

## ORDER FOR SUPPLIES OR SERVICES

<b>1. CONTRACT/PURCH ORDER/AGREEMENT NO.</b> SPE4A7-15-D-5360	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL</b> (YYYYMMDD) 2015 JUL 28	<b>4. REQUISITION/PURCH REQUEST NO.</b> 1000038735	<b>5. PRIORITY</b> on each order
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<b>6. ISSUED BY</b> 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	<b>7. ADMINISTERED BY</b> (If other than 6) DCMA LOS ANGELES 16111 PLUMMER STREET, BUILDING 10, 2 BLDG 10, 2ND FLOOR NORTH HILLS CA 91343-2036 USA Criticality: PAS: None	CODE	S0512A	<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	81982	<b>10. DELIVER TO FOB POINT BY</b> (Date) (YYYYMMDD) on each order	<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>	<input type="checkbox"/> DELIVERY/ CALL <input type="checkbox"/> PURCHASE	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your Offer/Quote dated 2015 JUL 24 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.
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NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies: 1

**17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE**  
to be cited on each order

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
					Not to Exceed \$149,999.99

* 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>  BY: _____ 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	<b>31. PAYMENT</b> <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>		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		<b>33. AMOUNT VERIFIED CORRECT FOR</b>	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		<b>34. CHECK NUMBER</b>		
<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY</b> (Print)	<b>39. DATE RECEIVED</b> (YYYYMMDD)	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>

This IDPO is for stock buys only.

NSN 1630000719308

FOB Origin  
Inspection/Acceptance Origin

Delivery: 220 days after receipt of order

"Ship to" addresses will be cited on each delivery order. All deliveries will be within the continental United States.

Maximum Total Contract Value

The Guaranteed Minimum of 12 each is applicable to the base period only. There is no guarantee that the Government will place any orders after the guaranteed minimum or base year of the contract/order.

Quantities shown are applicable to both the base and option years:  
Estimated Annual Demand Quantity: 12 each

Minimum Delivery Order Quantity: 12 each  
Maximum Delivery Order Quantity: 18 each

Price for the base year  
Option Year 1  
Option Year 2  
Option Year 3  
Option Year 4

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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).

First Destination Transportation (FDT) TAC - S8AF  
Second Destination Transportation (SDT) TAC - S9NA

CONTINUED ON NEXT PAGE

**SECTION B**

SUPPLIES/SERVICES: 1630-00-071-9308

## ITEM DESCRIPTION:

PARTS KIT, VALVE OVERHAUL  
HYDRO-AIRE INC. (81982)  
PN: 39-07523

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

Configuration Change Management - Engineering Change Proposal, Requests for Variance (Deviation or Waiver) February 2015

## 1. Requirements

A. The Configuration Change Management section of SAE EIA-649-1 Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for Configuration Control of material purchased under this contract.

B. Furnished item(s) shall conform to the approved configuration requirements/revision specified, unless a Pre-Production Request for Variance (deviation) or a Post-Production Request for Variance (waiver), is processed and approved as provided by Paragraph 3. in this Standard Text Object (STO). Hereafter, the term #Request for Variance (RFV)# will also include Requests for Deviations and Waivers.

2. The definitions from EIA-649-1 apply to items being procured under this solicitation/contract, with the following clarification of Deviation & Waiver:

A. Pre-Production RFV (previously known as deviation) requests permission to produce a product that does not conform to contract requirements/documentation for a limited amount of time and for specified effectivity. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.)

B. Post-Production RFV (previously known as waiver) requests approval of product found during manufacture, or after having been submitted for Government inspection or acceptance, that departs from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method.

## 3. Contractor responsibilities.

A. An Engineering Change Proposal (ECP) is used to make permanent changes in the Government technical data package (TDP). Pending approval of an ECP, contractual relief should be requested in writing by the Contractor using a RFV.

B. Refer to FAR Part 48 Value Engineering for cost saving improvements to the Technical Data Package (TDP).

C. All ECPs submitted by the Contractor will be deemed routine. If the Contractor considers an ECP as an emergency or urgent; they shall include in their ECP submittal an explanation and all applicable supporting documentation. All ECPs will be reviewed for a determination on criticality, and, if concurred to be an emergency, the appropriate processing time-frame negotiated with the ESAs will be followed and the

CONTINUED ON NEXT PAGE

**SECTION B**

SUPPLY/SERVICE: 1630-00-071-9308 CONT'D

Contractor will be notified of anticipated response time.

D. For ECPs, Specification Change Notices (SCNs) or RFV, the Contractor must submit the applicable documentation listed in sub-paragraphs D.(1) through D.(4) to the Administrative Contracting Officer (ACO), with an information copy to the Procuring Contracting Officer (PCO). Failure to submit a complete legible package may result in return of the ECP/RFV without processing.

(1) Documentation listed in Paragraph 3.3.1 (for ECPs), 3.3.2 (RFV), 3.3.3 (for SCNs) or 3.3.4 (for Notices of Revision (NORs)) of the latest revision of EIA-649-1.

(2) DD Form 1692 (current revision) for ECP.

(3) DD Form 1694 (current revision) for RFV.

(4) DD Form 1695 (current revision) for NOR.

4. DLA#s responsibilities:

A. Upon receipt of the ECP or RFV, the PCO will ensure that the applicable product specialist receives the copy from DCMA.

B. Within five (5) working days from the date of receipt of the Contractor's ECP or RFV from DCMA, the PS must submit the requests and any supporting documentation via a 339 to the appropriate Engineering Support Activity (ESA), when applicable.

C. Routine ECPs will be processed within 90 days from receipt by the ESA. RFVs will be evaluated and processed within 30 days from receipt by the ESA or as negotiated with the ESA.

(1) The contractor will be notified in writing of approval by the return of an approved copy of the ECP or RFV. Approval will be reflected by signature of the contracting activity or a review activity specifically identified in the contract.

(2) The contractor will be notified in writing of disapproval including reason(s) for disapproval.

5. For an approved RFV or an approved ECP, when the request affects the Contract, a modification will be issued to the contract incorporating the applicable requirement changes. Only a Contracting Officer is authorized to issue a modification incorporating the approved RFV and/or ECP.

6. Questions regarding the status of previously submitted ECP or RFV should be directed to the PCO.

7. The submission of an ECP or RFV by the Contractor does not affect the required delivery date of the contract. If a delivery date change is needed, it must be negotiated with the Contracting Officer and documented via modification to the contract.

8. The period of time for evaluation and approval/disapproval of an ECP and/or a RFV, as specified in Paragraph 4. C., shall not constitute excusable delay in the performance of this Contract by the Contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the Contract. (End)

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**SECTION B**

SUPPLY/SERVICE: 1630-00-071-9308 CONT'D

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

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

CRITICAL APPLICATION ITEM

CONTINUED ON NEXT PAGE

**SECTION B**

SUPPLY/SERVICE: 1630-00-071-9308 CONT'D

HYDRO-AIRE, INC. DBA 81982 P/N 39-07523

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1630-00-071-9308 PARTS KIT, VALVE OVE	1.000			

PRICING TERMS: Firm Fixed Price

**BASE PERIOD**

SUPPLIES/SERVICES: 1630-00-071-9308

	CLIN Price	Delivery
0001		(in days)

OPTION 01

SUPPLIES/SERVICES: 1630-00-071-9308

	CLIN Price	Delivery
0001		(in days)

OPTION 02

SUPPLIES/SERVICES: 1630-00-071-9308

	CLIN Price	Delivery
0001		(in days)

OPTION 03

SUPPLIES/SERVICES: 1630-00-071-9308

	CLIN Price	Delivery
0001		(in days)

OPTION 04

SUPPLIES/SERVICES: 1630-00-071-9308

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**SECTION B**

SUPPLY/SERVICE: 1630-00-071-9308 CONT'D

<u>CLIN</u>	<u>Price</u>	<u>Delivery</u>
		<u>(in days)</u>
0001		

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE:

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 IN ACCORDANCE WITH HAZARDOUS MATERIALS PACKAGING REQUIREMENTS.

PACKAGING: PACKAGING FOR HAZARDOUS MATERIALS SHALL COMPLY WITH APPLICABLE REGULATIONS, I.E., TITLE 49 CODE OF FEDERAL REGULATIONS, INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTRUCTIONS (EXCLUDING PARAGRAPH 1.4 OF CHAPTERS 1 AND 3), AND INTERNATIONAL MARITIME DANGEROUS GOODS CODE (IMDG). BOTH ICAO AND IMDG COMPLY WITH UNITED NATIONS (UN) RECOMMENDATIONS ON TRANSPORT OF DANGEROUS GOODS. WHEN A); CONTRACT/ORDER FOR HAZARDOUS MATERIALS REQUIRES SHIPMENT THROUGH A MILITARY AERIAL PORT FOR TRANSPORT VIA MILITARY AIRCRAFT, PACKAGING SHALL COMPLY WITH DLAI 4145.3, PREPARING HAZARDOUS MATERIALS FOR MILITARY AIR SHIPMENT.

LABELING AND MARKING: ALL INTERIOR AND EXTERIOR CONTAINERS SHALL BE LABELED AND MARKED AS SPECIFIED IN THE REFERENCED PRODUCT SPECIFICATION, AND/OR AS SPECIFIED IN SECTION D OF THE CONTRACT OR ORDER. IN ADDITION, ALL LABELING AND MARKING SHALL COMPLY WITH THE REQUIREMENTS OF MIL-STD-129, 49 CFR, 29 CFR, AND, AS APPLICABLE, ICAO TECHNICAL INSTRUCTIONS, IMDG ANNEX 1, AND/OR DLAI 4145.3.

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**SECTION B**

SUPPLY/SERVICE: 1630-00-071-9308 CONT'D

CERTIFICATION: ALL PACKAGING PERFORMANCE TEST REQUIREMENTS SHALL BE SUPPORTED BY CERTIFICATES AND REPORTS ATTESTING TO DATE OF TESTING AND DATA RESULTS OBTAINED FROM TESTING. THE CONTRACTOR'S SIGNED CERTIFICATION THAT PACKAGE CONFIGURATION MEETS 49 CFR, AND, AS APPLICABLE, ICAO, IMDG AND/OR DLAI 4145.3 REQUIREMENTS, SHALL BE INCLUDED ON THE DD FORM 250 (MATERIAL INSPECTION AND RECEIVING REPORT), OR ANY SUITABLE ALTERNATE COMMERCIAL PACKING LIST. ALL CERTIFICATES/REPORTS SHALL BE AVAILABLE FOR INSPECTION BY AUTHORIZED U. S. GOVERNMENT REPRESENTATIVES FOR A PERIOD OF NOT LESS THAN 3 YEARS FROM THE DATE OF SHIPMENT.

IF THE MATERIAL IS NOT CONSIDERED HAZARDOUS, IN ACCORDANCE WITH FED-STD-313, THE MATERIAL SHALL BE COMMERCIALY PACKAGED IN ACCORDANCE WITH "ASTM D3951."

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		External External		Customer RDD/ Need Ship Date
			PR		PRLI	Material	
0001	1000038735	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**

**52.211-9033 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**

**52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR**

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) 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)

**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS**

**52.246-9004 PRODUCT VERIFICATION TESTING (MAR 2014) 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:**

HYDRO-AIRE, INC.

\_\_\_\_\_

**Commercial and Government Entity (CAGE) Code: 81982**

**Street: 3000 WINONA AVE**

**City/State/Zip: BURBANK, CA, 91504**

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

**(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 CLINS**

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#### **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:

00 Percent increase

00 Percent decrease

This increase or decrease shall apply to the total contract quantity .

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**52.211-9020 TIME OF DELIVERY - ACCELERATED (JUN 2008) DLAD**

**52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

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

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

**52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) 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):

(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).

**CONTINUED ON NEXT PAGE**

- (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)

**52.247-9034 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**

**252.204-7000 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 (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**

\*\*\*\*

- (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

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(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**

\*\*\*\*  
 (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:**

- \*\*\*\*
- 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) DFARS**
  - 52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD**
  - 52.213-9012 INDEFINITE DELIVERY PURCHASE ORDER (IDPO) - BILATERAL (APR 2014) DLAD**

\*\*\*\*  
 (a) The contractor agrees that it will accept additional orders under the same terms and conditions specified in the order. This agreement becomes binding upon delivery of the initial order, which is the minimum quantity for this IDPO. The initial delivery order represents the minimum quantity for this IDPO, and the Government is under no obligation to place additional orders under this contract. The Government may place additional orders for a period of 5 year(s) from the date of the basic order. All additional orders will reference the initial order. The aggregate value of all orders shall not exceed the simplified acquisition threshold. Therefore, the maximum value under the IDPO is \$150,000, or \$6,500,000 for acquisitions conducted under Federal Acquisition Regulation (FAR) Subpart 13.5.  
 (b) Evaluation of Quotes. If quotes include variable pricing based upon conditions such as quantity ranges, transportation zones, and/or option years, quotes will be evaluated by establishing an average unit price. The average unit price will be established for awards under \$150,000, by adding all unit prices together, then dividing the sum by the number of unit prices. For acquisitions conducted under FAR Subpart 13.5 that exceed \$150,000, quotes will be evaluated in accordance with

- \*\*\*\*
- 52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR**
  - 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 12, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.  
 (b) Maximum order. The Contractor is not obligated to honor—  
 (1) Any order for a single item in excess of 18 ;  
 (2) Any order for a combination of items in excess of ; or  
 (3) A series of orders from the same ordering office within 30 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 10 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 220 days after contract expiration

(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]*.

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**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 30 days *[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 months (months) (years).

(End of clause)

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

**52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (MAY 2014) FAR**

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

**52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR**

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR**

**52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR**

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR**

**252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) DFARS**

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS**

**252.225-7013 DUTY-FREE ENTRY (NOV 2014) DFARS**

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**52.232-01 PAYMENTS (APR 1984) FAR****52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR****52.232-11 EXTRAS (APR 1984) FAR****52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR****52.232-25 PROMPT PAYMENT (JUL 2013) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****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****52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR****252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS****52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015) FAR****52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \_\_\_\_\_.

This may be confirmed by contacting \_\_\_\_\_ [Name and address of the contract administration office listed in the contract].

(End of clause)

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

Instant Contract Rate : \_\_\_\_\_

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

\*\*\*\*

(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**

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**52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (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****252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS**