

THIS CONTRACT SPE4A7-16-C-0329 INCORPORATES ALSO THE TERMS AND CONDITIONS AS STIPULATED IN THE CONTRACTOR'S SOLICITATION RESPONSE TO SPE4A7-16-R-1968 WHICH IS HEREBY INCORPORATED BY REFERENCE.

EARLY SHIPMENT OF ANY OF ALL DELIVERIES IS AUTHORIZED AND ENCOURAGED AT NO ADDITIONAL COST OF THE GOVERNMENT .

DELIVERY

FOB: ORIGIN

INSPECTION: ORIGN/ACCEPTANCE/ORIGIN

Crane Hydro-Aire takes exception to the following clauses which are not applicable or acceptable to this order. Please remove these clauses or add the following statement in your contract since they are self-deleting - "Certain clauses listed in this contract have been determined by the Contracting Officer to not be applicable to this contract and the contractor should consider them to be self-deleting." Those clauses are: 52.223-13.

CLAUSE 52.223-13 IS NOT USED FOR AVIATION

Packaging company Double J Inc. when you place an order with Crane Hydro-Aire Double J Packaging Inc. (9A289).

9834 Glenoaks Blvd,
Sun Valley, CA 91352
(818) 767-7756

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SECTION B

SUPPLIES/SERVICES: 1650-01-286-5223

ITEM DESCRIPTION:

PISTON, HYDRAULIC FLUID TANK
HYDRO-AIRE INC. CAGE 81982
P/N 86616

SAMPLING:

THE SAMPLING METHOD SHALL BE IN ACCORDANCE WITH MIL-STD-1916 OR ASQ H1331, TABLE 1 OR A COMPARABLE ZERO BASED SAMPLING PLAN UNLESS OTHERWISE SPECIFIED BY THE CONTRACT. IF THE APPLICABLE DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES CRITICAL, MAJOR AND/OR MINOR ATTRIBUTES, THEY SHALL BE ASSIGNED VERIFICATION LEVELS OF VII, IV AND II OR AQLS OF 0.1, 1.0 AND 4.0 RESPECTIVELY. UNSPECIFIED ATTRIBUTES SHALL BE CONSIDERED AS MAJOR UNLESS SAMPLING PLANS ARE SPECIFIED IN APPLICABLE DOCUMENTS. FOR MIL-STD-1916, THE MANUFACTURER MAY USE THE ATTRIBUTE OR VARIABLE INSPECTION METHOD AT THEIR OPTION OR PER THE CONTRACT. MIL-STD-105/ASQ Z1.4 MAY BE USED TO SET SAMPLE LOT SIZE, BUT ACCEPTANCE WOULD BE ZERO NON-CONFORMANCES IN THE SAMPLE LOT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.

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

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SUPPLY/SERVICE: 1650-01-286-5223 CONT'D

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

CRITICAL APPLICATION ITEM:

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

SAMPLING:

HYDRO-AIRE, INC. 81982 P/N 86616

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1650-01-286-5223 PISTON, HYDRAULIC FL	153.000			

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2017 FEB 17

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED 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

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SECTION B

SUPPLY/SERVICE: 1650-01-286-5223 CONT'D

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:

SW3210
DLA DISTRIBUTION DEPOT HILL
7537 WARDLEIGH RD
HILL AFB UT 84056-5734
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:

SW3210
DLA DISTRIBUTION DEPOT HILL
7537 WARDLEIGH RD BLDG 849W
HILL AFB UT 84056-5734
US

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	0062283040	0001	N/A	N/A	N/A	N/A

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****SECTION F - DELIVERIES OR PERFORMANCE****52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR**

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

(1) To be completed by the offeror:**(i) Type of container:****Wood Box** [], **Fiber Box** [], **Barrel** [], **Reel** [],**Drum** [],**Other (specify)**
_____;**(ii) Shipping configuration: Knocked-down** [], **Set-up** [],**Nested** [],**Other (specify)**
_____;**(iii) Size of container:**

_____ " (Length), _____ " (Width), _____ " (Height) =

_____ Cubic Ft;

(iv) Number of items per container _____ each;**(v) Gross weight of container and contents** _____ Lbs;**(vi) Palletized/skidded** [] **Yes** [] **No**;**(vii) Number of containers per pallet/skid** _____;**(viii) Weight of empty pallet bottom/skid and sides**
_____ Lbs;**(ix) Size of pallet/skid and contents**
_____**Lbs Cube** _____;**(x) Number of containers or pallets/skids per railcar** _____ ***(A) Size of railcar** _____**(B) Type of railcar** _____**(xi) Number of containers or pallets/skids per trailer** _____ ***(A) Size of trailer** _____ Ft**(B) Type of trailer** _____

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

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

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

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

(End of clause)

SECTION I - CONTRACT CLAUSES

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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, RECISSION, 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

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

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

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) DFARS

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

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

(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:

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR

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52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015) FAR

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

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

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

52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

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

52.242-13 BANKRUPTCY (JUL 1995) FAR

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 certify 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)

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

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