

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. SPM405-05-M-0064		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2004 OCT 14		4. REQUISITION/PURCH REQUEST NO. 0010473315		5. PRIORITY DOA1	
6. ISSUED BY Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297- Local Administrator: PARREG6 (804)279-2366 / FAX: (804)279-2420 E-mail: jean.l.root@dla.mil				7. ADMINISTERED BY (If other than 6) DCMA LONG ISLAND 605 STEWART AVE PH 516 228 5715 GARDEN CITY NY 11530-4761		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR TRANSAERO, INC 80 CROSSWAYS PARK DRIVE WOODBURY NY 11797-2045		CODE 27541		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 2005 DEC 08		11. MARK IF BUSINESS IS <input checked="" 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 See Schedule - Do Not Ship to Address in Block 6		CODE		15. PAYMENT WILL BE MADE BY DFAS BVDP (SL4701) P.O. BOX 369031 COLUMBUS OH 43236-9031		CODE SL4701		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	

16. TYPE OF ORDER	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 2004 OCT 13, 278692 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

Other: BX:97X 4930 5CBX 001 2630 S33189

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
		TOTAL: 6			

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA Patricia McMahon		PAROFC2		25. TOTAL \$ 29019.54	
26. QUANTITY IN COLUMN 20 HAS BEEN		BY: <i>Patricia McMahon</i>		TRACTING/ORDERING OFFICER		29. DIFFERENCE	
<input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		30. INITIALS	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		31. PAYMENT		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER	
36. I certify this account is correct and proper for payment.		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. BILL OF LADING NO.			
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.	

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FOB DESTINATION

PLACE OF INSPECTION SAME AS BLOCK 9 PAGE 1

INSPECTION OFFICE SAME AS BLOCK 7 PAGE 1

DSCR CONTACT POINT:

JEAN ROOT

PH: 804-279-2366

FAX: 804-279-2024

EMAIL: jean.l.root.ctr@dla.mil

SECTION B

PR 0010473315
NSN 1630-00-690-6097

ITEM DESCRIPTION:

CYLINDER, HYDRAULIC BRAKE, MASTER.
HTD AEROSPACE INC. CAGE 33068
P/N 227501-1
IDENTIFY TO:

MARK IAW MIL-STD-130K, DATED 15 JAN 00.
CONFIGURATION CONTROL APPLIES
SEE CLAUSE 52.246-9G36 (SECTION I).
TECH DATA PACKAGE AVAILABILITY

DSCR DOES NOT CURRENTLY HAVE AN APPROVED
TECHNICAL DATA PACKAGE AVAILABLE FOR THIS NSN.
PLEASE DO NOT SUBMIT REQUEST TO DSCR-VABA.

CRITICAL APPLICATION ITEM

HTD AEROSPACE, INC.(DEL) (33068) P/N 227501-1

I/A/W QAP QAP-003
REFNO
AMEND NR 00 DTD 97 JUL 01
TYPE NUMBER:

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	0010473315	0001	3	EA	<u>\$4836.59000</u>	<u>\$14509.77</u>

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

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = 00: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
UNIT CONT = E5: 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 MD00100452 REV A
DATED 4090

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SECTION B

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2005 DEC 08

PARCEL POST ADDRESS:

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG W143 DWY 9
NORFOLK VA 23511-3396
US

FREIGHT SHIPPING ADDRESS:

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG 135 DWY 10
NORFOLK VA 23511-3396
US

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SECTION B

NON-MILSTRIP
PROJ

* * * * *

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	0010473315	0002	3	EA	\$4836.59000	\$14509.77

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

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

DELIVER FOB: DESTINATION BY: 2005 DEC 08

PARCEL POST/FREIGHT ADDRESS:

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

NON-MILSTRIP
PROJ

* * * * *

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SECTION B

REMIT PAYMENT TO:

* * * * *

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SECTION B

B13F01 13-1A-9G NOTIFICATION OF REJECTION
OF UNILATERAL AWARD (MAR 2001) DSCR

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform on a unilateral purchase order, you should promptly notify the DSCR contract administrator in writing 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.

B47F01 0-47A-9G DSCR TRANSPORTATION NOTICE
(JAN 2003) DSCR

If this is a DSCR administered award (see Block 7 of the DD Form 1155), you should contact the DSCR Transportation Office via FAX 804-279-5157 for shipping instructions, clearances, and freight addresses. For urgent requirements, you may call 804-279-4589. You must provide the weight, cube, number of pieces, and shipping location when you call or FAX.

B47F03 47-3A-9G DSCR FORM P-41 FREIGHT SHIPPING
INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in the DSCR Master Solicitation, Section 3.
<http://www.dscr.dla.mil/procurement/mastersol.htm>.

SECTION D

D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL)
REQUIREMENTS - MIL-STD-129P (MAR 2004) DLADD11F39 52.211-9G73 PACKAGING AND MARKING
REQUIREMENTS (JUL 2002) DSCR

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments
FMS shipments
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at:
www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

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

SECTION E

E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
FARE46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING
REPORT (MAR 2003) DFARSE46F33 52.246-9G16 INSPECTION AND ACCEPTANCE POINT
(FEB 1996) DSCR

Inspection point: [] Destination [X] Origin

Acceptance point: [] Destination [X] Origin

[] Inspection and Acceptance will take place at:

Origin - First Shipment Only
Destination - Subsequent Shipments

SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984)
FAR

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

F11F06 11-19-9G DSCR NOTE TO CLAUSE 52.211-16
VARIATION IN QUANTITY (APR 1984)

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F11F42 52.211-9G52 TIME OF DELIVERY ALT I
(APR 2004) DSCRF46F01 46-6A-9G PAYMENT OFFICE DD FORM 250
DISTRIBUTION (AUG 1997) DSCR

F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

F47A06 52.247-48 F.O.B DESTINATION -- EVIDENCE OF
SHIPMENT (FEB 1999) FARF47F36 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR
TRANSSHIPMENT (MAR 1998) DSCRF47F38 52.247-9G11 MANUFACTURER'S LOADING PRACTICES
(JAN 1996) DSCR

SECTION I

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK
PRODUCT (APR 1992) DFARS

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I08F30 52.208-9G01 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT (DEC 1997) DSCR

decision not to engage in mediation shall be conveyed in writing to the contracting officer.

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004) FAR

I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004) FAR

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000) DFARS

I23B03 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS

I46F30 52.246-9G01 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (MAY 2001) DSCR

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) DEVIATION FAR

I46F32 52.246-9G05 WARRANTY PPP&M (APR 2000) DSCR

I25B01 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003) DFARS

I46F36 52.246-9G33 MISDIRECTED SHIPMENTS (JAN 1996) DSCR

I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

I29C01 52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984) DLAD

I46F37 52.246-9G36 CONFIGURATION CONTROL (JUN 2003) DSCR

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption N/A. No amounts for this tax should be included in bids/offers.

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

<http://www.dscr.dla.mil/qap/qaps.htm>

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

(a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and approved as provided for at (b) below.

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

(b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

(1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

(2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

(3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.

I32F28 32-6A-9G DSCR NOTE TO CLAUSE 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: 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 contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

(4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

(5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.

I33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES (JUL 2002) DSCR

(6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's

(7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

I47B05 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) ALT III (MAR 2000) DFARS

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full

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text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

**I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES
(APR 1984) FAR**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

**I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
FAR**