

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1VU/000000A/P/000P/000X/00YA/0000		PAGE 1 OF 11		
2. CONTRACT NO. SPE4A7-15-D-0263		3. AWARD/EFFECTIVE DATE 2015 APR 10	4. ORDER NUMBER		5. SOLICITATION NUMBER SPE4A7-15-R-1117		6. SOLICITATION ISSUE DATE 2014 NOV 05	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME	
			9. 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	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 336413 <input type="checkbox"/> 8 (A) SIZE STANDARD:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 (Do not Use)		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY DCMA LOS ANGELES 16111 PLUMMER STREET, BUILDING 10, 2 BLDG 10, 2ND FLOOR NORTH HILLS CA 91343-2036 USA Criticality: PAS: None		CODE S0512A	
17a. CONTRACTOR/OFFEROR HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA TELEPHONE NO. 8185262582		CODE 81982	FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		CODE SL4701	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Award sent EDI, Do not duplicate shipment							MAXIMUM CONTRACT VALUE (INCLUDING ALL FOUR OPTION YEARS)
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$844,560.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED <u>0000-00-00</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED 2015 APR 07		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Hydro-Aire Inc's offer on solicitation SPE4A715R1117 is hereby incorporated and made a part of this award by reference.

ADMINISTRATION OFFICE FOR SUPPLIES AND PACKAGING:
DCMA LOS ANGELES
16111 PLUMMER STREET
BUILDING 10, 2ND FLOOR
NORTH HILLS , CA 91343-2036

FIRST DESTINATION TRANSPORTATION (FDT) TAC - S8AF

SECOND DESTINATION TRANSPORTATION (FDT) TAC - 59NA

TRANSPORTATION CHARGES ARE REIMBURSEABLE.

THIS CONTRACT ESTABLISHES AN INDEFINITE QUANTITY CONTRACT (IQC) EFFECTIVE FROM APRIL 10, 2015 TO APRIL 9, 2016 WITH PROVISIONS FOR FOUR ADDITIONAL ONE-YEAR OPTION PERIODS. THE ESTIMATED ANNUAL QUANTITIES ARE ESTIMATES ONLY. THE GOVERNMENT IS ONLY OBLIGATED TO PROCURE THE SPECIFIED GUARANTEED QUANTITY BY THE END OF THE BASE YEAR ORDERING PERIOD. SEE FAR CLAUSES 52.216-18, ORDERING; 52.216-19, ORDERING LIMITATIONS; AND 52.216-22, INDEFINITE QUANTITY.

BASE YEAR

ESTIMATED ANNUAL QUANTITY: 204
GUARANTEED QUANTITY: 51
MINIMUM DELIVERY ORDER QUANTITY: 51
MAXIMUM DELIVERY ORDER QUANTITY: 204

OPTION YEARS (QUANTITIES APPLY TO EACH OPTION YEAR)

ESTIMATED ANNUAL QUANTITY: 204
MINIMUM DELIVERY ORDER QUANTITY: 51
MAXIMUM DELIVERY ORDER QUANTITY: 204

FOB ORIGIN

UNIT PRICES

BASE YEAR
OPTION YEAR 1
OPTION YEAR 2

Production Delivery is 230 days.

CONTINUED ON NEXT PAGE

SUPPLIES/SERVICES: 1650-00-321-6222

ITEM DESCRIPTION:

SELECTOR SET, HYDRAULIC RESERVOIR
HYDRO-AIRE, INC. (81982)
P/N 86014

52.246-11 Higher Level Contract Quality Requirement (Manufacturers)

FAR CLAUSE 52.246-11 APPLIES. A QUALITY MANAGEMENT PROGRAM MEETING THE REQUIREMENTS OF ISO 9001:2008; A PROGRAM COMPARABLE TO ISO 9001:2008 (EXAMPLE SAE AS 9100), THE FOLLOWING TAILORED VERSION OF ISO 9001:2008; OR A PROGRAM COMPARABLE TO THE TAILORED VERSION OF ISO 9001:2008 (EXAMPLE SAE AS 9003) IS REQUIRED. MIL-I-45208 AND MIL-Q-9858 ARE OBSOLETE AND NO LONGER CONSIDERED SUITABLE WHEN HIGHER LEVEL QUALITY IS REQUIRED. IN THE TAILORED VERSION OF THE ISO 9001:2008, ANY REFERENCES WHICH CITE THE ENTIRE INTERNATIONAL STANDARD ARE INTERPRETED AS EXCLUSIONS TO THIS DOCUMENT.
DLA TAILORED HIGHER LEVEL QUALITY CLAUSE FROM ISO 9001:2008

- 4.1 General requirements, [excluding reference to 1.2 and excluding NOTE 3 c)]
- 4.2.1 General, [excluding subparagraph a)]
- 4.2.2 Quality manual, [excluding subparagraph a)]
- 4.2.3 Control of documents
- 4.2.4 Control of records
- 5.1 Management commitment
- 5.3 Quality policy
- 6.2.2 Competence, training and awareness
- 6.4 Work environment
- 7.1 Planning of product realization, [excluding NOTE 2]
- 7.2.1 Determination of requirements related to the product
- 7.2.2 Review of requirements related to the product
- 7.2.3 Customer communication
- 7.3.7 Control of design and development changes
- 7.4.1 Purchasing process
- 7.4.3 Verification of purchased product
- 7.5.1 Control of production and service provision
- 7.5.3 Identification and traceability
- 7.5.4 Customer property
- 7.5.5 Preservation of product
- 7.6 Control of monitoring and measuring equipment
- 8.1 General, [excluding subparagraph b) and subparagraph c)]
- 8.2.2 Internal audit
- 8.2.4 Monitoring and measurement of product
- 8.3 Control of nonconforming product
- 8.5.2 Corrective action
- 8.5.3 Preventive action

MARK IAW MIL-STD-130N(1), DATED 16 NOV 2012.
CONFIGURATION CONTROL APPLIES

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: 1650-00-321-6222 CONT'D

Z1.4-2003 (R2013). 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 86014

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1650-00-321-6222 SELECTOR SET ,HYDRAU	TO BE CITED ON EACH DELIVERY ORDER			

PRICING TERMS: Firm Fixed Price

BASE PERIOD

SUPPLIES/SERVICES: 1650-00-321-6222

	<u>CLIN Price</u>	<u>Delivery (in days)</u>
0001	TO BE CITED ON EACH DELIVERY ORDER	

OPTION 01

SUPPLIES/SERVICES: 1650-00-321-6222

	<u>CLIN Price</u>	<u>Delivery (in days)</u>
0001	TO BE CITED ON EACH DELIVERY ORDER	

OPTION 02

SUPPLIES/SERVICES: 1650-00-321-6222

	<u>CLIN Price</u>	<u>Delivery (in days)</u>
0001	TO BE CITED ON EACH DELIVERY ORDER	

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: TO BE CITED ON EACH DELIVERY ORDER

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: 1650-00-321-6222 CONT'D

PREP FOR DELIVERY:

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.

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	1000029807	0001	N/A	N/A	N/A	N/A

Part 12 Clauses

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 (AUG 2013) FAR252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 2014) 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:

52.211-9095 PALLETIZATION OF SHIPMENTS (SEP 2012) DLAD

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

CONTINUED ON NEXT PAGE

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of ;
- (2) Any order for a combination of items in excess of ; or
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 DAYS AFTER AWARD

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from DATE OF AWARD through 365 DAYS THEREAFTER *[insert dates]*.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60(5) (months) (years).
(End of clause)

52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) FAR

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) FAR

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) DFARS

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) FAR

CONTINUED ON NEXT PAGE

- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) 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
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS
- 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)

- 52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR
- 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) FAR

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

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

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]
(End of clause)

- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR
- 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:
CRANE HYDRO-AIRE

Commercial and Government Entity (CAGE) Code: 81982

Street: 3000 WINCNA AVE

City/State/Zip: BURBANK, CA 91504

Applicable to contract line-item(s) (CLIN(s):
ALL

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging:
 Same as for supplies, or,
 Plant:
 DOUBLE J PACKAGING INC

Cage Code: 9A289

Street: 9834 GLENOOKS BLVD

City/St/Zip: SUN VALLEY, CA 91352

Applicable to clin(s): ALL

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)

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

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD