

<b>AWARD/CONTRACT</b> J	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-A1	PAGE 1	OF 13	PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO. SPE4A7-16-C-0089	3. EFFECTIVE DATE SEE BLOCK 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0057524433
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5. 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	CODE	SPE4A7	6. ADMINISTERED BY (If other than Item 5) DCMA LOS ANGELES 16111 PLUMMER STREET,BUILDING 10, 2 BLDG 10, 2ND FLOOR NORTH HILLS CA 91343-2036 USA Criticality: C PAS: None	CODE	S0512A
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT  Net 30 days
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN  ITEM 12

CODE 81982	FACILITY CODE	12. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA
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11. SHIP TO/MARK FOR  SEE SCHEDULE, DO NOT SHIP TO ADDRESS ON THIS PAGE	CODE	14. ACCOUNTING AND APPROPRIATION DATA  BX: 97X4930 5CBX 001 2620 S33189 \$694326.00
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Award sent EDI, Do not duplicate shipment	291.000			
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SPE4A716R1160, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or Print)	20A. NAME OF CONTRACTING OFFICER Noraida Maldonado-Otero Noraida.Maldonado-Otero@dla.mil PARFE13
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)	20C. DATE SIGNED 2015 DEC 04

FOB ORIGIN  
INSPECTION ACCEPTANCE: ORIGIN

FOR AWARDS CITING INSPECTION AND ACCEPTANCE AT ORIGIN, THE AWARDEE SHALL NOTIFY THE OFFICE CITED IN BLOCK 7 OF THE DD1155 WHEN THE ITEMS ARE READY FOR INSPECTION.

VENDOR IS AUTHORIZED TO MAKE EARL/PARTIAL DELIVERIES ON THIS REQUIREMENT AT NO ADDITIONAL COST TO THE GOVERNMENT.

**SECTION B**

SUPPLIES/SERVICES: 1630-01-171-0803  
MFR. CAGE: 81982 P/N: 37-335

## ITEM DESCRIPTION:

SERVO VALVE ASSEMBLY  
HYDRO-AIRE, CRANE DIV (81982)  
PN: 37-335

## SAMPLING:

IF THE APPLICABLE (OEM OR MILITARY) DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY LEVEL (AQL), IT MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE. HOWEVER THE SAMPLING ACCEPTANCE NUMBER SHALL BE REDUCED TO ZERO (0). EVEN THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE SAMPLE SIZE REMAINS THE SAME. UNLESS OTHERWISE SPECIFIED IN THE OEM OR MILITARY DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISIONS (QAPs) CHARACTERISTICS CLASSIFIED AS CRITICAL, MAJOR AND MINOR SHALL HAVE AN ASSIGNED AQL OF 0.10, 1.0, AND 4.0 RESPECTIVELY. ASQ H1331 TABLE 1 OR MIL-STD-1916 SHALL TAKE PRECEDENCE OVER MIL-STD-105 AND ASQ Z1.4. THESE PLANS ACCEPT ON ZERO DEFECTS AND REJECT THE ENTIRE LOT ON ONE DEFECT. A ZERO BASED SAMPLING PLAN SHALL BE USED, UNLESS OTHERWISE SPECIFIED BY CONTRACT.

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

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**SECTION B**

SUPPLY/SERVICE: 1630-01-171-0803 MFR. CAGE: 81982 P/N: 37-335 CONT'D

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 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

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**SECTION B**

SUPPLY/SERVICE: 1630-01-171-0803 MFR. CAGE: 81982 P/N: 37-335 CONT'D

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)

THE FOLLOWING INSTRUCTIONS ARE FURNISHED FOR THE MANUFACTURE OF: SERVO VALVE ASSEMBLY (KC-135 LANDING GEAR).

1.0 THE FOLLOWING SPECIFICATIONS/STANDARDS, ETC. WILL BE USED IN LIEU OF THE DATA INDICATED. THE SUPERSEDED DATA WILL NOT BE FURNISHED UNLESS SO INDICATED.

2.0 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 FOR MRB DISPOSITION.

3.0 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 GEAR COMPONENT/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 LANDING GEAR ENGINEERING.

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

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**SECTION B**

SUPPLY/SERVICE: 1630-01-171-0803 MFR. CAGE: 81982 P/N: 37-335 CONT'D

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

THIS ITEM HAS TECHNICAL DATA SOME OR ALL OF WHICH IS SUBJECT TO EXPORT-CONTROL REGULATIONS. DISTRIBUTION OF THE TECHNICAL DATA AND ELIGIBILITY FOR AWARD ARE LIMITED TO THOSE SUPPLIERS QUALIFIED THROUGH JCP CERTIFICATION, OR TO THOSE LICENSED BY EITHER THE DEPARTMENTS OF STATE OR COMMERCE; OR TO FOREIGN SUPPLIERS PURSUANT TO INTERNATIONAL AGREEMENTS.

TO APPLY FOR JCP CERTIFICATION, COMPLETE DD FORM 2345, MILITARY CRITICAL TECHNICAL DATA AGREEMENT, FORM IS AVAILABLE AT THE WORLD WIDE WEB ADDRESS [HTTP://WWW.DLIS.DLA.MIL/JCP](http://www.dlis.dla.mil/jcp) OR BY WRITING TO:

DLA LOGISTICS INFORMATION SERVICE  
FEDERAL CENTER  
74 WASHINGTON AVE., NORTH  
BATTLE CREEK, MI 49037-3084

TO MANUFACTURE THIS ITEM, NON-JCP CERTIFIED SUPPLIERS MUST SUBMIT A

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**SECTION B**

SUPPLY/SERVICE: 1630-01-171-0803 MFR. CAGE: 81982 P/N: 37-335 CONT'D

CURRENT MANUFACTURING LICENSE AGREEMENT, TECHNICAL ASSISTANCE AGREEMENT, DISTRIBUTION AGREEMENT OR OFF-SHORE PROCUREMENT AGREEMENT APPROVED BY THE DIRECTORATE OF DEFENSE TRADE CONTROLS WITH THE OFFER, UNLESS AN EXEMPTION UNDER THE PROVISIONS OF ITAR SECTION, 125.4 EXEMPTIONS OF GENERAL APPLICABILITY, AND/OR EAR PART 740 ARE APPLICABLE.

NON-JCP CERTIFIED SUPPLIERS SEEKING EXPORT CONTROLLED TECHNICAL DATA ARE REQUIRED TO PROVIDE THE CONTRACTING OFFICER WITH AN APPLICABLE AGREEMENT OR IDENTIFY WHICH ITAR/EAR EXEMPTION APPLIES TO RECEIVE A COPY OF THE EXPORT CONTROLLED TECHNICAL DATA.

NOTE: JCP CERTIFIED CONTRACTORS WHO RECEIVE TECHNICAL DATA PURSUANT TO THEIR DD FORM 2345 CERTIFICATION MAY NOT FURTHER DISSEMINATE SUCH DATA UNLESS FURTHER DISSEMINATION OF THE TECHNICAL DATA IS EXPRESSLY PERMITTED BY DODD 5230.25.

CRITICAL APPLICATION ITEM

WOODWARD HRT, INC. DBA 81873 P/N 1056350-20  
HYDRO-AIRE, INC. DBA 81982 P/N 37-335

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1630-01-171-0803 CAGE/PN: 81982 37-335 SERVO VALVE ASSEMBL	291.000	EA		

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2016 NOV 28

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

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**SECTION B**

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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 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.

PARCEL POST ADDRESS:

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**SECTION B**

SUPPLY/SERVICE: 1630-01-171-0803 MFR. CAGE: 81982 P/N: 37-335 CONT'D

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

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

FREIGHT SHIPPING ADDRESS:

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

GOVT USE

ITEM	PR	External		External	External	Customer RDD/ Need Ship Date
		PRLI	PR	PRLI	Material	
0001	0057524433	0001	N/A	N/A	N/A	10/21/2013

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**SECTION D - PACKAGING AND MARKING**

**52.211-9095 PALLETIZATION OF SHIPMENTS (SEP 2012) DLAD**

**SECTION E - INSPECTION AND ACCEPTANCE**

**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 OR EQUIVALENT			
<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 WINONA 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 GLEN OAKS BLVD

City/St/Zip: SUN VALLEY, CA 91352-

Applicable to clin(s): ALL

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**SECTION F - DELIVERIES OR PERFORMANCE**

**52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR**

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

**(1) To be completed by the offeror:**

**(i) Type of container:**

Wood Box [ ], Fiber Box [ ], Barrel [ ], Reel [ ],  
 Drum [ ],  
 Other (specify) \_\_\_\_\_;

**(ii) Shipping configuration: Knocked-down [ ], Set-up [ ],**

Nested [ ],  
 Other (specify) \_\_\_\_\_;

**(iii) Size of container:**

\_\_\_\_\_ " (Length), \_\_\_\_\_ " (Width), \_\_\_\_\_ " (Height) =  
 \_\_\_\_\_ Cubic Ft;

**(iv) Number of items per container \_\_\_\_\_ each;**

**(v) Gross weight of container and contents \_\_\_\_\_ Lbs;**

**(vi) Palletized/skidded [ ] Yes [ ] No;**

**(vii) Number of containers per pallet/skid \_\_\_\_\_;**

**(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;**

**(ix) Size of pallet/skid and contents**

Lbs Cube \_\_\_\_\_;

**(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \***

**(A) Size of railcar \_\_\_\_\_**

**(B) Type of railcar \_\_\_\_\_**

**(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ \***

**(A) Size of trailer \_\_\_\_\_ Ft**

**(B) Type of trailer \_\_\_\_\_**

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

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

**(i) Rate used in evaluation: ;**

**(ii) Tender/Tariff: ;**

**(iii) Item: .**

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

(End of clause)

**SECTION I - CONTRACT CLAUSES**

**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

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS

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

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 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

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(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(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:**

\_\_\_\_\_

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

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

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

52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR

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

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

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

CONTINUED ON NEXT PAGE

- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) DFARS
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012) DFARS
- 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

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

**I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.**

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

**SECTION J - LIST OF ATTACHMENTS**

**List of Attachments**

Description	File Name
ATTACH.Bilateral	SIGNED PG 1 SPE4A7-16-C-0089.pdf
ATTACH.Signature Page	Signed Page 1 SPE4A716C0089.pdf