

## ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 18

<b>1. CONTRACT/PURCH ORDER/AGREEMENT NO.</b> SPE4A7-15-M-6978		<b>2. DELIVERY ORDER/CALL NO.</b>		<b>3. DATE OF ORDER/CALL</b> (YYYYMMDD) 2015 MAY 08		<b>4. REQUISITION/PURCH REQUEST NO.</b> 0057285040		<b>5. PRIORITY</b> DO-A1						
<b>6. ISSUED BY</b> DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Local Admin: ANTONIO TORRES CASTELLON PARFK78 Tel: 804-279-5473 Fax: 804-279-3377 Email: ANTONIO.TORRESCASTELLON@DLA.MIL			CODE	SPE4A7		<b>7. ADMINISTERED BY (If other than 6)</b>			CODE	S4801A	<b>8. DELIVERY FOB</b>			
			DCMA SEATTLE 188 106TH AVE NE SUITE 660 BELLEVUE WA 98004-8019 USA Criticality: C PAS: None							<input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)				
<b>9. CONTRACTOR</b>			CODE	08748		FACILITY		08748		<b>10. DELIVER TO FOB POINT BY (Date)</b> (YYYYMMDD) 250 DAYS ADO		<b>11. X IF BUSINESS IS</b>		
<b>NAME AND ADDRESS</b> ELDEC CORPORATION DBA CRANE AEROSPACE & ELECTRONICS 16700 13TH AVE W LYNNWOOD WA 98037-8503 USA										<input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
			<b>12. DISCOUNT TERMS</b> 10 days .5% , net 30											
			<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15											
<b>14. SHIP TO</b>			CODE			<b>15. PAYMENT WILL BE MADE BY</b>			CODE	SL4701	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>			
SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE						DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA								
<b>16. TYPE OF ORDER</b>		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	Reference your Offer/Quote dated 2015 MAR 03 16Q furnish the following on terms specified herein.											
		<input checked="" type="checkbox"/>	<b>ACCEPTANCE.</b> 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)					
<input type="checkbox"/>			If this box is marked, supplier must sign Acceptance and return the following number of copies:											
<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> BX: 97X4930 5CBX 001 2620 S33189 \$11322.00														
<b>18. ITEM NO.</b>		<b>19. SCHEDULE OF SUPPLIES/SERVICES</b>					<b>20. QUANTITY ORDERED/ ACCEPTED*</b>		<b>21.UNIT</b>	<b>22. UNIT PRICE</b>	<b>23. AMOUNT</b>			
		See Schedule					18.000							
* 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.			<b>24. UNITED STATES OF AMERICA</b> FRANCES WILHELM FRANCES.WILHELM@DLA.MIL BY: PARDACW					<i>Frances M. Wilhelm</i> CONTRACTING/ORDERING OFFICER		<b>25. TOTAL</b>		\$11,322.00		
										<b>26. DIFFERENCES</b>				
<b>27a. QUANTITY IN COLUMN 20 HAS BEEN</b>														
<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						<b>28. SHIP. NO.</b>		<b>29. D.O. VOUCHER NO.</b>		<b>30. INITIALS</b>				
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		<b>32. PAID BY</b>		<b>33. AMOUNT VERIFIED CORRECT FOR</b>				
						<b>31. PAYMENT</b>				<b>34. CHECK NUMBER</b>				
<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<b>35. BILL OF LADING NO.</b>				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER												
<b>37. RECEIVED AT</b>		<b>38. RECEIVED BY (Print)</b>		<b>39. DATE RECEIVED (YYYYMMDD)</b>		<b>40. TOTAL CONTAINERS</b>		<b>41. S/R ACCOUNT NUMBER</b>		<b>42. S/R VOUCHER NO.</b>				

"DLA Aviation Contracting Officer grants permission for the Engineering Support Activity and/or the testing facility to conduct clarifications directly with the suppliers. However, any clarifications that result in necessary changes to contract language, technical specifications, etc. shall be addressed with the Post Award Contracting Officer."

FOB ORIGIN

First Destination Transportation (FDT) TAC - S8AF  
Second Destination Transportation (SDT) TAC - S9NA

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52.211-9G73 PACKAGING AND MARKING AND REQUIREMENTS (MAR 2004)

(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.

(d) All items shall be marked in accordance with MIL-STD-129P. 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-129P 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 B**

SUPPLIES/SERVICES: 1620-00-132-1922

## ITEM DESCRIPTION:

TRANSDUCER, LANDING.  
ELDEC CORP, CAGE:08748  
P/N:1-899-44-1

## IDENTIFY TO:

MIL-STD-130N(1) DATED 16 NOV 2012.  
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

## 1. Requirements

A. The Configuration Change Management section of SAE EIA-649-1 Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for Configuration Control of material purchased under this contract.

B. Furnished item(s) shall conform to the approved configuration requirements/revision specified, unless a Pre-Production Request for Variance (deviation) or a Post-Production Request for Variance (waiver), is processed and approved as provided by Paragraph 3. in this Standard Text Object (STO). Hereafter, the term #Request for Variance (RFV)# will also include Requests for Deviations and Waivers.

2. The definitions from EIA-649-1 apply to items being procured under this solicitation/contract, with the following clarification of Deviation & Waiver:

A. Pre-Production RFV (previously known as deviation) requests permission to produce a product that does not conform to contract requirements/documentation for a limited amount of time and for specified effectivity. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.).

B. Post-Production RFV (previously known as waiver) requests approval of product found during manufacture, or after having been submitted for Government inspection or acceptance, that departs from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method.

## 3. Contractor responsibilities.

A. An Engineering Change Proposal (ECP) is used to make permanent changes in the Government technical data package (TDP). Pending approval of an ECP, contractual relief should be requested in writing by the Contractor using a RFV.

B. Refer to FAR Part 48 Value Engineering for cost saving improvements to the Technical Data Package (TDP).

C. All ECPs submitted by the Contractor will be deemed routine. If the Contractor considers an ECP as an emergency or urgent; they shall include in their ECP submittal an explanation and all applicable

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**SECTION B**

SUPPLY/SERVICE: 1620-00-132-1922 CONT'D

supporting documentation. All ECPs will be reviewed for a determination on criticality, and, if concurred to be an emergency, the appropriate processing time-frame negotiated with the ESAs will be followed and the Contractor will be notified of anticipated response time.

D. For ECPs, Specification Change Notices (SCNs) or RFV, the Contractor must submit the applicable documentation listed in sub-paragraphs D.(1) through D.(4) to the Administrative Contracting Officer (ACO), with an information copy to the Procuring Contracting Officer (PCO). Failure to submit a complete legible package may result in return of the ECP/RFV without processing.

(1) Documentation listed in Paragraph 3.3.1 (for ECPs), 3.3.2 (RFV), 3.3.3 (for SCNs) or 3.3.4 (for Notices of Revision (NORs)) of the latest revision of EIA-649-1.

(2) DD Form 1692 (current revision) for ECP.

(3) DD Form 1694 (current revision) for RFV.

(4) DD Form 1695 (current revision) for NOR.

4. DLA#s responsibilities:

A. Upon receipt of the ECP or RFV, the PCO will ensure that the applicable product specialist receives the copy from DCMA.

B. Within five (5) working days from the date of receipt of the Contractor's ECP or RFV from DCMA, the PS must submit the requests and any supporting documentation via a 339 to the appropriate Engineering Support Activity (ESA), when applicable.

C. Routine ECPs will be processed within 90 days from receipt by the ESA. RFVs will be evaluated and processed within 30 days from receipt by the ESA or as negotiated with the ESA.

(1) The contractor will be notified in writing of approval by the return of an approved copy of the ECP or RFV. Approval will be reflected by signature of the contracting activity or a review activity specifically identified in the contract.

(2) The contractor will be notified in writing of disapproval including reason(s) for disapproval.

5. For an approved RFV or an approved ECP, when the request affects the Contract, a modification will be issued to the contract incorporating the applicable requirement changes. Only a Contracting Officer is authorized to issue a modification incorporating the approved RFV and/or ECP.

6. Questions regarding the status of previously submitted ECP or RFV should be directed to the PCO.

7. The submission of an ECP or RFV by the Contractor does not affect the required delivery date of the contract. If a delivery date change is needed, it must be negotiated with the Contracting Officer and documented via modification to the contract.

8. The period of time for evaluation and approval/disapproval of an ECP and/or a RFV, as specified in Paragraph 4. C., shall not constitute excusable delay in the performance of this Contract by the Contractor or in any way relieve the contractor from compliance with the contract

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**SECTION B**

SUPPLY/SERVICE: 1620-00-132-1922 CONT'D

delivery schedule. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the Contract. (End)

52.246-11 Higher Level Contract Quality Requirement (Manufacturers)

FAR CLAUSE 52.246-11 APPLIES. A QUALITY MANAGEMENT PROGRAM MEETING THE REQUIREMENTS OF ISO 9001:2008; A PROGRAM COMPARABLE TO ISO 9001:2008 (EXAMPLE SAE AS 9100), THE FOLLOWING TAILORED VERSION OF ISO 9001:2008; OR A PROGRAM COMPARABLE TO THE TAILORED VERSION OF ISO 9001:2008 (EXAMPLE SAE AS 9003) IS REQUIRED. MIL-I-45208 AND MIL-Q-9858 ARE OBSOLETE AND NO LONGER CONSIDERED SUITABLE WHEN HIGHER LEVEL QUALITY IS REQUIRED. IN THE TAILORED VERSION OF THE ISO 9001:2008, ANY REFERENCES WHICH CITE THE ENTIRE INTERNATIONAL STANDARD ARE INTERPRETED AS EXCLUSIONS TO THIS DOCUMENT.  
DLA TAILORED HIGHER LEVEL QUALITY CLAUSE FROM ISO 9001:2008

- 4.1 General requirements, [excluding reference to 1.2 and excluding NOTE 3 c)]
- 4.2.1 General, [excluding subparagraph a)]
- 4.2.2 Quality manual, [excluding subparagraph a)]
- 4.2.3 Control of documents
- 4.2.4 Control of records
- 5.1 Management commitment
- 5.3 Quality policy
- 6.2.2 Competence, training and awareness
- 6.4 Work environment
- 7.1 Planning of product realization, [excluding NOTE 2]
- 7.2.1 Determination of requirements related to the product
- 7.2.2 Review of requirements related to the product
- 7.2.3 Customer communication
- 7.3.7 Control of design and development changes
- 7.4.1 Purchasing process
- 7.4.3 Verification of purchased product
- 7.5.1 Control of production and service provision
- 7.5.3 Identification and traceability
- 7.5.4 Customer property
- 7.5.5 Preservation of product
- 7.6 Control of monitoring and measuring equipment
- 8.1 General, [excluding subparagraph b) and subparagraph c)]
- 8.2.2 Internal audit
- 8.2.4 Monitoring and measurement of product
- 8.3 Control of nonconforming product
- 8.5.2 Corrective action
- 8.5.3 Preventive action

NO COMPLETE DATA PKG/BIDSET CURRENTLY EXISTS

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**SECTION B**

SUPPLY/SERVICE: 1620-00-132-1922 CONT'D

## SAMPLING:

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2003 (R2013). 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.

ELDEC CORPORATION DBA CRANE 08748 P/N 1-899-44-1

| ITEM NO. | SUPPLIES/SERVICES                       | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|----------|-----------------------------------------|----------|------|--------------|--------------|
| 0001     | 1620-00-132-1922<br>TRANSDUCER, LANDING | 18.000   | EA   | \$ 629.00000 | \$ 11,322.00 |

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2016 JAN 13

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 Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
- ,,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

## PARCEL POST ADDRESS:

W25G1U  
W1BG DLA DISTRIBUTION  
DDSP NEW CUMBERLAND FACILITY  
2001 NORMANDY DRIVE DOOR 113 TO 134

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**SECTION B**

SUPPLY/SERVICE: 1620-00-132-1922 CONT'D

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  
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

| ITEM | PR         | External |     | External | External | Customer RDD/  |
|------|------------|----------|-----|----------|----------|----------------|
|      |            | PRLI     | PR  | PRLI     | Material | Need Ship Date |
| 0001 | 0057285040 | 0001     | N/A | N/A      | N/A      | N/A            |

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**SECTION A - SOLICITATION/CONTRACT FORM****52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (DEC 2011)  
DLAD**

(a) The product described in the Purchase Order Text (POT) or Procurement Item Description (PID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an "exact product," an "alternate product" (which includes a "previously reverse-engineered product"), a "superseding part number," or a "previously-approved product;" and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, offerors must refer to the criteria in subparagraphs (b) - (e) of this provision, respectively.) Any product offered must be either a product cited in the POT or PID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the POT or PID, including additional requirements referred to in the POT or PID, if any.

**Exact Product – Applies to CLIN(s):**

**Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s):**

**Superseding Part Number – Applies to CLIN(s):**

**Previously - Approved Product – Applies to CLIN(s) :**

(b) "Exact product."

(1) "Exact product" means a product described by the name of an approved source and its corresponding part number, as currently cited in the POT or PID; modified (if necessary) to conform to any additional requirements set forth in the POT or PID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an "exact product" is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below.

(Any Offeror not meeting one of these descriptions is not considered to be offering "exact product;" even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the POT or PID.) For any Offeror other than the manufacturer cited in the POT or PID, the Contracting Officer may request evidence to demonstrate technical acceptability of the supplies offered. Evidence requested will generally include information tracing the supplies back to the original equipment manufacturer or its authorized distributor. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If an Offeror fails to provide the requested evidence/information or provides information that the Contracting Officer finds unacceptable, its offer may be rejected with out further consideration under this solicitation.

(i) An approved source currently cited in the POT or PID offering its corresponding part number as cited in the POT or PID;

(ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;

(iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the POT or PID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror must provide documentation to demonstrate such authorization, or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the manufacturer is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source, this does not necessarily preclude acceptance of the offer, if the Offeror provides adequate documentation or other evidence allowing the Contracting Officer to determine the approved source has oversight of and involvement in the manufacturing process.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer or its authorized distributor. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the item being offered is produced by a manufacturer that is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source or manufacturing source, this does not necessarily preclude acceptance of the offer, if the contracting officer can adequately document that the approved source has oversight of and involvement in the manufacturing process by other means.

(2) When the POT or PID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

(c) "Alternate product."

(1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following:

(i) An Offeror who (A) manufactures the item for an approved source currently cited in the POT or PID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

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- (ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;
- (iii) An Offeror of a previously reverse-engineered product that is not currently cited in the POT or PID; or
- (iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.
- (2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the POT or PID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.
- (3) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the POT or PID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the POT or PID; or, if not specified in the POT or PID, are as follows: [buyer insert (a), (b), (c), or (d), as applicable, if POT or PID does not identify]. (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the POT or PID or in this subparagraph (c)(3), then subparagraph (a) below applies.)
- (a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.
- (b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the POT or PID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.
- (c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.
- (d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID. The Offeror is not required to submit data on the exact product.
- (4) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated, the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the appropriate location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer or alternate product, will be identified either in the POT or PID or in paragraph (c)(2) of the provision of 52.217-9002. If the level of data and submission requirements are not identified in either of these locations in the solicitation, then 52.217-9002(c)(3)(a) applies.
- (i) For solicitation numbers beginning with SPM7 or SPE7 and containing "T" in the ninth position of the PIIN:  
DLA Land and Maritime  
Directorate of Procurement  
Alternate Offer Monitor, BPP  
PO Box 3990  
Columbus, OH 43218-3990
- (ii) For solicitation numbers beginning with SPE4 or SPM4 and containing "T" or "U" in the ninth position of the PIIN:  
DLA Aviation  
ATTN: Small Business Office - DU  
8000 Jefferson Davis Highway  
Richmond, VA 23297-5100

(iii) For solicitation numbers beginning with SPM1, SPM2, SPM3, SPM5, or SPM8 and containing "T" or "U" in the ninth position of the PIIN:

DLA Troop Support

ATTN : (see note below)

700 Robbins Avenue

Philadelphia, PA 19111-5096

NOTE: The address (ATTN line) will change based on the 5<sup>th</sup> digit of the PIIN as follows:

SPM1 = Clothing and Textile (C&T)

SPM2 = Medical

SPM3 = Subsistence

SPM5 = formerly aviation or L&M Detachments (currently called Hardware)

SPM8 = Construction and Equipment (C&E)

(iv) For solicitation numbers beginning with SPRRA1 and SPRRA2 of the PIIN:

DLA Aviation

Office of the Competition Advocate

Bldg. 5201

Redstone Arsenal, AL 35898

(v) For solicitation numbers beginning with SPRPA1 of the PIIN:

DLA Philadelphia

Competition Advocate Office

DLR Procurement OPS DSCR-ZC

700 Robbins Avenue Building 1

Philadelphia, PA 19111-5098

(d) "Superseding part number."

(1) The Offeror must indicate that a "superseding part number" is being offered if the offered item otherwise qualifies as an "exact product," except that the part number cited in the POT or PID has been superseded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for "alternate products." (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an "alternate product.")

(2) For solicitation numbers beginning with SPE or SPM, any data to be furnished with an offer of a "superseding part number" should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(e) "Previously-approved product."

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

**CLIN NR (s) \_\_\_\_\_ have been previously furnished or evaluated and approved under contract/solicitation number \_\_\_\_\_.**

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(f) For all types of offers ("exact product," "alternate product," "superseding part number," or "previously-approved product"), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a "superseding part number" or a "previously-approved part number" to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the following dollar savings threshold shown below, which have a reasonable chance to receive an award; generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation, and is (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,500.00 for each required Engineering Support Activity evaluation). If the time before proposed award does not permit evaluation and delay of award would adversely affect the Government, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted, as stipulated above. When an alternate offer will not be considered for the current procurement, the Contracting Officer may

**CONTINUED ON NEXT PAGE**

request that the Offeror, at its discretion, provide a sample product for testing and evaluation in addition to the data required in this provision. Although not mandatory, Offerors are encouraged to provide the sample. This may facilitate the post-award evaluation and, if the alternate product is approved, increase the likelihood of its being added to the POT or PID in time for the next acquisition of the item. The Offeror shall not submit a sample product until requested to do so. The testing of the sample product will be done at a testing facility; therefore, the shipping instructions will be provided with the request. Unless otherwise specified in the solicitation, samples shall be submitted at no expense to the Government, may be damaged or destroyed during testing without liability from the Government to the submitter, and consequently may not be returned to the offeror; samples that are not damaged or destroyed will be returned only at the Offeror's request and expense. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. The Contracting Officer may at any time, pre-award or post-award, request evidence of the technical acceptability of the supplies offered in response to this solicitation. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation and the Contracting Officer subsequently finds the evidence to be unacceptable, or if the Contractor fails to provide the requested evidence, the award may be cancelled.

(End of provision)

**52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR**

**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/>.

(End of clause)

- 52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) 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**
- 52.211-9053 EXPEDITED HANDLING SHIPMENTS (NOV 2011) 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**

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

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- 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 (DEC 2014) 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 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**

**52.246-9004 PRODUCT VERIFICATION TESTING (MAR 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:**  
ELDEC CORP CRANE AEROSAPCE AND ELECTRONICS

**Commercial and Government Entity (CAGE) Code: 08748**

**Street: 16700 13TH AVE W PO BOX 97027**

**City/State/Zip: LYNNWOOD, WA 98046-9727**

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

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

**Packaging:**  
**[ X ] Same as for supplies, or,**  
**Plant:**

**Cage Code:**

**Street:**

**City/St/Zip:**

**Applicable to clin(s):**

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**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 ALL .

- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**
- 52.211-9020 TIME OF DELIVERY - ACCELERATED (JUN 2008) DLAD**
- 52.242-15 STOP-WORK ORDER (AUG 1989) FAR**
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**
- 52.247-29 F.O.B. ORIGIN (FEB 2006) FAR**
- 52.247-59 F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984) FAR**
- 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR**

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

**(1) To be completed by the offeror:**

**(i) Type of container:**

Wood Box [ ], Fiber Box [ ], Barrel [ ], Reel [ ],  
 Drum [ ],  
 Other (specify) \_\_\_\_\_;

**(ii) Shipping configuration: Knocked-down [ ], Set-up [ ],  
 Nested [ ],  
 Other (specify) \_\_\_\_\_;**

**(iii) Size of container:**  
 \_\_\_\_\_" (Length), \_\_\_\_\_" (Width), \_\_\_\_\_" (Height) =  
 \_\_\_\_\_ Cubic Ft;

**(iv) Number of items per container \_\_\_\_\_ each;**  
**(v) Gross weight of container and contents \_\_\_\_\_ Lbs;**  
**(vi) Palletized/skidded [ ] Yes [ ] No;**  
**(vii) Number of containers per pallet/skid \_\_\_\_\_;**  
**(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;**

**(ix) Size of pallet/skid and contents \_\_\_\_\_  
 Lbs Cube \_\_\_\_\_;**  
**(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \***  
**(A) Size of railcar \_\_\_\_\_**  
**(B) Type of railcar \_\_\_\_\_**  
**(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ \***  
**(A) Size of trailer \_\_\_\_\_ Ft**  
**(B) Type of trailer \_\_\_\_\_**

\* Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation: ;**
- (ii) Tender/Tariff: ;**
- (iii) Item: .**

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.  
 (End of clause)

**52.215-9003 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL REPORTING (PIRS-SR) INFORMATION IN PAST PERFORMANCE EVALUATION (APR 2014) DLAD****52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) FAR****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).

(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)

**52.247-9038 SHIPPING INSTRUCTION FOR DLA DIRECT ACQUISITIONS (NOV 2011) DLAD****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****252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS**

CONTINUED ON NEXT PAGE



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

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

52.222-03 CONVICT LABOR (JUN 2003) FAR

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

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

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

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS

52.232-01 PAYMENTS (APR 1984) FAR

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

52.232-11 EXTRAS (APR 1984) FAR

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

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**52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD****52.233-01 DISPUTES (MAY 2014) 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 (OCT 2014) FAR****52.246-9053 COMMERCIAL WARRANTY (SEP 2008) DLAD****52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) DLAD****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) 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)

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized 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.
- (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.

(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)