

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT/PURCH ORDER/AGREEMENT NO.</b> SPE4A7-15-M-1500	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL</b> (YYYYMMDD) 2015 JAN 12	<b>4. REQUISITION/PURCH REQUEST NO.</b> 0053203841	<b>5. PRIORITY</b> DX-C9
--	-----------------------------------	---	---	-----------------------------

<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 (If other than 6)</b> DCMA LOS ANGELES 16111 PLUMMER STREET,BUILDING 10, 2 BLDG 10, 2ND FLOOR NORTH HILLS CA 91343-2036 USA Criticality: A PAS: None	CODE	S0512A	<b>8. DELIVERY FOB</b> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
--	------	--------	--	------	--------	--

<b>9. CONTRACTOR</b>  NAME AND ADDRESS HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA	CODE	81982	FACILITY	<b>10. DELIVER TO FOB POINT BY (Date)</b> (YYYYMMDD) SEE SCHEDULE	<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 (Do not Use)	
				<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>
---	------	--	--	------	--------	--

<b>16. TYPE OF ORDER</b>	DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE	<input checked="" type="checkbox"/>	Reference your Offer/Quote dated 2014 OCT 28 furnish the following on terms specified herein.			
<b>ACCEPTANCE.</b> THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)
If this box is marked, supplier must sign Acceptance and return the following number of copies:						

**17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE**  
See Schedule

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	16.000			

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	<b>24. UNITED STATES OF AMERICA</b> FRANCES WILHELM FRANCES.WILHELM@DLA.MIL BY: PARDACW	<i>Frances M. Wilhelm</i> CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b>	<b>26. DIFFERENCES</b>
--	--	---	------------------	------------------------

**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>33. AMOUNT VERIFIED CORRECT FOR</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>34. CHECK NUMBER</b>	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		<b>35. BILL OF LADING NO.</b>		
<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>

Solicitation is hereby incorporated by reference and made a part of the resultant contract.

GOVERNMENT FIRST ARTICLE TEST REQUIRED:

FIRST ARTICLE/PREPRODUCTION APPROVAL REQUIRED.

CLIN 0002: FOB: DESTINATION INSPECTION: ORIGIN ACCEPTANCE: DESTINATION

REFER TO THE FAT CLAUSE 52.209-04 OR 52.209-03 IN THIS ORDER/CONTRACT FOR THE TEST FACILITY TO WHICH THE TEST SAMPLES SHOULD BE SHIPPED.

REQUESTED DELIVERY SCHEDULE

FAT DUE IN 120 DAYS

FAT AND EVALUATION TIME: 35 DAYS

PRODUCTION: 300 DAYS (AFA APPROVAL)

SHIPPING: 10 DAYS

TOTAL DELIVERY TIME: 445DAYS

THE MATERIALS AND TEXTILES LAB

ATTN: TESTING MONITOR

809MXSS/MXDEB (DODAAC:FB2029)

BLDG 849

DEAR JOHN BAY

HILL AFB, UT 84056-5713

MARK FOR: FIRST ARTICLE INSPECTION AND TEST

DO NOT POST

THE SUPPLIER SHALL NOTIFY IN WRITING BOTH THE TESTING LAB AND THE CONTRACT ADMINISTRATOR WHEN TESTING REPORTS AND/OR SHIPMENTS ARE SUBMITTED IAW CONTRACT REQUIREMENTS TO INCLUDE APPLICABLE TRACKING INFORMATION.

DLA AVIATION CONTRACTING OFFICER GRANTS PERMISSION FOR THE ENGINEERING SUPPORT ACTIVITY TO CONDUCT CLARIFICATIONS DIRECTLY WITH THE SUPPLIERS. HOWEVER, ANY CLARIFICATIONS THAT RESULT IN NECESSARY CHANGES TO CONTRACT LANGUAGE, TECHNICAL SPECIFICATIONS, ETC. SHALL BE ADDRESSED WITH THE POST AWARD CONTRACTING OFFICER.

"DLA Aviation Contracting Officer grants permission for the Engineering Support Activity to conduct clarifications directly with the suppliers. However, any clarifications that result in necessary changes to contract language, technical specifications, etc. shall be addressed with the Post Award Contracting Officer."

FDPS-1 Source, Cage-81982

FDT- This is a First Destination Transportation (FDT) program award. These instructions do not apply to awards for shipment to APO/FPO addresses. If shipment is to an APO/FPO address, normal procedures should be followed.

Transportation requirements for FDT awards are located in DLAD clauses 52.247-9059 F.o.b. Origin, Government Arranged Transportation and 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS).

These instructions do not apply if this award has an APO/FPO ship-to address.

The DLA Aviation FY12 Transportation Account Codes (TACs) for FOB Origin Vendor Shipments Administered by DCMA are to be placed on the contract/purchase order, Bill of Lading (BOL), or Air Way Bill (AWB) as follows:

First Destination Transportation (FTD) TAC - S8AF

Second Destination Transportation (SDT) TAC - S9NA

FOB: ORIGIN

I/A: ORIGIN

CONTINUED ON NEXT PAGE

EXPORT CONTROL CERTIFICATION NUMBER: 0010659 Expiration Date: 8/15/2019

FOB: ORIGIN

I/A: ORIGIN

First Destination Transportation (FDT) TAC - S8AF

Second Destination Transportation (SDT) TAC - S9NA

THIS IS A CRITICAL APPLICATION ITEM.  
CONFIGURATION CONTROL APPLIES.

52.211-9G73 PACKAGING AND MARKING AND REQUIREMENTS (MAR 2004)

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

- Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.
- OCONUS shipments
- FMS shipments
- Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System.

(d) All items shall be marked in accordance with MIL-STD-129P. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129P and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically

CONTINUED ON NEXT PAGE

unacceptable.

~~~~~  
52.246-9G36 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.

~~~~~  
252.204-7008 Requirements for Contracts Involving Export-Controlled Items.  
As prescribed in 204.7304(a), use the following clause:

\_\_\_\_\_  
REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS (APR 2010)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology", terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to-

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act of 1976 (22 U.S.C. 2751, et seq.); 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;

(f) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts. items.

13-1A-9G            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

**SECTION B**

SUPPLIES/SERVICES: 1630-01-221-8284

## ITEM DESCRIPTION:

COIL AND BOBBIN ASSEMBLY  
HYDRO-AIRE INC,CAGE:81982  
P/N:040-829-3022-01

THE FOLLOWING EXCEPTIONS TO DWG:040-829-3022APPLY:  
DWG:040-829-3022 (-01),NOTES:4-6 (NOTE:NO NOTES 1-3)

4. THE FOLLOWING SPECIFICATIONS/STANDARDS, ETC., WILL BE USED IN LIEUOF  
THE DATA INDICATED. THE  
SUPERSEDED DATA WILL NOT BE FURNISHED UNLESS SO INDICATED.

## 5. MATERIAL REVIEW BOARD DISPOSITION:

A.OO-ALC LANDING GEAR ENGINEERING RETAINS ALL RIGHTS TO REVIEW AND  
ACCEPT MATERIAL  
REVIEW BOARD (MRB#S) DISPOSITIONS PRIOR TO SHIPMENT OF DISCREPANT ITEM.  
ALL DEVIATIONS,  
MINOR AND MAJOR, FROM THE ENGINEERING DRAWING PACKAGE SHALL BE SUBMITTED  
FORMRB  
DISPOSITION.

B. PRIOR TO CONTRACT AWARD, THE CONTRACTOR SHALL CERTIFY TO THE  
GOVERNMENT IN WRITING  
FULL COMPLIANCE WITH MANUALS, SPECIFICATIONS, AND STANDARDS CALLED OUT  
AND REQUIRED  
FOR THE MANUFACTURE OF THIS CONTRACTED LANDING GEARCOMPONENT/ASSEMBLY.  
CONTRACTOR  
IS RESPONSIBLE TO COMPLETELY SEARCH THESE MANUALS, SPECIFICATIONS, AND  
STANDARDS AND  
FULLY UNDERSTAND THE REQUIREMENTS NECESSARY TO MANUFACTURE LANDING GEAR  
COMPONENTS. ANY QUESTIONS CAN BE FORWARDED TO OO-ALC LANDINGGEAR  
ENGINEERING.

6. MARKING AND UNIQUE IDENTIFICATION (UID) TO MEET DRAWING REQUIREMENTS  
PER MIL-STD-130.

IF A UID IS NOT REQUIRED, MARKING AND IDENTIFICATION SHALL BE PER  
MIL-STD-130.

## IDENTIFY TO:

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

## 52.246-11 Higher Level Contract Quality Requirement (Manufacturers)

FAR CLAUSE 52.246-11 APPLIES. AQUALITY 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 AS9003) 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 INTERPRETEDAS  
EXCLUSIONS TO THIS DOCUMENT.

**CONTINUED ON NEXT PAGE**

**SECTION B**

SUPPLY/SERVICE: 1630-01-221-8284 CONT'D

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

.

.

NO COMPLETE DATA PKG/BIDSET CURRENTLY EXISTS (DATA IS PROPRIETARY).

.

SAMPLING:

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAWANSI/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.

CRITICAL APPLICATION ITEM

HYDRO-AIRE, INC. DBA 81982 P/N 040-829-3022-01

**CONTINUED ON NEXT PAGE**

**SECTION B**

SUPPLY/SERVICE: 1630-01-221-8284 CONT'D

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1630-01-221-8284 COIL AND BOBBIN ASS	15.000	EA		

PRICING TERMS: Firm Fixed Price

Accounting and Appropriation: BX: 97X4930 5CBX 001 2620 S33189 USD 66135.00

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2015 OCT 14

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.

CERTIFICATION: ALL PACKAGING PERFORMANCE TEST

CONTINUED ON NEXT PAGE



**SECTION B**

SUPPLY/SERVICE: 1630-01-221-8284 CONT'D

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 Clause take precedence over ASTM D3951.
- , In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- , The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

**PARCEL POST ADDRESS:**

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

FOR TRANSPORTATION ASSISTANCE SEE DLAD 52.247-9034. FOR FIRST DESTINATION TRANSPORTATION (FDT) AWARDS SEE DLAD 52.247-9059 AND CONTRACT INSTRUCTIONS INSTEAD.

**FREIGHT SHIPPING ADDRESS:**

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

**CONTINUED ON NEXT PAGE**

**SECTION B**

SUPPLY/SERVICE: 1630-01-221-8284 CONT'D

Government First Article Test

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	0001 - S00000052	1.000	EA	\$ 0.00000	\$ 0.00

PRICING TERMS: Firm Fixed Price

Accounting and Appropriation: AA: 97X4930 5CBX 1011600 001 2570 S33189 USD 0.00

FOB: DELIVERY DATE: 2015 MAY 12

GOVT USE

ITEM	PR	External		External	External	Customer RDD/
		PRLI	PR	PRLI	Material	Need Ship Date
0001	0053203841	0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A	9906	N/A

\*\*\*\*\*

**SECTION D - PACKAGING AND MARKING**

**252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS**

\*\*\*\*

(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**

\_\_\_\_\_

\*\*\*\*

- 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 (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 checked="" 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 (JAN 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:**

\_\_\_\_\_

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

Street:

City/State/Zip:

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

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

Packaging:

[ ] Same as for supplies, or,

Plant:

Cage Code: 81982

Street:

City/St/Zip:

Applicable to clin(s):

\*\*\*\*

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

**SECTION F - DELIVERIES OR PERFORMANCE**

**52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

\*\*\*\*

(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**

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

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

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

**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).

(1) Ship all NMCS, 777, and 999, regardless of TP or distance by commercial small parcel carrier.

**CONTINUED ON NEXT PAGE**

(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)

**52.247-9059 F.O.B. Origin, Government Arranged Transportation (OCT 2013) DLAD**

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD**

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

**SECTION I - CONTRACT CLAUSES**

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS**

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS**

**52.204-02 SECURITY REQUIREMENTS (AUG 1996) FAR**

**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**

**52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) FAR**

(a) The Contractor shall deliver 1 unit(s) of Lot/Item within calendar days from the date of this contract to the Government at see page 2

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

**CONTINUED ON NEXT PAGE**

(b) Within calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*\*

**52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR**

**52.209-9015 WAIVER - FIRST ARTICLE TEST - SIMPLIFIED ACQUISITIONS (NOV 2011) DLAD**

\*\*\*\*

Cage-81982 Hydro-Aire, Inc. DBA

[Contracting Officer shall insert name(s) and CAGE Code(s) of sources currently approved for waiver].

\*\*\*\*

**52.209-9018 FIRST ARTICLE – GOVERNMENT TEST – ADDITIONAL REQUIREMENTS (JUL 2014) DLAD**

(a) For the lots/items identified in this contract as requiring Government first article test (FAT) in accordance with the clause at Federal Acquisition Regulation (FAR) 52.209-4, the Contractor shall—

(1) Conform with technical requirements stated and/or referenced in the solicitation; including number of units to be produced, data required, performance or other characteristics that the first articles shall meet, sequence of processes, tests to which the first articles shall be subjected, and conformance criteria for each requirement specified.

(2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article units when first article testing will be conducted at the Contractor's plant. The Government reserves the right to charge the Contractor for any additional costs of examination and evaluation caused by failure of the Contractor to make available the first article units or the required facilities, equipment or personnel, at the times specified in the above mentioned notice to the Contracting Officer.

(3)(i) At least fourteen (14) calendar days, or as otherwise specified in the contract, prior to the date when the Contractor will present the first articles to the quality assurance representative (QAR) for inspection to determine compliance with specification requirements, provide written notice to:

(A) The Contracting Officer;

(B) The QAR; and

(C) The following:

(1) For awards issued by DLA Land and Maritime:

DLA Land and Maritime

FAT Monitor, BPI

Post office (P. O.) box 3990

Columbus, Ohio 43218-3990;

(2) For awards issued by DLA Troop Support:

(i) DLA Troop Support

Attention: First Article Testing Monitor

Building 3

700 Robbins Avenue

Philadelphia, Pennsylvania 19111; or

(ii) For acquisitions of Clothing and Textile (C&T) items; Medical and Subsistence items; and Meal, Ready-To-Eat (MRE) and Tray Pack Items, the Contracting Officer, who acts as FAT/Testing Monitor;

(3) For awards issued by DLA Aviation:

DLA Aviation

ATTN: VGA, Product Assurance Office

8000 Jefferson Davis Highway

Richmond, Virginia 23297-5516

(4) For awards issued by Naval Surface Warfare Center, Carderock Division:

Commanding Officer

Naval Surface Warfare Center

Code 954, Building 77L

Philadelphia Business Center, Carderock Division

Philadelphia, Pennsylvania 19112-5083

Telephone: (215) 897-1146

(5) For awards issued by Naval Sea Systems Command, Washington Navy Yard:

Commander

Naval Sea Systems Command

**CONTINUED ON NEXT PAGE**

Sea 05M3, 1333 ISAAC Hull Avenue, SE Stop 5160  
Washington Navy Yard, District of Columbia (DC) 20376-5160  
Telephone: (202) 781-3729

(ii) When first article units are presented to the QAR, provide the Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units.

(iii) Prior to shipping the first article units to the Government testing facility specified in paragraph (a) of the clause FAR 52.209-4 (or resubmitting any first article units after conditional approval or disapproval by the Government testing facility), obtain a statement from the QAR that the first article units have been inspected and determined to comply with the specification requirements.

(4) Prepare shipping containers for first article units in accordance with the following:

(i) Exterior marking and shipping documentation.

(A) Mark packages containing first article units in bold letters, below and to the left of the address, as follows: "First Article Exhibits: Contract Number [Contractor insert] and Lot/Item Number [Contractor insert];" and

(B) Use a hard copy of the Department of Defense (DD) Form 250 as a packing list on the exterior of the shipping container, in accordance with military standard (MIL-STD) 129, paragraph 5.3, Exterior Container Documentation.

(ii) Interior documentation requirements. Include the following with all shipments of first article units:

(A) Hard copies of the Statement of Inspection and DD Form 250, signed by the QAR;

(B) Copy of the contract, or those portions of the contract that pertain to the Government First Article Test (FAT) requirements;

(C) Copies of test reports, showing actual results;

(D) Material certifications;

(E) Process operations sheets;

(F) Copies of drawings used to manufacture the first article units. (Contractor may mark documents, as appropriate, to restrict from public disclosure and/or from Government use other than for evaluation);

(G) Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units;

(H) Documents required under a contract deliverables requirements list, if applicable; and

(I) Any other documentation required by the contract;

(5)(i) Send all first article units by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express, etc.).

(ii) At the time first article units are shipped, provide copies of the signed DD Form 250, the QAR Statement of Inspection, and transportation tracking information to the—

(A) Contracting Officer; and

(B) Points of contact identified at paragraph (a)(3)(i)(C) of this clause.

(6) Submit first articles to the Government testing facility identified in paragraph (a) of the clause at FAR 52.209-4, within the number of calendar days from date of contract as specified in paragraph (a) of the clause at FAR 52.209-4; and

(7) Pay all costs incurred for transportation of first article units under this contract; and, if applicable -

(i) Costs of manufacturing and re-testing additional first articles; and

(ii) Administrative costs for re-procurement by the Government.

(b) The Contractor shall enter an offered price in the contract line-item (CLIN) for "Government First Article Test (FAT)" that includes all costs associated with the production and testing of the first articles. Offers that do not cite a separate price for the "Government First Article Test (FAT)" CLIN, or do not specify there is a separate charge for the "Government First Article Test (FAT)", shall be evaluated under the presumption that there is no separate charge for producing and testing the first article units.

(c) Upon completion of the first article testing, the Government test facility will submit its report of testing in duplicate) to the Contracting Officer and to the points of contact identified at paragraph (a)(3)(i)(C) of this clause.

(d) If first article units are conditionally approved or disapproved, the Government shall take action in accordance with the clause at FAR 52.209-4.

(1) Final disposition of conditionally approved or disapproved first article units is determined at the discretion of the Government.

(2)(A) Disapproved first article units may be returned to the Contractor at the Government's discretion, if the Contractor submitted the following information to the Contracting Officer and to the points of contact identified at paragraph (a)(3)(i)(C) of this clause within fifteen (15) calendar days after receiving notification of disapproval of the first article unit:

(1) Contractor's complete "Ship To" address; DEFENSE LOGISTICS ACQUISITION DIRECTIVE

(2) Name of Contractor's point of contact (POC)/addressee;

(3) Phone number of Contractor's POC; and

(4) Transportation cost codes (e.g., Contractor's FED-EX, DHL, UPS shipping account numbers, etc.).

(B) In the event the Contractor fails to provide the information required above, the Agency may, at its discretion, dispose of the material.  
(End of Clause)

#### **52.209-9019 REQUESTS FOR WAIVER OF FIRST ARTICLE TESTING REQUIREMENTS (SEP 2008) DLAD**

(a) The Government reserves the right to waive the first article testing requirement when all the following criteria are met [Offeror shall insert information in space provided below, attach documentation to offer, or provide under separate cover to Contracting Officer.]

(1)(i) Source has manufactured the product within the last five (5) years; or

(ii) Identical or similar supplies were previously furnished by the Offeror within the past three (3) years and approved by the Government:

**CONTINUED ON NEXT PAGE**



(A) Contract Number(s): \_\_\_\_\_  
 Date(s): \_\_\_\_\_  
 Issuing Government Agency(ies): \_\_\_\_\_

\*\*\*\*  
 ALTERNATIVE PRICES OFFERED IF FIRST ARTICLE TESTING REQUIREMENT IS WAIVED:  
 ITEM NUMBER: \_\_\_\_\_  
 PRICE: \_\_\_\_\_

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

- \*\*\*\*
- 52.211-9002 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**
  - 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR**
  - 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR**
  - 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR**
  - 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR**
  - 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009) FAR**
  - 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009), ALT I (AUG 2007) FAR**

\*\*\*\*  
 (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title:	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

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

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

**252.225-7013 DUTY-FREE ENTRY (OCT 2013) DFARS**

**52.232-01 PAYMENTS (APR 1984) FAR**

**52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR**

**52.232-11 EXTRAS (APR 1984) FAR**

**52.232-25 PROMPT PAYMENT (JUL 2013) FAR**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS**

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

**52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD**

**52.233-01 DISPUTES (MAY 2014) FAR**

**52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR**

**52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR**

**52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014) FAR**

**52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR**

\*\*\* \*

(b) Contractor's obligations.

(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 [Contracting Officer shall state specific 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]—

\*\*\* \*

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

\*\*\* \*

**52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD**

**52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) DLAD**

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

**52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR**

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/>.

(End of Clause)

**52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

CONTINUED ON NEXT PAGE

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)