES <i>(Contractor must submit four copies of invoice.)</i>				Form Approved OMB No. 0704-0187 Expires Jun 30, 1997	PAGE 1 OF 9
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the 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-4256	2. DELIVERY ORDER NO.	3. DATE OF ORDER (YYMMDD) 2003 DEC 29	4. REQUISITION/PURCH REQUEST NO. YPC03240000550	5. PRIORITY DOA1	
6. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PAACAP (614)692-2817 / FAX: (614)693-1679 E-mail: Carolluo.Dunlock@dla.mil	CODE SP0700	7. ADMINISTERED BY (if other than 6) DEFENSE SUPPLY CENTER COLUM DSCC-ABCAP 614-692-2817 BOX 16704 (TRANS 614-692-2175) COLUMBUS OH 43216-5010	CODE SC0700	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR NAME AND ADDRESS MEA AEROSPACE COMPANY INC 100 E 2ND ST SECOND FL MINICOLA NY 11501-3502	CODE 1YBE7	FACILITY CODE 81982	10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 30 DAYS ARO	11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED	
14. SHIP TO See Schedule - Do Not Ship to Address in Block 6	CODE	15. PAYMENT WILL. HR MADE BY S33181	12. DISCOUNT TERMS NET 30 days	13. MAIL INVOICES TO See Block 15	
16. DELIVERY TYPE OF ORDER 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 and formal the following on terms specified herein. Reference your offer dated 2003 SEP 16 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 <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:		SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYMMDD)	
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE: CG: 97X4930 SCCO 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.	TOTAL: 3			

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-4256		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2003 DEC 29		4. REQUISITION/PURCH REQUEST NO. YPC03240000550		5. PRIORITY DOA1			
6. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PAABCAP (614)692-2817 / FAX: (614)693-1679 E-mail: Caroline.Blalock@dla.mil			CODE SP0700	7. ADMINISTERED BY (If other than 6) DEFENSE SUPPLY CENTER COLUM DSCC-ABCAP 614-692-2817 BOX 16704 (TRANS 614-692-2175) COLUMBUS OH 43216-5010			CODE SC0700		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR NAME AND ADDRESS MEA AEROSPACE COMPANY INC 100 E 2ND ST SECOND FL MINEOLA NY 11501-3502		CODE 1YBE7		FACILITY CODE 81982		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 30 DAYS ARO		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" 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 S33181		15. PAYMENT WILL BE MADE BY S33181 DFAS COLUMBUS CENTER ATTN DFAS CO BVDPC/CC CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203 EFT: T		
16. DELIVERY TYPE OF ORDER <input type="checkbox"/> DELIVERY <input checked="" type="checkbox"/> PURCHASE		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your offer dated 2003 SEP 16 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.									
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: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT.				TOTAL: 3						
* 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>Carol Webb</i>			25. TOTAL \$ 10780.00		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.		30. INITIALS		33. 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		34. CHECK NUMBER		35. BILL OF LADING NO.	
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYMMDD)		40. TOTAL CONTAINERS	
41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.									

Manufacture Facilities:
81982

HYDRO AIRE INC.
DBA CRANE HYDRO AIRE
3000 WINONA AVE
BURBANK CA 91504

SECTION B

PR YPC03240000550
NSN 4320-00-485-4071

ITEM DESCRIPTION:

HOUSING, LIQUID PUMP
END ITEM: PUMP, VAC/NSN 4310-01-179-6706,
P/N 4H90000-109A (98897).

CRITICAL APPLICATION ITEM

HYDRO AIRE INC. (81982) P/N 68-335100

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	YPC03240000550	0001	2	EA	\$3515.00000	\$7030.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: DEST
ACCEPTANCE POINT: DEST

DELIVERY FOB: DESTINATION BY: 2004 JAN 28

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AB	YPC03240000550	0001	1	EA	\$3750.00000	\$3750.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: DEST
ACCEPTANCE POINT: DEST

DELIVERY FOB: DESTINATION BY: 2004 JAN 28

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 = EA: CUSH/DUNN MAT = NA: CUSH/DUNN THKNSS = X:
UNIT CONT = EC: OPI = 0:
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

CONTINUED ON NEXT PAGE

SECTION B

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

PARCEL POST ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS:

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ NS1

REMIT PAYMENT TO:

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) quotes 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.

NOTICE

A06 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (NOV 2003)

It is the contractors responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility
Phone: 1-800-307-8496
New Cumberland, PA

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

SECTION B

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

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

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, uncult 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/dcl1636p001.doc>

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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)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

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 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)

E31 - REPACKAGING BEFORE VENDOR NOTIFICATION (DSCC 52.246-9C36) (AUG 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/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

SECTION I

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticpolicy/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

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

DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)
 DFARS 252.209-7004 - Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Over \$100,000) (MAR 1998)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 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 ().

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes (x) No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes (x) No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown (x)

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:
 HYRO-AIRE INC.

(Name)

(Address)

(2) The Offeror currently possesses the material.
 Yes (X) No ()

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If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes () No ()

If yes, provide the information below:

DRMO

Government Selling Agency

N/A

Contract Number

N/A

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes () No (X)

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes () No (X)

If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes () No (); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes () No (X)

If yes, the price includes replacement of cure-dated components. Yes () No ()

(5) The material has data plates attached.

Yes () No (X) If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes (X) No () (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

F41608-94-C-0134

Contract Number

4320-00-485-4071

NSN

81982

Cage Code

68-335100

Part Number

HOUSING PUMP 4/84

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No (X)

(X) If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No (X) If yes, (i) Material has been re-preserved. Yes () No (X); (ii) Material has been repackaged. Yes () No (X); (iii) Percentage of material that has been inspected is % and/or number of items inspected is 1 ; and (iv) a written report was prepared. Yes (X) No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No (X)

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

() For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes () No ().)

(X) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

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

(h) If requested by the Contracting Officer, the Offeror

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shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

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

**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.

(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)**