

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 13

1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE7M1-15-M-1785		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2014 NOV 25		4. REQUISITION/PURCH REQUEST NO. 0055252629		5. PRIORITY DO-C9					
6. ISSUED BY DLA LAND AND MARITIME MARITIME SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 USA Local Admin: Shelann Ross PMCMMSGF Tel: 614-692-2816 Fax: 614-693-1679 Email: SHEIANN.ROSS@DLA.MIL			CODE	SPE7M1		7. ADMINISTERED BY (If other than 6) DCMA LOS ANGELES 16111 PLUMMER STREET, BUILDING 10, 2 BLDG 10, 2ND FLOOR NORTH HILLS CA 91343-2036 USA Criticality: C PAS: None			CODE	S0512A			
9. CONTRACTOR NAME AND ADDRESS HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA			CODE	81982		FACILITY	81982		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 270 DAYS ADO		8. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			12. DISCOUNT TERMS Net 30 days			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15							
14. SHIP TO SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE			CODE			15. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA			CODE	SL4701		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.											
DELIVERY/ CALL													
PURCHASE		Reference your Offer/Quote dated 2014 NOV 07 furnish the following on terms specified herein.											
<input checked="" type="checkbox"/>		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)				
If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE BX: 97X4930 5CBX 001 2620 S33189 \$30628.00													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE	23. AMOUNT			
		Award sent EDI, Do not duplicate shipment				1.000							
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA Denise Mayo DENISE.MAYO@DLA.MIL BY: PMCMDAM			<i>Denise A. Mayo</i> CONTRACTING/ORDERING OFFICER			25. TOTAL				
								26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

This is a Air Force Designation Critical Safety Item (CSI)

This is a First Destination Transportation (FDT) program award. If this award is for FMS or has an APO/FPO ship-to address, these instructions do not apply and normal procedures should be ship-to address, these instructions do not apply and normal procedures should be followed.

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

2. OCONUS AWARDEE SHIPPING TO CONUS DESTINATION: If awardee is outside the continental United States (OCONUS) and is shipping to a location in the continental United States (CONUS), transportation requirements are located in DLAD clauses 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS) and 52.247-9059 F.o.b. Origin, Government Arranged Transportation.

3. OCONUS AWARDEE SHIPPING TO OCONUS LOCATION: If awardee is outside the continental United States (OCONUS) and is shipping to a location outside the continental United States (OCONUS), contact the Transportation Office at delivery@dla.mil with "FDT OCONUS Shipment" in the subject line for instructions. Transportation requirements are located in DLAD clauses 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS) and 52.247-9059 F.o.b. Origin, Government Arranged Transportation.

4. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT ORIGIN: If awardee is outside the continental United States (OCONUS) and Inspection and Acceptance are at Origin, normal DCMA transportation procedures should be followed and paragraphs 1, 2 and 3 above do not apply.

NOTE: The unit price of \$ 30,628.00 includes a one time NRE fee: \$ 5700.00

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SECTION B

SUPPLIES/SERVICES: 4320-00-523-7795

ITEM DESCRIPTION:

PUMP, RECIPROCATING.

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

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 4320-00-523-7795 CONT'D

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

THIS IS AN AIR FORCE DESIGNATED CRITICAL SAFETY ITEM (CSI).

.
SOURCE INSPECTION REQUIRED

.
ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE FORWARDED TO THE DSC CONTRACTING OFFICER FOR REVIEW AND APPROVAL.

.
ALL ITEMS OF SUPPLY SHALL BE MARKED IAW MIL-STD-129. IN ADDITION, EACH UNIT PACK WILL BE MARKED WITH LOT AND SERIAL NUMBER (IF AVAILABLE), CONTRACTOR'S CAGE CODE, ACTUAL MANUFACTURER'S CAGE CODE AND PART NUMBER.
EACH UNIT PACKAGE WILL BE MARKED WITH THE NSN, CONTRACT NUMBER, LOT NUMBER, CONTRACTOR CAGE CODE, MANUFACTURER CAGE CODE, AND PART NUMBER.

HYDRO-AIRE, INC. DBA 81982 P/N 72848

Critical Safety Item

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	4320-00-523-7795 PUMP, RECIPROCATING	1.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2015 AUG 24

PLACE of INSPECTION for PACKAGING:

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 4320-00-523-7795 CONT'D

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

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP:001 PRES MTHD:BL CLNG/DRY:1 PRESV MAT:49
WRAP MAT:XX CUSH/DUNN MAT:AD CUSH/DUNN THKNSS:X
UNIT CONT:E5 OPI:O
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE:ZZ -

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV B DATED JULY 01, 2008

EACH UNIT PACKAGE WILL BE MARKED WITH THE NSN,
CONTRACT NUMBER, LOT NUMBER, CONTRACTOR CAGE
CODE, MANUFACTURER CAGE CODE, AND PART NUMBER.

PARCEL POST ADDRESS:

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

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

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SECTION B

GOVT USE

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>External PR</u>	<u>External PRLI</u>	<u>External Material</u>	<u>Customer RDD/ Need Ship Date</u>
0001	0055252629	0001	N/A	N/A	N/A	N/A

SECTION D - PACKAGING AND MARKING

252.211-7006 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 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 III – 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. 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**
- 52.211-9013 SHIPPER’S DECLARATION OF DANGEROUS GOODS (APR 2014) DLAD**
- 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD**
- 52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (NOV 2011) 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**
- 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) FAR**

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

	Title	Number	Date	Tailoring
<input type="checkbox"/>	ISO	9001:2008		
<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)

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:
HYDRO AIRE INC

Commercial and Government Entity (CAGE) Code: 81982

Street: 3000 WINONA AVE

City/State/Zip: BURBANK, CA 91504

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:
DOUBLE J PACKAGING

Cage Code: 9A289

Street: 9834 GLENOAKS BLVD

City/St/Zip: SUN VALLEY, CA

Applicable to clin(s): ALL

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

52.247-9035 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

52.247-9034 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)

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SECTION I - CONTRACT CLAUSES**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS****252.204-7000 DISCLOSURE OF INFORMATION (AUG 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****52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR****252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) DFARS**

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated control activity:

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**

(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**52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (NOV 2011) DLAD****52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS (JUL 2002) DLAD****52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS (NOV 2011) DLAD**

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- 52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR**
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR**
- 52.222-20 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**
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007), ALT I (FEB 1999) FAR**

As prescribed in 22.810(e), add the following as a preamble to the clause:
 Notice: The following terms of this clause are waived for this contract:

[Contracting Officer shall list terms].

- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR**
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010), ALT I (JUN 1998) FAR**

As prescribed in 22.1408(b), add the following as a preamble to the clause:
 Notice: The following term(s) of this clause are waived for this contract:

[List term(s)].

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

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

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

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

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR**
- 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**
- 252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (NOV 2012), ALT I (NOV 2012) DFARS**
- 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) 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

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

52.246-9054 WARRANTY ACCEPTANCE OF SUPPLIES (NOV 2011) DLAD

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014), ALT I (APR 2014) DFARS

52.248-01 VALUE ENGINEERING (OCT 2010) FAR

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:
CONTRACTOR'S 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 .

52.249-01 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

CONTINUED ON NEXT PAGE

(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)