

## SECTION E - INSPECTION AND ACCEPTANCE

☒ 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 Corporation

Commercial and Government Entity (CAGE) Code: 08748

Street: 16700 13th Ave. West

City/State/Zip: Lynnwood, WA 98046

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

All

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

Packaging:

☒ Same as for supplies, or,

Plant:

Cage Code:

Street:

City/State/Zip:

Applicable to clins(s):

\*\*\*

## SECTION F - DELIVERIES OR PERFORMANCE

☒ 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

## SECTION I - CONTRACT CLAUSES

☒ 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR☒ 52.211-9060 TIME OF DELIVERY (NOV 2011) DLAD

CONTINUED ON NEXT PAGE

SPE7M1-15-C-0019

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

**DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DAYS
See Page 2		

☒ Liquidated Damages ( ) is (X) is not applicable.

☒ Note: Accelerated delivery is acceptable at no additional cost to the Government.  
(End of clause)

☒ 52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE FINANCE ACCOUNTING SERVICES (DFAS) (NOV 2011) DLAD

☒ 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) DFARS

**SECTION J - LIST OF ATTACHMENTS**

☒ 52.215-9017 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (APR 2008) DLAD

(a) This solicitation/award consists of the following documents, exhibits, and other attachments:

(1) Contractor Proposal

(2) Signed Face Page of Award

(3)

(4)

(5)

(End of Clause)

**List of Attachments**

Description	File Name
ATTACH,Contractor	Contractor proposal.pdf
Proposal	

*\* incorporated into contract SPE7M1-15-C-0019*

## SECTION D - PACKAGING AND MARKING

252.21-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

....

(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 Material 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 III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
  - (D) Class IV – Construction and barrier materials.
  - (E) Class V – Personal demand items (non-military sales items).
  - (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the making 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/od/rfidi/> 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-1229 (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/od/rfidi/tag\\_data.htm](http://www.acq.osd.mil/od/rfidi/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/>.

CONTINUED ON NEXT PAGE

(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 1 (AUG 2005) DLAD  
52.211-9013 SHIPPER'S DECLARATION OF DANGEROUS GOODS (APR 2014) DLAD  
52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD  
52.211-9035 MARKING REQUIREMENTS - DLA MARITIME (NOV 2011) DLAD  
52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (NOV 2011) DLAD  
52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD  
52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

## SECTION E - INSPECTION AND ACCEPTANCE

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR  
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR  
252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS  
52.246-9007 INSPECTION AND ACCEPTANCE AT DESTINATION (AUG 2007) DLAD  
52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD

## SECTION F - DELIVERIES OR PERFORMANCE

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR  
52.211-9020 TIME OF DELIVERY - ACCELERATED (JUN 2008) DLAD  
52.211-9051 TIME OF DELIVERY (NOV 2011) DLAD

(e) Offers in response to this solicitation will be evaluated as specified in the solicitation. Delivery shall be offered in terms of a number of days after date of award. The number of delivery days REQUIRED in this solicitation is calculated based on the Government's planned need and customer requirements. Unless delivery is identified elsewhere in the solicitation as an evaluation factor, Offers are encouraged to conform their delivery terms as closely as possible to the delivery days REQUIRED, and there will be no evaluation preference, or penalty for faster delivery. Offering a greater number of delivery days than the REQUIRED DELIVERY SCHEDULE may result in the offer not being considered, however the Government reserves the right to consider offered delivery times that EXCEED the number of delivery days required by the Government. Delivery is REQUIRED by the Government in accordance with the following schedule:

## REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN NO. DAYS AFTER DATE OF AWARD
0001	167	265

The Government may elect to consider for award only those offers that comply with the REQUIRED DELIVERY SCHEDULE but reserves the right to consider offered delivery times that EXCEED the number of delivery days required by the Government. The Offeror may propose an alternative delivery schedule below. If the Offeror proposes no other delivery schedule, the REQUIRED DELIVERY SCHEDULE above will apply.

CONTINUED ON NEXT PAGE

## OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN NO. DAYS AFTER DATE OF AWARD

....

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

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

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

52.247-9058 FIRST DESTINATION TRANSPORTATION (FDT) PROGRAM - SHIPMENTS ORIGINATING FROM OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS) (JUL 2013) (DLAD)

(a) Contiguous United States (CONUS) is defined as being in the 48 contiguous states and the District of Columbia.

(b) This acquisition is being conducted under the First Destination Transportation (FDT) Initiative. Delivery Terms are f.o.b. origin. Inspection and acceptance by the Government will occur at destination unless otherwise specified in the solicitation.

(c) For Offerors whose shipments will originate from outside CONUS (OCONUS), the Offeror's f.o.b. origin price shall include transportation to a CONUS location that the Offeror selects based on cost-effectiveness or other variables at the Offeror's discretion. This location shall be deemed the origin point for purposes of the f.o.b. origin terms and conditions of the solicitation/order/contract. The Offeror shall identify this CONUS location as the pick-up point in the Vendor Shipment Module (VSM) at <https://vsm.distribution.dla.mil>.

(End of Clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

52.252-223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

b1A

....

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause inside ad of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (if None, Insert "None")	ACT
None	

....

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.

CONTINUED ON NEXT PAGE

(End of Clause)

## SECTION I - CONTRACT CLAUSES

52.202-01 DEFINITIONS (NOV 2013) FAR

52.203-03 GRATUITIES (APR 1984) FAR

52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

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

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

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

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

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

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014) DFARS

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

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

....

(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:

A contractor may be submitting additional information as allowed by DFAR 252.204-7012(b)(1) (iii)

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

....

211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

....

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

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

Yes [ ] No [ ]

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

Yes [ ] No [ ]

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

Yes [ ] No [ ] Unknown [ ]

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

Yes [ ] No [ ] Unknown [ ]

The material was manufactured by: \_\_\_\_\_

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

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

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

Government Selling Agency	Contract Number	Contract Date (Month, Year)
Other Source	Address	Date Acquired (Month, Year)

(3) The material has been altered or modified.

Yes [ ] No [ ]

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

(4) The material has been reconditioned. Yes [ ] No [ ]

If yes, (i) the price offered includes the cost of reconditioning/re refurbishment.

Yes [ ] No [ ]; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be

done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes [ ] No [ ]

If yes, the material includes replacement of cure-dated components. Yes [ ] No [ ]

(5) The material has data plates attached. Yes [ ] No [ ]

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

CONTINUED ON NEXT PAGE

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

Contract Number	National Stock Number (NSN)	Commercial and Government Entity (CAGE) Code

Part Number	Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.

Yes ☐ No ☐

If yes, (i) the material being offered is from the same original Government contract number as that provided previously.

Yes ☐ No ☐; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency	Contract Number

(8) The material is manufactured in accordance with a specification or drawing.

Yes ☐ No ☐

If yes, (i) the specification/drawing is in the possession of the Offeror. Yes ☐ No ☐;

and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.

Yes ☐ No ☐

Specification/Drawing Number	Revision (if any)	Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.

Yes ☐ No ☐

If yes, (i) Material has been re-pressed. Yes ☐ No ☐;

(ii) Material has been repackaged. Yes ☐ No ☐;

(iii) Percentage of material that has been inspected is \_\_\_\_\_%; and/or number of items inspected is \_\_\_\_\_; and (iv) a written report was prepared. Yes ☐ No ☐; If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes ☐ No ☐

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

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

☐ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.

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

☐ For DLA Distribution Services Recycling Control Point (RCP) term sales, the statement of account or billing document.

☐ For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for Bid and corresponding DLA Distribution Services Form 1427.

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

☐ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government.

Describe and/or attach.

CONTINUED ON NEXT PAGE



....

52.211-9002 PRIORITY RATING (NOV 2011) DLAD

52.215-02 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) FAR

52.215-02 AUDIT AND RECORDS - NEGOTIATION (OCT 2010), ALTI (MAR 2009) FAR

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

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) FAR

52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE FINANCE ACCOUNTING SERVICES (DFAS) (NOV 2011) DLAD

52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) FAR

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) FAR

....

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ~~is~~ is not a small business concern under NAICS Code assigned to contract number .

{Contractor to sign and date and insert authorized signer's name and title}:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(End of clause)

52.222-18 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR

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

52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) FAR

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) FAR

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR

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

52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

....

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")

Identification No.

NONE

CONTINUED ON NEXT PAGE

\*\*\*\*

52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \*

\_\_\_\_\_ , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of clause)

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

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) DFARS

N/P 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (NOV 2011) DLAD

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

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DFARS

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

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) DFARS

(a) Definitions. As used in this clause—

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement

memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2176) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Finland

France

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPETM1-15-R-0014	PAGE 15 OF 26 PAGES
<p>Germany Greece Israel Italy Luxembourg Netherlands Norway Poland Portugal Spain Sweden Switzerland Turkey United Kingdom of Great Britain and Northern Ireland.</p> <p>"Structural component of a tent"—</p> <p>(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);</p> <p>(ii) Does not include equipment such as heating, cooling, or lighting.</p> <p>"United States" means the 50 States, the District of Columbia, and outlying areas.</p> <p>"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.</p> <p>(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:</p> <p>(1) Food.</p> <p>(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.</p> <p>(3)</p> <p>(i) Tents and structural components of tents;</p> <p>(ii) Tarpaulins; or</p> <p>(iii) Covers.</p> <p>(4) Cotton and other natural fiber products.</p> <p>(5) Woven silk or woven silk blends.</p> <p>(6) Spun silk yarn for cartridge cloth.</p> <p>(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.</p> <p>(8) Canvas products.</p> <p>(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).</p> <p>(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).</p> <p>(c) This clause does not apply—</p> <p>(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;</p> <p>(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—</p>		

CONTINUED ON NEXT PAGE

- (1) Is not more than 10 percent of the total price of the end product; and
- (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
- (5) To chemical warfare protective clothing produced in a qualifying country; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—
- (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include
- (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
- (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/fabric/fur/skappa/linen/leather/leather goods, or Federal Supply Group 84, Clothing, Individual Equipment and insignia;
- (C) Upholstered seats (whether for household, office, or other use); and
- (D) Parachutes (Federal Supply Class 1670); or
- (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)
- (1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—
- (i) Shall be taken from the sea by U.S.-flag vessels; or
- (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- (End of clause)
- 52.228-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) 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
- 52.232-17 INTEREST (MAY 2014) FAR
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR
- 52.232-25 PROMPT PAYMENT (JUL 2013) FAR
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (JUL 2013) FAR
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 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
- 52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD

CONTINUED ON NEXT PAGE

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
SPEZM1-15-R-0014

PAGE 17 OF 26 PAGES

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

52.233-8001 DISPUTES • AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

....

(c) The offeror should check here to opt out of this clause:

[ ]. Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

....

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to act (if the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name) \_\_\_\_\_

(Title) \_\_\_\_\_

52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996) FAR

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014) FAR

252.244-7006 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MOD CONTRACTS) (JUN 2013) DFARS

92.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

52.246-8054 WARRANTY ACCEPTANCE OF SUPPLIES (NOV 2011) DLAD

52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignee, the annotation shall be:

Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \_\_\_\_\_.

This may be confirmed by contacting \_\_\_\_\_ [Name and address of the contract administration office listed in the contract].

(End of clause)

52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS

252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (JUN 2012) DFARS

CONTINUED ON NEXT PAGE

## b1 52.249-01 VALUE ENGINEERING (OCT 2010) FAR

....

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:  
CONTRACTORS SHARE OF NET ACQUISITION SAVINGS (Figures in percent)

Contract Type : \_\_\_\_\_

Incentive (Voluntary) : \_\_\_\_\_

Program Requirement (Mandatory) : \_\_\_\_\_

Instant Contract Rate : \_\_\_\_\_

Concurrent and Future Contract Rate : \_\_\_\_\_

Instant Contract Rate : \_\_\_\_\_

Concurrent and Future Contract Rate : \_\_\_\_\_

....

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause.

....

## 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

## 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

## 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$3177.00 [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

## 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.dia.mil/Acquisition> and <http://arsite.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." Items 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.

CONTINUED ON NEXT PAGE