

# ORDER FOR SUPPLIES OR SERVICES

|  |                                   |   |   |                             |
|--|-----------------------------------|---|---|-----------------------------|
| <b>1. CONTRACT/PURCH ORDER/AGREEMENT NO.</b><br>SPE4A7-16-M-3014 | <b>2. DELIVERY ORDER/CALL NO.</b> | <b>3. DATE OF ORDER/CALL</b><br>(YYYYMMDD)<br>2015 DEC 23 | <b>4. REQUISITION/PURCH REQUEST NO.</b><br>0060279784 | <b>5. PRIORITY</b><br>DO-A1 |
|--|-----------------------------------|---|---|-----------------------------|

|  |      |        |   |      |        |  |
|--|------|--------|---|------|--------|--|
| <b>6. ISSUED BY</b><br>DLA AVIATION<br>ASC SUPPLIER OPER AE AND AF DIV<br>8000 JEFFERSON DAVIS HWY<br>RICHMOND VA 23297<br>USA<br>Local Admin: MOHAMMAD AKHTAR PARWC21 Tel: 804-279-3568 Fax: 804-279-6055<br>Email: MOHAMMAD.AKHTAR@DLA.MIL | CODE | SPE4A7 | <b>7. ADMINISTERED BY (If other than 6)</b><br>DCMA LOS ANGELES<br>16111 PLUMMER STREET, BUILDING 10, 2<br>BLDG 10, 2ND FLOOR<br>NORTH HILLS CA 91343-2036<br>USA<br>Criticality: C PAS: None | CODE | S0512A | <b>8. DELIVERY FOB</b><br>DESTINATION<br><input type="checkbox"/> OTHER<br>(See Schedule if other) |
|--|------|--------|---|------|--------|--|

|   |      |       |          |   |   |
|---|------|-------|----------|---|---|
| <b>9. CONTRACTOR</b><br><br>NAME AND ADDRESS<br>HYDRO-AIRE, INC. DBA<br>3000 WINONA AVE<br>BURBANK CA 91504-2540<br>USA | CODE | 81982 | FACILITY | <b>10. DELIVER TO FOB POINT BY (Date)</b><br>(YYYYMMDD)<br>245 DAYS ADO | <b>11. X IF BUSINESS IS</b><br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |
|   |      |       |          | <b>12. DISCOUNT TERMS</b><br>Net 30 days                                |   |
|   |      |       |          | <b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b><br>See Block 15        |   |

|   |      |  |  |      |        |  |
|---|------|--|--|------|--------|--|
| <b>14. SHIP TO</b><br><br>SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE | CODE |  | <b>15. PAYMENT WILL BE MADE BY</b><br>DEF FIN AND ACCOUNTING SVC<br>BSM<br>P O BOX 182317<br>COLUMBUS OH 43218-2317<br>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 2015 DEC 08 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**

BX: 97X4930 5CBX 001 2620 S33189 \$29120.00

| 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 | 40.000                          |          |                |            |

|  |  |  |  |
|--|--|--|--|
| * 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><br>FRANCES WILHELM<br>FRANCES.WILHELM@DLA.MIL<br>BY: PARDACW | <br>CONTRACTING/ORDERING OFFICER | <b>25. TOTAL</b> \$29,120.00<br><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   |   | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL<br><b>32. PAID BY</b>           |                            |
| <b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b><br>a. DATE (YYYYMMDD)<br>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER |                                | <b>31. PAYMENT</b><br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |   | <b>33. AMOUNT VERIFIED CORRECT FOR</b><br><b>34. CHECK NUMBER</b><br><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> |

Shipping Point/ Inspection Location: Same as Block 9, Page 1.

Inspection Office: Same as Block 7, Page 1.

~~~~~  
CAGE: 81982

Company Name: HYDRO-AIRE, INC. DBA  
Street Name: 3000 WINONA AVE  
City, State Zip Code: BURBANK, CA 91504-2540  
~~~~~

Configuration Control Applies  
~~~~~

Critical Application Item  
~~~~~

First Destination Transportation (FDT) TAC - S8AF

Second Destination Transportation (SDT) TAC - S9NA  
~~~~~

"THE PURCHASE ORDER CLAUSES ARE APPLICABLE AS INDICATED IN THE DLA MASTER SOLICITATION FOR EPROCUREMENT  
AUTOMATED SIMPLIFIED ACQUISITIONS (PART 13), REVISION xx, (DATE), WHICH CAN BE FOUND ON THE WEB AT  
<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>  
~~~~~

"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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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.

~~~~~  
EVALUATION AND AWARD (FEBRUARY 2013)

(a) AWARD. The Government intends to evaluate  
proposals and, if necessary, conduct discussions with all  
responsible offerors within the competitive range. The  
award will be made to the offeror whose proposal conforms  
to the terms and conditions of the solicitation and  
represents the best value to the Government. Therefore,  
award may be made to other than the lowest priced or the  
highest technically rated offer.

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The  
Government will base the determination of best value on  
a comparative assessment of the offerors' prices, past

performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

- significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- approximately equal to cost or price; or
- significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

- Item criticality and weapons system application
- Current inventory status
- Historical delivery or quality problems
- Concerns over limited supply sources and industrial base
- Benefits from obtaining new sources

(c) COST OR PRICE. The Government will evaluate the offered cost or price. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

(d) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.

(i) The Automated Best Value System (ABVS) or the Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR), as applicable, will be used to evaluate quality and past performance on DLA awards (see 52.215-9003 or 52.215-9022).

(ii) In addition, offerors may submit with their offer information on past and current Federal (non-DLA Aviation), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

(iii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three

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contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably nor unfavorably.

(e) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores/PPIRS assessments (as applicable) will be weighed most heavily. Historical quality history and delivery schedule compliance (not captured in ABVS/PPIRS) will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- ABVS Score/PPIRS-SR Assessments  
(52.215-9022)
- PPIRS-SR Assessments (52.215-9003)  
(EProcurement)
- PPIRS-RC Assessments
- Historical Quality (not captured in ABVS/PPIRS)
- Historical Delivery Schedule Compliance (not  
captured in ABVS/PPIRS)
- ABILITYONE (52.215-9005)
- Mentoring Business Agreements (MBA)  
(52.219-9003)
- Other (specify):

~~~~~  
EVALUATION AND AWARD - ALT I (MAY 2009)

(e) QUOTED DELIVERY. The Government will evaluate the offeror's compliance with the delivery schedule specified in the solicitation. Quoting a greater number of days delivery than requested under the solicitation will result in the quote being evaluated less favorably than a quote meeting the requested delivery schedule. There will be no evaluation preference for offered delivery which is earlier than the requested delivery schedule.

(f) NON-PRICE FACTORS. Quoted delivery and past performance will be evaluated equally, unless indicated otherwise below.

- Quoted Delivery is weighed more heavily than past performance.
- Past Performance is weighed more heavily than quoted delivery.

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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.

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**SECTION B**

SUPPLIES/SERVICES: 1650-00-345-4831

## ITEM DESCRIPTION:

HOUSING, INDICATOR  
HYDRO-AIRE INC.  
TECHNICAL DATA AVAILABILITY  
DSCR MAY NOT HAVE AN APPROVED BIDSET FOR  
THIS NSN.

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

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

## 1. Requirements

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

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

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

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

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

## 3. Contractor responsibilities.

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

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

C. All ECPs submitted by the Contractor will be deemed routine. If the Contractor considers an ECP as an emergency or urgent; they shall include in their ECP submittal an explanation and all applicable

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**SECTION B**

SUPPLY/SERVICE: 1650-00-345-4831 CONT'D

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 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

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**SECTION B**

SUPPLY/SERVICE: 1650-00-345-4831 CONT'D

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)

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

NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.

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**SECTION B**

SUPPLY/SERVICE: 1650-00-345-4831 CONT'D

## 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.

## CRITICAL APPLICATION ITEM

HYDRO-AIRE, INC. DBA 81982 P/N 86221

| ITEM NO. | SUPPLIES/SERVICES                     | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|----------|---------------------------------------|----------|------|--------------|--------------|
| 0001     | 1650-00-345-4831<br>HOUSING,INDICATOR | 40.000   | EA   | \$ 728.00000 | \$ 29,120.00 |

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2016 AUG 24

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED 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: 1650-00-345-4831 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/<br>Need Ship Date |
|------|------------|----------|-----|----------|----------|---------------------------------|
|      |            | PRLI     | PR  | PRLI     | Material |                                 |
| 0001 | 0060279784 | 0001     | N/A | N/A      | N/A      | N/A                             |

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**SECTION D - PACKAGING AND MARKING**

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

\*\*\*\*

(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**

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

**52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) 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.]

|                          | Title         | Number | Date | Tailoring |
|--------------------------|---------------|--------|------|-----------|
| <input 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:**

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:

Street:

City/St/Zip:

Applicable to clin(s):

\*\*\*\*

**52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007), ALT I (AUG 2007) DLAD****SECTION F - DELIVERIES OR PERFORMANCE****52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

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(b) The permissible variation shall be limited to:

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****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)

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**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**

**252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015) DFARS**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

**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**

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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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**52.215-08 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 (APR 2015) FAR
- 52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR
- 52.222-50 COMBATING 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 (DEC 2012) DFARS
- 252.225-7013 DUTY-FREE ENTRY (NOV 2014) 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
- 52.246-9066 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
- 252.222-7007 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.

CONTINUED ON NEXT PAGE

(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)