

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT/PURCH ORDER/AGREEMENT NO.</b> SPE7MC-15-M-3336	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL</b> (YYYYMMDD) 2015 FEB 09	<b>4. REQUISITION/PURCH REQUEST NO.</b> 0056680445	<b>5. PRIORITY</b> DO-A1
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<b>6. ISSUED BY</b> DLA LAND AND MARITIME MARITIME HARDWARE/ELECTRICAL P O 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	SPE7MC	<b>7. ADMINISTERED BY (If other than 6)</b> DLA LAND AND MARITIME MARITIME HARDWARE/ELECTRICAL P O BOX 3990 COLUMBUS OH 43218-3990 USA Criticality: C PAS: None	CODE	SPE7MC	<b>8. DELIVERY FOB</b> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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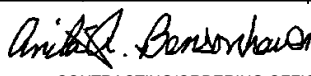
<b>9. CONTRACTOR</b> NAME AND ADDRESS HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA	CODE	81982	FACILITY	<b>10. DELIVER TO FOB POINT BY (Date)</b> (YYYYMMDD) 245 DAYS ADO	<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
				<b>12. DISCOUNT TERMS</b> Net 30 days	
				<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15	

<b>14. SHIP TO</b> SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE	CODE		<b>15. PAYMENT WILL BE MADE BY</b> DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE	SL4701	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>
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<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	<input checked="" type="checkbox"/>	Reference your Offer/Quote dated 2015 JAN 14 furnish the following on terms specified herein.			
<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)
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 \$41620.00

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	5.000			

* 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> Anita Bensonhaver Anita.Bensonhaver@dla.mil BY: PMCMUEA	 CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b> <b>26. DIFFERENCES</b>
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**27a. QUANTITY IN COLUMN 20 HAS BEEN**  
 INSPECTED  RECEIVED  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>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b> a. DATE (YYYYMMDD) b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		<b>31. PAYMENT</b> <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		<b>33. AMOUNT VERIFIED CORRECT FOR</b> <b>34. CHECK NUMBER</b> <b>35. BILL OF LADING NO.</b>	
<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>

This is a First Destination Transportation (FDT) program award. These instructions do not apply to awards for shipment to APO/FPO addresses. If shipment is to an APO/FPO address, normal procedures should be followed. Transportation requirements for FDT awards are located in DLAD clauses 52.247-9059 F.O.B. Origin, Government Arranged Transportation and 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS).

**CONTINUED ON NEXT PAGE**

**SECTION B**

SUPPLIES/SERVICES: 4820-01-013-0409

## ITEM DESCRIPTION:

VALVE, HYDRAULIC, PRIORITY.

COMMERCIAL OFF THE SHELF ITEM. ADEQUATE CATALOG  
DATA IS AVAILABLE AT THE PROCUREMENT AGENCY TO  
EVALUATE ALTERNATE OFFERS.

HYDRO-AIRE, INC. DBA 81982 P/N A62080-3

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	4820-01-013-0409 VALVE, HYDRAULIC , PRI	5.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2015 OCT 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:

SW3211  
DLA DISTRIBUTION DEPOT OKLAHOMA  
3301 F AVE CEN REC BLDG 506 DR 22  
TINKER AFB OK 73145-8000

CONTINUED ON NEXT PAGE

**SECTION B**

SUPPLY/SERVICE: 4820-01-013-0409 CONT'D

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:

SW3211  
DLA DISTRIBUTION DEPOT OKLAHOMA  
3301 F AVE CEN REC BLDG 506 DR 22  
TINKER AFB OK 73145-8000  
US

GOVT USE

ITEM	PR	External		External	External	Customer RDD/ Need Ship Date
		PRLI	PR	PRLI	Material	
0001	0056680445	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 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](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**

**52.246-9062 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**

**52.211-9022 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 \_\_\_\_\_ ,**

**81982**

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

**A-62080-3**

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

**A62080-3**

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

**CORRECT P/N**

\_\_\_\_\_

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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**

**52.246-9007 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**

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

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

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

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7MC-15-M-3336	PAGE 7 OF 10 PAGES
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(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 BURBANK

State CALIFORNIA

**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****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****52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR****52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR****252.211-7003 ITEM IDENTIFICATION AND VALUATION (DEC 2013) DFARS**

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(1) The Contractor shall provide a unique item identifier for the following:

- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number / Item Description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number .

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**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:**

\_\_\_\_\_

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**252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) DFARS****52.211-9002 PRIORITY RATING (NOV 2011) DLAD****52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR****52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR****52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR**

CONTINUED ON NEXT PAGE



- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 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 (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) DFARS
- 252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (NOV 2012), ALT I (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 (JUL 2013) FAR
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (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
- 52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006) FAR
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS
- 52.248-01 VALUE ENGINEERING (OCT 2010) FAR

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(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 : \_\_\_\_\_

CONTINUED ON NEXT PAGE

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

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(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.

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**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)