


ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 13
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE4A7-14-M-9633		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2014 JUN 05	4. REQUISITION/PURCH REQUEST NO. 0052760403
6. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Local Admin: MOHAMMAD AKHTAR PARWC21 Tel: 804-279-3568 Fax: 804-279-6055 Email: MOHAMMAD.AKHTAR@DLA.MIL		CODE SPE4A7	7. ADMINISTERED BY (If other than 6) DCMA LOS ANGELES 16111 PLUMMER STREET,BUILDING 10, 2 BLDG 10, 2ND FLOOR NORTH HILLS CA 91343-2036 USA Criticality: C PAS: None		CODE S0512A
9. CONTRACTOR  NAME AND ADDRESS HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA		CODE 81982	FACILITY 81982	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 475 DAYS ADO	
				11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
				12. DISCOUNT TERMS Net 30 days	
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15	
14. SHIP TO  SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE		CODE	15. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA		CODE SL4701
				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE	<input checked="" type="checkbox"/>	Reference your Offer/Quote dated 2014 MAR 31 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 (YYYYMMDD)	
If this box is marked, supplier must sign Acceptance and return the following number of copies:					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  BX: 97X4930 5CBX 001 2620 S33189 \$26780.00					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY ORDERED/ ACCEPTED*	21.UNIT	22. UNIT PRICE
	Award sent EDI, Do not duplicate shipment		2.000		
* 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 Steve ALLGEIER STEVE.ALLGEIER@DLA.MIL BY: PARDACF		25. TOTAL
					26. DIFFERENCES
			CONTRACTING/ORDERING OFFICER		
27a. 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:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
			31. PAYMENT	34. CHECK NUMBER	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			COMPLETE	35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL		
			FINAL		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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This is a First Destination Transportation (FDT) program award. These instructions do not apply to awards for shipment to APO/FPO addresses. If shipment is to an APO/FPO address, normal procedures should be followed.

Transportation requirements for FDT awards are located in DLAD clauses 52.247-9059 F.o.b. Origin, Government Arranged Transportation and 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS).

These instructions do not apply if this award has an APO/FPO ship-to address.

The DLA Aviation FY12 Transportation Account Codes (TACs) for FOB Origin Vendor Shipments Administered by DCMA are to be placed on the contract/purchase order, Bill of Lading (BOL), or Air Way Bill (AWB) as follows:  
First Destination Transportation (FTD) TAC - S8AF  
Second Destination Transportation (SDT) TAC - S9NA  
FOB: ORIGIN

I/A: ORIGIN

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

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 DLA Aviation 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.

52.246-9G36    CONFIGURATION CONTROL (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DLA Aviation 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.aviation.dla.mil/userweb/dscrbat/qaps.htm>

(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.

(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:

- (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.
- (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
- (3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.
- (4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.

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

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

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

**SECTION B**

SUPPLIES/SERVICES: 1650-00-993-7386

## ITEM DESCRIPTION:

VALVE,LINEAR,DIRECTIONAL CONTROL  
HYDRO-AIRE INC., DBA CRANE HYDRO-AIRE CAGE 81982  
P/N: 80791

## IDENTIFY TO:

MARK IAW MIL-STD-130N(1), DATED 16 NOV 2012.  
CONFIGURATION CONTROL APPLIES  
SEE CLAUSE 52.246-9G36 (SECTION I).

## SAMPLING:

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2008, DATED JAN 1, 2008. ANY ALTERNATE PLAN MUST BE APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS IS REQUIRED
2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.

ADEQUATE DATA FOR THE EVALUATION OF ALTERNATE  
OFFERS IS NOT AVAILABLE AT THE PROCUREMENT  
AGENCY.THE OFFEROR MUST PROVIDE A COMPLETE  
DATA PACKAGE INCLUDING DATA FOR THE APPROVED  
AND ALTERNATE PART FOR EVALUATION.

HYDRO-AIRE, INC. DBA 81982 P/N 80791

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1650-00-993-7386 VALVE,LINEAR ,DIRECT	2.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2015 SEP 23

PLACE of INSPECTION for PACKAGING:

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# **SECTION B**

SUPPLY/SERVICE: 1650-00-993-7386 CONT'D

9A289  
DOUBLE J PACKAGING CO INC DBA  
9834 GLENOAKS BLVD  
SUN VALLEY CA 91352-1046  
USA

PREP FOR DELIVERY:

PKGING DATA-QUP:001

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

Markings Paragraph  
When ASTM D3951, Commercial Packaging is specified, the following apply:  
•,,All containers shall meet ASTM D4169, Standard Practice for Performance Testing of Shipping Containers and Systems.  
•,,All Section D Packaging Clauses take precedence over ASTM D3951.  
•,,In addition to requirements in MIL-STD-129P, all Labeling and Marking shall have a Method of Preservation of Commercial Pack applied to the MIL-STD-129 identification labels on all shipping containers, including the unit and intermediate levels. The Method of Preservation (M) of Commercial Pack (CP) shall be applied to all labels and marking as "MCP."  
•,,For all shipments of packaged materiel to the Government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required in accordance with MIL-STD-129. See DLAD 52.211-9010 for exceptions to the Military Shipment Label (MSL) requirement. When the MSL is required, the Transportation Control Number (TCN) is not an exception and must always be present. TCN construction is detailed in DTR 4500.9-R (Appendix L).  
•,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over ASTM D3951.  
•,,Loose-fill cushioning and dunnage materials are prohibited in all shipments to DOD customers.  
•,,Unitization in accordance with MIL-STD-147, Palletized Unit Loads, is required for all shipments to the DOD activities.

PARCEL POST ADDRESS:

W25G1U  
W1BG DLA DISTRIBUTION  
DDSP NEW CUMBERLAND FACILITY  
2001 NORMANDY DRIVE DOOR 113 TO 134  
NEW CUMBERLAND PA 17070-5002  
US

FOR TRANSPORTATION ASSISTANCE SEE DLAD 52.247-9034. FOR FIRST DESTINATION TRANSPORTATION (FDT) AWARDS SEE DLAD 52.247-9059 AND

**CONTINUED ON NEXT PAGE**

SECTION B

SUPPLY/SERVICE: 1650-00-993-7386 CONT'D

CONTRACT INSTRUCTIONS INSTEAD.

FREIGHT SHIPPING ADDRESS:

W25G1U  
W1BG DLA DISTRIBUTION  
DDSP NEW CUMBERLAND FACILITY  
2001 NORMANDY DRIVE DOOR 113 TO 134  
NEW CUMBERLAND PA 17070-5002  
US

GOVT USE						
		External		External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0052760403	0001	N/A	N/A	N/A	N/A

\*\*\*\*\*

**SECTION D - PACKAGING AND MARKING**

**252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS**

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(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I – Packaged operational rations.

(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI – Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph

(d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

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(End of clause)

- 52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (MAR 2012) DLAD
- 52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD
- 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD
- 52.211-9095 PALLETIZATION OF SHIPMENTS (SEP 2012) DLAD
- 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

**SECTION E - INSPECTION AND ACCEPTANCE**

- 52.211-9022 SUPERSEDED PART-NUMBERED ITEMS (NOV 2011) DLAD

(a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:  
**The offeror represents that the P/N requested in the solicitation has been changed from**  
**CAGE** \_\_\_\_\_ ,

**P/N** \_\_\_\_\_ to

**P/N** \_\_\_\_\_

**and that this is a part number change only. The reason for the change is**

\_\_\_\_\_  
\_\_\_\_\_

- 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD
- 52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR
- 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) FAR

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
<input checked="" type="checkbox"/>	ISO 9001:2000			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]  
(End of clause)

- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS
- 52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) DLAD
- 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD

- (a) Inspection and Acceptance are at Origin.
- (b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.
- (c) The Offeror shall indicate below the location where supplies will be inspected:**  
**Supplies:**  
**Plant:**

\_\_\_\_\_



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**Commercial and Government Entity (CAGE) Code:**

Street:

City/State/Zip:

Applicable to contract line-item(s) (CLIN(s):

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging:

[ ] Same as for supplies, or,

Plant:

Cage Code:

Street:

City/St/Zip:

Applicable to clin(s):

\*\*\*\*

**52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD**

**SECTION F - DELIVERIES OR PERFORMANCE**

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

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(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to 100% .

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

**52.247-29 F.O.B. ORIGIN (FEB 2006) FAR**

**52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (FEB 2006) FAR**

**52.247-9031 MANUFACTURER'S LOADING PRACTICES (NOV 2011) DLAD**

**52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD**

Mail instructions (not applicable to Army Post Office (APO) or Fleet Post Office (FPO) addresses):

(a) Route domestic shipments within mail limitations as follows based on the transportation priority (TP) reflected in the "mark for" data with each contract line item number (CLIN). Commercial small parcel carrier (e.g., United Parcel Service (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.

(b) Freight instructions (domestic).

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(1) Ship all NMCS, 777, and 999, regardless of TP or distance by 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.  
(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). Bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within the contiguous United States (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.  
(End of Clause)

**52.247-9056 ADDENDUM TO FAR 52.247-29 FREE ON BOARD (F.O.B.) ORIGIN (SEP 2012) DLAD**

The offeror/contractor shall identify the location of origin below.

- ☐ Same as Offeror (the Offeror shall fill in the city and state):  
☐ Other (the Offeror shall fill-in the city and state):

City

State

**52.247-9059 F.O.B. Origin, Government Arranged Transportation (OCT 2013) DLAD**

**52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD**

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

**SECTION I - CONTRACT CLAUSES**

**52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009) FAR**

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS**

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS**

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

**252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS**

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**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR**

**252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

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(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

**SPI Process:**

\_\_\_\_\_

**Facility:**

\_\_\_\_\_

**Military or Federal Specification or Standard:**

\_\_\_\_\_

**Affected Contract Line Item Number, Subline Item Number, Component, or Element:**

\_\_\_\_\_

\*\*\*\*

**52.211-9002 PRIORITY RATING (NOV 2011) DLAD**

**52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR**

**52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR**

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR**

**52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR**

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) FAR**

**52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009) FAR**

**52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009), ALT I (AUG 2007) FAR**

\*\*\*\*

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title:	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR**

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR**

**52.232-01 PAYMENTS (APR 1984) FAR**

**52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR**

**52.232-11 EXTRAS (APR 1984) FAR**

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- 52.232-25 PROMPT PAYMENT (JUL 2013) FAR**
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS**
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS**
- 52.233-01 DISPUTES (JUL 2002) FAR**
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR**
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR**
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013) FAR**
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR**
- \*\*\* \*
- (b) Contractor's obligations.
- (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year from the last delivery date under contract [Contracting Officer shall state s pecific period of time after delivery , or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—
- \*\*\* \*
- (c) Remedies available to the G overnment.
- (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within [Contracting Officer shall insert specific period of time; e.g., "45 days of the last deliver y under this contract," or "45 days after discovery of the defect"].
- \*\*\* \*
- 52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD**
- 52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) DLAD**
- 252.247-7023 TRANSPORATION OF SUPPLIES BY SEA (JUN 2013) DFARS**
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002), ALT III (MAY 2000) DFARS**
- 52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR**
- 52.252-02 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 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/Acquisition> and <http://farsite.hill.af.mil/> .
- (End of Clause)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**
- 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**
- (a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
- (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

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(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
- (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)