ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF10					
1. CONTRACT/PURCH ORDER/AGREEMENT NO. 2. DELIVERY ORDER/CALL NO.				3. DATE OF ORDE	R/CALL	4. REQUISITION/PURCH REQUEST NO.		5. PRIORITY				
SPE7MC-14-M-3665				(YYYYMMMDD) 2014 FEB	14	0051439751		DO-C9				
6. ISSUED BY CODE SPE7MC 7.				7. AD	ADMINISTERED BY (If other than 6) CODE SPE7MC			8. DELIVERY FOB				
	ND AND M IME HARDI		ECTRICAL			MAR	LAND AND MARITIME ITIME HARDWARE/ELEC	CTRICAL				DESTINATION
	MBUS OH 4	3218-399	0			COL	BOX 3990 UMBUS OH 43218-3990					X OTHER
Local A	dmin: Sheia SHEIANN.F		PMCMSGF Tel: 614-692-2816 A.MIL	Fax: 614-693-1679	)	USA Critic	ality: C PAS: None					(See Schedule if other)
9. CON1	TRACTO	₹		CODE 8	31982	F	ACILITY		10. DELIVER TO		NT BY (Date)	11. X IF BUSINESS IS
				_				(YYYYMMMDD) 270 DAYS ADO		SMALL		
			RE, INC. DBA					12. DISCOUNT TERMS		SMALL DISAD- VANTAGED		
NAME AND	BUR		NA AVE CA 91504-2540					Net 30 days		WOMEN-OWNED		
ADDRES	SS USA								13. MAIL INVOIC	ES TO TH	E ADDRESS	IN BLOCK
									See Block	15		
14. SHIP	то			CODE			YMENT WILL BE MA			L4701		MARK ALL PACKAGES AND
						DE BS	EF FIN AND ACCO	DUNTING	SSVC			PAPERS WITH
SEE	SCHE	DULE, [	OO NOT SHIP TO ADI	DRESSES OF	N THIS PAGE	Ρ(	O BOX 369031	000 0004				IDENTIFICATION NUMBERS IN
						US	DLUMBUS OH 43. SA	236-9031				BLOCKS 1 AND 2.
16.	DELIVE	RY/	This delivery order/ca	ll is issued on a	another Government	agency	or in accordance wi	th and sub	piect to terms and c	onditions o	of above numb	pered contract.
TYPE	CALL	-	· ·		ted 2013 NOV 04				,			
OF ORDER	PURCH	ASE X	ACCEPTANCE. THE	CONTRACTOR	HEREBY ACCEPTS	THE OF	FER REPRESENTED	BY THE N	IUMBERED PURCH	ASE ORDE	ER AS IT MAY	terms specified herein. PREVIOUSLY HAVE
			BEEN OR IS NOW MO	DIFIED, SUBJE	CT TO ALL OF THE	TERMS	AND CONDITIONS S	ET FORTH	I, AND AGREES TO	PERFORM	I THE SAME.	
	NAME C	F CONT	RACTOR	SI	GNATURE			TYPED	NAME AND TITLE			DATE SIGNED
If th	is box is	marked,	supplier must sign Accept	ance and returr	the following number	r of cop	ies:					(YYYYMMMDD)
17. ACC	OUNTING	G AND A	PPROPRIATION DATA/I	OCAL USE								
BX.	97X493	0 5CBX	001 2620 S33189 \$3	8800 00								
27	0.71.00	002,										
								20	. QUANTITY	1	1 1	
18. ITE	M NO.		19. SCH	EDULE OF SU	PPLIES/SERVICES				RED/ ACCEPTED*	21UNIT	22. UNIT PRICE	23. AMOUNT
			Award se	nt EDI, Do no	ot duplicate shipm	ent		4.000				
			he Government is , indicate by X.	24. UNITED :	STATES OF AMERIC	CA	1,1		11.		. TOTAL	
If differe	ent, enter	actual q	uantity accepted below	William	.Cain2@dla.mil			liam.			FFERENCES	
	ordered			BY: PMCM	UBB		CO	NTRACTIN	NG/ORDERING OFF	ICER		
_	SPECTED				CONFORMS TO							
			HORIZED GOVERNMEN		EXCEPT AS NOTED		DATE	d DDINITE	ED NAME AND TITLE	OE ALITH	ORIZED GOVE	RNMENT REPRESENTATIVE
2. 0.0.		o. 7. <b>o</b> .			,,,,,		(YYYYMMMDD)	G. FIGHTE	LD NAME AND THE	OI AOIII	ONIZED GOVE	KINDLINI KEI KEOLINIATIVE
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 2				2	8. SHIP. NO.	29. D.O. \	VOUCHER NO.	3	0. INITIALS			
											-	
					PARTIAL	32. PAID	ВҮ	3	3. AMOUNT V	ERIFIED CORRECT FOR		
f. TELEPHONE NUMBER g. E-MAIL ADDRESS				FINAL								
						31	I. PAYMENT			3	4. CHECK NU	MBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				COMPLETE								
a. DATE (YYYYM		b. SIGN	ATURE AND TITLE OF CERTI	FYING OFFICER			PARTIAL			3	5. BILL OF LA	DING NO.
,	ŕ				lee B		FINAL					
37. REC	EIVED	38. RE	CEIVED BY (Print)		39. DATE RECEIV		. TOTAL CON- TAINERS	41. S/R A	ACCOUNT NUMBER	₹  4	2. S/R VOUCH	IER NO.

PAGE 2 OF 10 PAGES

#### SECTION B

SUPPLIES/SERVICES: 4820-00-053-4546

ITEM DESCRIPTION:

VALVE, SAFETY RELIEF. 1/4 IN. (FEMALE-INLET), 7/16 IN. (FEMALE-OUTLET). 1285 PSI (1.2 GPM). USED ON AIRCRAFT HYDRAULIC SYSTEM. CLASS 3 THREADS APPLY TO THIS NSN.

FAR CLAUSE 52.246-11 APPLIES

A QUALITY MANAGEMENT PROGRAM MEETING THE REQUIREMENTS OF ISO 9001:2008 OR THE FOLLOWING TAILORED VERSION OF ISO 9001:2008 IS REQUIRED OR A PROGRAM EQUIVALENT TO THE TAILORED VERSION OF THE ISO 9001:2008 IS REQUIRED.

DLA TAILORED HIGHER LEVEL QUALITY CLAUSE FROM ISO 9001:2008

- 4.2.1 General, Documentation Requirements [b and d only]
- 4.2.2 Quality manual
- 4.2.3 Control of documents
- 4.2.4 Control of records
  6.2.2 Competence, training and awareness
- 6.4 Work environment (if applicable)
- 7.1 Planning of product realization
- 7.2.1 Determination of requirements related to the product
- 7.2.2 Review of the requirements related to product
- 7.2.3 Customer communication
- 7.3.7 Control of design and development changes
- 7.4.1 Purchase Product
- 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 (if applicable)
- 7.5.5 Preservation of product
- 7.6 Control of monitoring and measuring equipment
- 8.1a,, General for Measurement, Analysis and Improvement
- 8.2.2 Internal Audit
- 8.3 Control of nonconforming product
- 8.2.4 Monitoring and measurement of product
- 8.5.2 Corrective action
- 8.5.3 Preventive action

NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.

HYDRO-AIRE, INC. 81982 P/N A90369-13 NORTHROP GRUMMAN SYSTEMS 26512 P/N 128SCH142-13 **CONTINUATION SHEET** 

## REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7MC-14-M-3665

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#### SECTION B

SUPPLY/SERVICE: 4820-00-053-4546 CONT'D

ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0001 4820-00-053-4546 4.000

VALVE, SAFETY

RELIEF

PRICING TERMS: Firm Fixed Price
OTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2014 NOV 12

PREP FOR DELIVERY:

PKGING DATA-QUP:001

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

#### Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:

- •,,All containers shall meet ASTM D4169, Standard Practice for
- Performance Testing of Shipping Containers and Systems.
- ${}^{\bullet}\textsc{,}\,\textsc{,}\,\textsc{All}$  Section D Packaging Clauses take precedence over ASTM D3951.
- •,,In addition to requirements in MIL-STD-129P, all Labeling and Marking shall have a Method of Preservation of Commercial Pack applied to the MIL-STD-129 identification labels on all shipping

containers, including the unit and intermediate levels. The Method of Preservation (M) of Commercial Pack (CP) shall be applied to all labels and marking as "MCP."

- •,,For all shipments of packaged materiel to the Government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required in accordance with MIL-STD-129. See DLAD 52.211-9010 for exceptions to the Military Shipment Label (MSL) requirement. When the MSL is required, the Transportation Control Number (TCN) is not an exception and must always be present. TCN construction is detailed in DTR 4500.9-R (Appendix L).
- $\,^{ullet}$  ,, The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over ASTM D3951.
- ${}^{\bullet}{}, {}^{}{}, {}^{}{}$  Loose-fill cushioning and dunnage materials are prohibited in all shipments to DOD customers.
- •,,Unitization in accordance with MIL-STD-147, Palletized Unit Loads, is required for all shipments to the DOD activities.

PARCEL POST ADDRESS:

CONTINUATION SHEET

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# SECTION B

SUPPLY/SERVICE: 4820-00-053-4546 CONT'D

SW3218
DLA DISTRIBUTION SAN DIEGO

3581 CUMMINGS ROAD BLDG 3581

SAN DIEGO CA 92136-3581

SAN DIEGO CA 92136-3581

US

SUPPLIERS SHOULD ACCESS DPMS AT HTTPS://VSM.DISTRIBUTION.DLA.MIL, OR CALL 1-800-456-5507 FOR TRANSPORTATION AND SHIPPING ASSISTANCE.

FREIGHT SHIPPING ADDRESS:

SW3218

DLA DISTRIBUTION SAN DIEGO 3581 CUMMINGS ROAD BLDG 3581

SAN DIEGO CA 92136-3581

SAN DIEGO CA 92136-3581

TIS

GOVT USE

			External	External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0051439751	0001	N/A	N/A	N/A	N/A

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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### **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, reparable 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 <a href="http://www.epcqlobalinc.org/standards/">http://www.epcqlobalinc.org/standards/</a>.
- (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 <a href="http://www.acq.osd.mil/log/rfid/tag\_data.htm">http://www.acq.osd.mil/log/rfid/tag\_data.htm</a>. 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 <u>252.232-7003</u>, 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

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(End of clause)		
52.211-9010 SHIPPING LAB	EL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (MAR 2012	) DLAD
52.211-9010 SHIPPING LAB DLAD	EL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011	), ALT I (AUG 2005)
52.211-9013 SHIPPER'S DEC	CLARATION OF DANGEROUS GOODS (NOV 2011) DLAD	
52.211-9033 PACKAGING AI	ND MARKING REQUIREMENTS (APR 2008) DLAD	
52.211-9036 PHYSICAL ITEM	I IDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (APR 200	8) DLAD
52.246-9062 REPACKAGING	TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD	
52.247-9012 REQUIREMENT	S FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 20	07) DLAD
SECTION E - INSPECTION AN	ND ACCEPTANCE	
52.211-9022 SUPERSEDED	PART-NUMBERED ITEMS (NOV 2011) DLAD	
The offeror represents that the	s. Part number changes are acceptable only when the offeror completes the fone P/N requested in the solicitation has been changed from	llowing verification:
	to	
P/N		
and that this is a part number	r change only. The reason for the change is	
***		
52.211-9023 SUBSTITUTION	OF ITEM AFTER AWARD (NOV 2011) DLAD	
52.246-01 CONTRACTOR IN	SPECTION REQUIREMENTS (APR 1984) FAR	
52.246-02 INSPECTION OF S	SUPPLIES FIXED PRICE (AUG 1996) FAR	
252.246-7000 MATERIAL INS	SPECTION AND RECEIVING REPORT (MAR 2008) DFARS	
52.246-9007 INSPECTION A	ND ACCEPTANCE AT DESTINATION (AUG 2007) DLAD	
52.246-9019 MATERIAL AND	DINSPECTION REPORT (APR 2008) DLAD	
SECTION F - DELIVERIES OR	RPERFORMANCE	
52.211-17 DELIVERY OF EX	CESS QUANTITIES (SEP 1989) FAR	
52.242-17 GOVERNMENT DI	ELAY OF WORK (APR 1984) FAR	
52.247-29 F.O.B. ORIGIN (F	FEB 2006) FAR	
52.247-30 F.O.B. ORIGIN, CO	ONTRACTOR'S FACILITY (FEB 2006) FAR	
52.247-65 F.O.B. ORIGIN, PF	REPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) FAR	

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## 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

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

The offeror/contractor shall identify the location of origin below.  [ ] Same as Offeror (the Offeror shall fill in the city and state):	
[ ] Other (the Offeror shall fill-in the city and state):	
City	
State	

### 52.247-9034 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)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7MC-14-M-3665	PAGE 8 OF 10 PAGES					
SECTION I - CONTRACT CLA	AUSES						
252.203-7000 REQUIREMEN	252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS						
252.203-7002 REQUIREMEN	252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS						
252.204-7003 CONTROL OF	2.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS						
252.204-7004 ALTERNATE	A, SYSTEM FOR AWRD MANAGEMENT (MAY 2013) DFARS						
252.204-7012 SAFEGUARDI	NG OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	(NOV 2013) DFARS					
	E GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CON D FOR SUSPENSION (AUG 2013) FAR	ITRACTORS DEBARRED,					
52.211-15 DEFENSE PRIOR	ITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR						
252.211-7005 SUBSTITUTIO	NS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARD	OS (NOV 2005) DFARS					
specified in paragraph (b) of the (d) Absent a determination that	s has been accepted at the facility at which it is proposed for use, but is not is clause, submit documentation of Department of Defense acceptance of an SPI process is not acceptable for this procurement, the Contractor shederal specifications or standards:  seach SPI process)	f the SPI process.					
Facility:							
Military or Federal Specificat	ion or Standard:						
Affected Contract Line Item I	Number, Subline Item Number, Component, or Element:						
***							
52.211-9002 PRIORITY RAT	ING (NOV 2011) DLAD						
52.215-08 ORDER OF PREC	EDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR						
52.222-19 CHILD LABOR - C	COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2013) F	AR					
52.222-21 PROHIBITION OF	SEGREGATED FACILITIES (FEB 1999) FAR						
52.222-26 EQUAL OPPORTU	UNITY (MAR 2007) FAR						
52.222-36 AFFIRMATIVE AC	CTION FOR WORKERS WITH DISABILITIES (OCT 2010) FAR						
52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009) FAR							
52.223-18 ENCOURAGING (	CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVIN	G (AUG 2011) FAR					
52.225-13 RESTRICTIONS C	ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR						
252.225-7001 BUY AMERICA	AN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DF	ARS					
252.225-7002 QUALIFYING	COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS						

**CONTINUED ON NEXT PAGE** 

252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (NOV 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 (OCT 2008) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-01 DISPUTES (JUL 2002) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013) FAR

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

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

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002), ALT III (MAY 2000) DFARS

52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.dla.mil/Acquisition and http://farsite.hill.af.mil/. (End of Clause)

## 52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

# 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

- (a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
  - (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
  - (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (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.

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