

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 13	
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE4A7-14-M-6696			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2014 MAR 07		4. REQUISITION/PURCH REQUEST NO. 0052282943		5. PRIORITY DO-A1		
6. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Local Admin: MOHAMMAD AKHTAR PARWC21 Tel: 804-279-3568 Fax: 804-279-6055 Email: MOHAMMAD.AKHTAR@DLA.MIL			CODE SPE4A7		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		8. DELIVERY FOB DESTINATION ☒ OTHER (See Schedule if other)	
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) 200 DAYS ADO		11. X IF BUSINESS IS ☐ SMALL ☐ SMALL DISADVANTAGED ☐ 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		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 ☒		Reference your Offer/Quote dated 2014 FEB 05 furnish the following on terms specified herein.							
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 \$20130.00											
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				33.000					
* 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 Ronald Gamble Ronald.Gamble@dla.mil BY: PARFE56				25. TOTAL			
				 CONTRACTING/ORDERING OFFICER				26. DIFFERENCES			
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						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				☐ PARTIAL ☐ FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						☐ COMPLETE ☐ PARTIAL ☐ 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.	

Contact the Transportation Office at the Administration Office specified in Block 7.
Clauses 52.247-9034 DO NOT APPLY TO THIS ORDER.

The vendor is authorized and encouraged to accelerate deliveries to the maximum extent possible at no additional cost to the Government.

EXPORT CONTROL APPLIES
CERTIFICATION NUMBER: 0010659 EXPIRATION DATE: 8/15/2014

Partial shipments are acceptable.
CONFIGURATION CONTROL APPLIES
CRITICAL APPLICATION ITEM
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NOTIFICATION OF REJECTION OF UNILATERAL AWARD  
(MAR 2001)

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform on a unilateral purchase order, you should promptly notify the DLA Aviation contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances.

FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.  
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CONFIGURATION CONTROL (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DLA Aviation will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

<http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm>

- (a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and approved as provided for at (b) below.
- (b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
- (3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.

(4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.

(5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.

(6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.

(7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.
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52.246-9003 Measuring and Test Equipment  
MEASURING AND TEST EQUIPMENT (JAN 2014)

Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with International Organization for Standardization (ISO) 10012:2003 or American National Standards Institute (ANSI)/National Conference of Standards Laboratories (NCSL) Z540.3 (R2013).

|                    |                                                                |                    |
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## SECTION B

SUPPLIES/SERVICES: 1650-01-041-8462  
MFR. CAGE: 81982 P/N: 84010

### ITEM DESCRIPTION:

POPPET, VALVE  
SOLE SOURCED: HYDRO-AIRE INC.  
CAGE: 81982

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. 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

MARK IAW MIL-STD-130N(1), DATED 16 NOV 2012.  
CONFIGURATION CONTROL APPLIES  
SEE CLAUSE 52.246-9G36 (SECTION I).

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**SECTION B**

SUPPLY/SERVICE: 1650-01-041-8462 MFR. CAGE: 81982 P/N: 84010 CONT'D

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ  
Z1.4-2008, DATED JAN 1, 2008. ANY ALTERNATE PLAN MUST BE  
APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO  
DEFECTS IS REQUIRED

2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE  
FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.

HYDRO-AIRE, INC. DBA 81982 P/N 84010

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|-------------------|----------|------|------------|--------|
| 0001     | 1650-01-041-8462  | 33.000   | EA   |            |        |
|          | CAGE/PN: 81982    |          |      |            |        |
|          | 84010             |          |      |            |        |
|          | POPPET, VALVE     |          |      |            |        |

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2014 SEP 23

PLACE of INSPECTION for PACKAGING:

9A289

DOUBLE J PACKAGING CO INC DBA

9834 GLENOAKS BLVD

SUN VALLEY CA 91352-1046

USA

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.
- ,,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

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SECTION B

SUPPLY/SERVICE: 1650-01-041-8462 MFR. CAGE: 81982 P/N: 84010 CONT'D

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).
- ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over ASTM D3951.
- ,,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:

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

SUPPLIERS SHOULD ACCESS DPMS AT [HTTPS://VSM.DISTRIBUTION.DLA.MIL](https://vsm.distribution.dla.mil), OR CALL 1-800-456-5507 FOR TRANSPORTATION AND SHIPPING ASSISTANCE.  
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 | External | External | Customer RDD/<br>Need Ship Date |
|------|------------|------|----------|----------|----------|---------------------------------|
|      |            |      | PR       | PRLI     | Material |                                 |
| 0001 | 0052282943 | 0001 | N/A      | N/A      | N/A      | N/A                             |

\*\*\*\*\*

**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, 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 (MAR 2012) DLAD
- 52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD
- 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD
- 52.211-9095 PALLETIZATION OF SHIPMENTS (SEP 2012) 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** \_\_\_\_\_ ,

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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- 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD
- 52.246-02 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 9001:2000 |        |      |           |
| <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)

- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS
- 52.246-9003 MEASURING AND TEST EQUIPMENT (NOV 2011) DLAD
- 52.246-9004 PRODUCT VERIFICATION TESTING (DEC 2012) 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:**

|                    |                                                                |                    |
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HYDRO-AIRE, INC. DBA

Commercial and Government Entity (CAGE) Code: 81982

Street: 3000 WINONA AVE

City/State/Zip: BURBANK, CA 91504-2540

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 CO INC

Cage Code: 9A289

Street: 9834 GLENOAKS BLVD

City/St/Zip: SUN VALLEY, CA 91352

Applicable to clin(s): ALL

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52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD

SECTION F - DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

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(b) The permissible variation shall be limited to:  
0 Percent increase  
0 Percent decrease  
This increase or decrease shall apply to ALL .

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

52.247-9031 MANUFACTURER'S LOADING PRACTICES (NOV 2011) DLAD

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

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State

**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**

**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**

**52.246-9039 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**

**252.204-7000 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 (MAY 2013) DFARS**

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) 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**

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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.

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(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**

**52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD**

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

**52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012) FAR**

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(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 336413 assigned to contract number .**

**[Contractor to sign and date and insert authorized signer's name and title]:**

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

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

**Title:** \_\_\_\_\_

(End of clause)

**52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2013) 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 (OCT 2010) 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**

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| CONTINUATION SHEET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | REFERENCE NO. OF DOCUMENT BEING CONTINUED:<br>SPE4A7-14-M-6696 | PAGE 12 OF 13 PAGES |
| <p><b>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR</b></p> <p><b>252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DFARS</b></p> <p><b>252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS</b></p> <p><b>252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) DFARS</b></p> <p><b>52.232-01 PAYMENTS (APR 1984) FAR</b></p> <p><b>52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR</b></p> <p><b>52.232-11 EXTRAS (APR 1984) FAR</b></p> <p><b>52.232-25 PROMPT PAYMENT (OCT 2008) FAR</b></p> <p><b>52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2014) FAR</b></p> <p><b>252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS</b></p> <p><b>252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS</b></p> <p><b>52.233-01 DISPUTES (JUL 2002) FAR</b></p> <p><b>52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR</b></p> <p><b>52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR</b></p> <p><b>52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013) FAR</b></p> <p><b>52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR</b></p> <p>*** *</p> <p>(b) Contractor's obligations.</p> <p>(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for ONE YEAR FROM THE LAST DELIVERY UNDER THE CONTRACT. [Contracting Officer shall state s pecific period of time after delivery , or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—</p> <p>*** *</p> <p>(c) Remedies available to the G overnment.</p> <p>(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within ONE YEAR FROM THE LAST DELIVERY UNDER THE CONTRACT. [Contracting Officer shall insert specific period of time; e.g., "45 days of the last deliver y under this contract," or "45 days after discovery of the defect"].</p> <p>*** *</p> <p><b>52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD</b></p> <p><b>52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR</b></p> <p><b>52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR</b></p> <p>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): <a href="http://www.dla.mil/Acquisition">http://www.dla.mil/Acquisition</a> and <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a> .</p> <p>(End of Clause)</p> <p><b>52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR</b></p> <p><b>252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS</b></p> <p>(a) <i>Definition.</i> "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:</p> |                                                                |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CONTINUED ON NEXT PAGE                                         |                     |

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(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)