

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 14			
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE4A7-16-M-1083			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2015 OCT 28		4. REQUISITION/PURCH REQUEST NO. 0060234266		5. PRIORITY DO-A1				
6. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Local Admin: MOHAMMAD AKHTAR PARWC21 Tel: 804-279-3568 Fax: 804-279-6055 Email: MOHAMMAD.AKHTAR@DLA.MIL			CODE SPE4A7		7. ADMINISTERED BY (If other than 6) DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Criticality: C PAS: None			CODE SPE4A7		8. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR NAME AND ADDRESS HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA			CODE 81982		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 190 DAYS ADO		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
							12. DISCOUNT TERMS Net 30 days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15				
							14. SHIP TO SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE		CODE		15. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		CODE SL4701
16. TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
		PURCHASE <input checked="" type="checkbox"/>		Reference your Offer/Quote dated 2015 SEP 10 furnish the following on terms specified herein.									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE BX: 97X4930 5CBX 001 2620 S33189 \$13776.00													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21.UNIT	22. UNIT PRICE	23. AMOUNT			
		Award sent EDI, Do not duplicate shipment				168.000							
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA FRANCES WILHELM FRANCES.WILHELM@DLA.MIL BY: PARDACW				25. TOTAL					
				<div style="text-align: center;"> CONTRACTING/ORDERING OFFICER </div>				26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN													
<input type="checkbox"/> INSPECTED		<input type="checkbox"/> RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.										34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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"DLA Aviation Contracting Officer grants permission for the Engineering Support Activity and/or the testing facility 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."

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SECTION B

SUPPLIES/SERVICES: 1650-00-332-8192

ITEM DESCRIPTION:

RETAINER, HIGH PRESS.

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

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

SAMPLING:

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SECTION B

SUPPLY/SERVICE: 1650-00-332-8192 CONT'D

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.

HYDRO-AIRE, INC. DBA 81982 P/N 86220

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1650-00-332-8192 RETAINER,HIGH PRESS	168.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2016 MAY 05

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:

- ,,All 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.

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SECTION B

SUPPLY/SERVICE: 1650-00-332-8192 CONT'D

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

GOVT USE

ITEM	PR	External		External	External	Customer RDD/ Need Ship Date
		PRLI	PR	PRLI	Material	
0001	0060234266	0001	N/A	N/A	N/A	N/A

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SECTION A - SOLICITATION/CONTRACT FORM

52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (OCT 2014) DLAD

(a) The product described in the Purchase Order Text (POT) or Procurement Item Description (PID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an "exact product," an "alternate product" (which includes a "previously reverse-engineered product"), a "superseding part number," or a "previously-approved product;" and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, offerors must refer to the criteria in subparagraphs (b) - (e) of this provision, respectively.) Any product offered must be either a product cited in the POT or PID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the POT or PID, including additional requirements referred to in the POT or PID, if any.

- ☐ **Exact Product – Applies to CLIN(s):**
- ☐ **Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s):**
- ☐ **Superseding Part Number – Applies to CLIN(s):**
- ☐ **Previously - Approved Product – Applies to CLIN(s) :**

- (b) "Exact product."
 - (1) "Exact product" means a product described by the name of an approved source and its corresponding part number, as currently cited in the POT or PID; modified (if necessary) to conform to any additional requirements set forth in the POT or PID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an "exact product" is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below.

(Any Offeror not meeting one of these descriptions is not considered to be offering "exact product;" even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the POT or PID.) For any Offeror other than the manufacturer cited in the POT or PID, the Contracting Officer may request evidence to demonstrate technical acceptability of the supplies offered. Evidence requested will generally include information tracing the supplies back to the original equipment manufacturer or its authorized distributor. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If an Offeror fails to provide the requested evidence/information or provides information that the Contracting Officer finds unacceptable, its offer may be rejected with out further consideration under this solicitation.

 - (i) An approved source currently cited in the POT or PID offering its corresponding part number as cited in the POT or PID;
 - (ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;
 - (iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the POT or PID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror must provide documentation to demonstrate such authorization, or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the manufacturer is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source, this does not necessarily preclude acceptance of the offer, if the Offeror provides adequate documentation or other evidence allowing the Contracting Officer to determine the approved source has oversight of and involvement in the manufacturing process.
 - (iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer or its authorized distributor. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the item being offered is produced by a manufacturer that is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source or manufacturing source, this does not necessarily preclude acceptance of the offer, if the contracting officer can adequately document that the approved source has oversight of and involvement in the manufacturing process by other means.
 - (2) When the POT or PID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.
- (c) "Alternate product."
 - (1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following:
 - (i) An Offeror who (A) manufactures the item for an approved source currently cited in the POT or PID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

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(ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;

(iii) An Offeror of a previously reverse-engineered product that is not currently cited in the POT or PID; or

(iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.

(2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the POT or PID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(3) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the POT or PID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the POT or PID; or, if not specified in the POT or PID, are as follows: [buyer insert (a), (b), (c), or (d), as applicable, if POT or PID does not identify]. (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the POT or PID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the POT or PID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.

(d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID. The Offeror is not required to submit data on the exact product.

(4) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated, the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the appropriate location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer or alternate product, will be identified either in the POT or PID or in paragraph (c)(2) of the provision of 52.217-9002. If the level of data and submission requirements are not identified in either of these locations in the solicitation, then 52.217-9002(c)(3)(a) applies.

(i) For solicitation numbers beginning with SPM7 or SPE7 and containing "T" in the ninth position of the PIIN:
DLA Land and Maritime
Directorate of Procurement
Alternate Offer Monitor, BPP
PO Box 3990
Columbus, OH 43218-3990

(ii) For solicitation numbers beginning with SPE4 or SPM4 and containing "T" or "U" in the ninth position of the PIIN:
DLA Aviation
ATTN: Small Business Office - DU
8000 Jefferson Davis Highway
Richmond, VA 23297-5100

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(iii) For solicitation numbers beginning with SPM1, SPM2, SPM3, SPM5, or SPM8 and containing "T" or "U" in the ninth position of the PIIN:

DLA Troop Support
ATTN : (see note below)
700 Robbins Avenue
Philadelphia, PA 19111-5096

NOTE: The address (ATTN line) will change based on the 5th digit of the PIIN as follows:
SPM1 = Clothing and Textile (C&T)
SPM2 = Medical
SPM3 = Subsistence
SPM5 = formerly aviation or L&M Detachments (currently called Hardware)
SPM8 = Construction and Equipment (C&E)

(iv) For solicitation numbers beginning with SPRRA1 and SPRRA2 of the PIIN:

DLA Aviation
Office of the Competition Advocate
Bldg. 5201
Redstone Arsenal, AL 35898

(v) For solicitation numbers beginning with SPRPA1 of the PIIN:

DLA Philadelphia
Competition Advocate Office
DLR Procurement OPS DSCR-ZC
700 Robbins Avenue Building 1
Philadelphia, PA 19111-5098

(d) "Superseding part number."

(1) The Offeror must indicate that a "superseding part number" is being offered if the offered item otherwise qualifies as an "exact product," except that the part number cited in the POT or PID has been superseded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for "alternate products." (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an "alternate product.")

(2) For solicitation numbers beginning with SPE or SPM, any data to be furnished with an offer of a "superseding part number" should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(e) "Previously-approved product."

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

CLIN NR (s) _____ have been previously furnished or evaluated and approved under contract/solicitation number _____.

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(f) For all types of offers ("exact product," "alternate product," "superseding part number," or "previously-approved product"), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a "superseding part number" or a "previously-approved part number" to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the following dollar savings threshold shown below, which have a reasonable chance to receive an award; generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation, and is (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,500.00 for each required Engineering Support Activity evaluation). If the time before proposed award does not permit evaluation and delay of award would adversely affect the Government, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted, as stipulated above. When an alternate offer will not be considered for the current procurement, the Contracting Officer may

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request that the Offeror, at its discretion, provide a sample product for testing and evaluation in addition to the data required in this provision. Although not mandatory, Offerors are encouraged to provide the sample. This may facilitate the post-award evaluation and, if the alternate product is approved, increase the likelihood of its being added to the POT or PID in time for the next acquisition of the item. The Offeror shall not submit a sample product until requested to do so. The testing of the sample product will be done at a testing facility; therefore, the shipping instructions will be provided with the request. Unless otherwise specified in the solicitation, samples shall be submitted at no expense to the Government, may be damaged or destroyed during testing without liability from the Government to the submitter, and consequently may not be returned to the offeror; samples that are not damaged or destroyed will be returned only at the Offeror's request and expense. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. The Contracting Officer may at any time, pre-award or post-award, request evidence of the technical acceptability of the supplies offered in response to this solicitation. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation and the Contracting Officer subsequently finds the evidence to be unacceptable, or if the Contractor fails to provide the requested evidence, the award may be cancelled.

(End of provision)

52.215-9003 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL REPORTING (PIRS-SR) INFORMATION IN PAST PERFORMANCE EVALUATION (APR 2014) DLAD

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 IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV – Construction and barrier materials.
- (E) Class VI – Personal demand items (non-military sales items).
- (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
- (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall—

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- (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. 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

52.211-9053 EXPEDITED HANDLING SHIPMENTS (NOV 2011) 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 (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.]

CONTINUED ON NEXT PAGE

	Title	Number	Date	Tailoring
<input type="checkbox"/>	ISO	9001	200	
<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)

52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) 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

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

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

52.247-59 F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984) FAR

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 _____;

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

(A) Size of railcar _____

(B) Type of railcar _____

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

(A) Size of trailer _____ Ft

(B) Type of trailer _____

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

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

(i) Rate used in evaluation: ;

(ii) Tender/Tariff: ;

(iii) Item: .

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

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

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

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

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

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

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Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

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

52.222-03 CONVICT LABOR (JUN 2003) FAR

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

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

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

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

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

52.233-01 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 (APR 2015) FAR

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)

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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

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

(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)