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• "The provisions/clauses as	s indicated in SPE7MC14T5930 dated 03/26/2014, are hereby applical http://www.dla.mil/Acquisition/Pages/Automaster.aspx"	ole and
incorporated by reference.	nccp://www.dra.mrr/Acquistcion/Pages/Automaster.aspx	
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CONTINUATION SHEET

## REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7MC-14-M-4573

PAGE 3 OF 8 PAGES

### SECTION B

SUPPLIES/SERVICES: 4820-00-737-3369

ITEM DESCRIPTION:

RETAINER, VALVE.

END ITEM: B-52 AIRCRAFT.

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.

HYDRO-AIRE, INC. DBA 81982 P/N 214499

ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0001 4820-00-737-3369 48.000 EA

RETAINER, VALVE

PRICING TERMS: Firm Fixed Price
QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2014 SEP 18

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:

 ${\mbox{\ensuremath{\bullet}}}$  ,,All containers shall meet ASTM D4169, Standard Practice for

Performance Testing of Shipping Containers and Systems.

- •,,All Section D Packaging Clauses take precedence over ASTM D3951.
- •,,In addition to requirements in MIL-STD-129P, all Labeling and Marking shall have a Method of Preservation of Commercial Pack applied to the MIL-STD-129 identification labels on all shipping

containers, including the unit and intermediate levels. The Method of Preservation (M) of Commercial Pack (CP) shall be applied to all labels and marking as "MCP."

•,,For all shipments of packaged materiel to the Government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required in accordance with MIL-STD-129. See DLAD 52.211-9010 for exceptions to

### SECTION B

SUPPLY/SERVICE: 4820-00-737-3369 CONT'D

the Military Shipment Label (MSL) requirement. When the MSL is required, the Transportation Control Number (TCN) is not an exception and must always be present. TCN construction is detailed in DTR 4500.9-R (Appendix L).

- $^{\bullet},, \text{The Unit of Issue (U/I)}$  and Quantity per Unit Pack (QUP) as specified in the contract take precedence over ASTM D3951.
- ${}^{\bullet}, {}^{\prime}, {}^{\prime} {}$  Loose-fill cushioning and dunnage materials are prohibited in all shipments to DOD customers.
- $\,^{ullet}$ , Unitization in accordance with MIL-STD-147, Palletized Unit Loads, is required for all shipments to the DOD activities.

PARCEL POST ADDRESS:

W62G2T W1BG DLA DISTRIBUTION 25600 S CHRISMAN ROAD REC WHSE 57 TRACY CA 95304-5000

SUPPLIERS SHOULD ACCESS DPMS AT HTTPS://VSM.DISTRIBUTION.DLA.MIL, OR CALL 1-800-456-5507 FOR TRANSPORTATION AND SHIPPING ASSISTANCE. FREIGHT SHIPPING ADDRESS:

W62G2T W1BG DLA DISTRIBUTION 25600 S CHRISMAN ROAD REC WHSE 57 TRACY CA 95304-5000 US

GOVT USE

			External	External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0052653263	0001	N/A	N/A	N/A	N/A

**CONTINUED ON NEXT PAGE** 

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### **SECTION D - PACKAGING AND MARKING**

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

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- (b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—
- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
- (A) Subclass of Class I Packaged operational rations.
- (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class 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, reparable 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 <a href="http://www.epcqlobalinc.org/standards/">http://www.epcqlobalinc.org/standards/</a>.
- (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 <a href="http://www.acq.osd.mil/log/rfid/tag\_data.htm">http://www.acq.osd.mil/log/rfid/tag\_data.htm</a>. 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 <u>252.232-7003</u>, 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

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52.211-9010 SHIPPING LAB	EL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (MAR 2012	2) DLAD
52.211-9010 SHIPPING LAB DLAD	BEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 201	1), ALT I (AUG 2005)
52.211-9013 SHIPPER'S DEG	CLARATION OF DANGEROUS GOODS (NOV 2011) DLAD	
52.211-9033 PACKAGING AI	ND MARKING REQUIREMENTS (APR 2008) DLAD	
52.211-9036 PHYSICAL ITEM	MIDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (APR 200	08) DLAD
52.247-9012 REQUIREMENT	TS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 20	007) DLAD
SECTION E - INSPECTION AN	ND ACCEPTANCE	
52.246-02 INSPECTION OF S	SUPPLIES FIXED PRICE (AUG 1996) FAR	
SECTION F - DELIVERIES OF	RPERFORMANCE	
52.211-17 DELIVERY OF EX	CESS QUANTITIES (SEP 1989) FAR	
52.242-17 GOVERNMENT DI	ELAY OF WORK (APR 1984) FAR	
52.247-29 F.O.B. ORIGIN (F	FEB 2006) FAR	
52.247-9056 ADDENDUM TO	O FAR 52.247-29 FREE ON BOARD (F.O.B.) ORIGIN (SEP 2012) DLAD	
	ntify the location of origin below. or shall fill in the city and state): in the city and state):	
City		
State		

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

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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

- (a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.
- (b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

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252.203-7000 REQUIREMEN	ITS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEF	2011) DFARS
252.203-7002 REQUIREMEN	IT 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 (MAY 2013) DFARS	
252.204-7012 SAFEGUARDI	NG OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NO	V 2013) DFARS
52.211-15 DEFENSE PRIOR	ITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR	
252.211-7005 SUBSTITUTIO	NS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	(NOV 2005) DFARS
specified in paragraph (b) of th (d) Absent a determination that	s has been accepted at the facility at which it is proposed for use, but is not ye is clause, submit documentation of Department of Defense acceptance of the tan SPI process is not acceptable for this procurement, the Contractor shall u Federal specifications or standards: ach SPI process)	SPI process.
Facility:		
Military or Federal Specificat	ion or Standard:	
Affected Contract Line Item N	Number, Subline Item Number, Component, or Element:	
***		
52.211-9002 PRIORITY RAT	ING (NOV 2011) DLAD	
52.215-08 ORDER OF PREC	EDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR	
52.222-19 CHILD LABOR - C	COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2013) FAR	
52.222-50 COMBATTING TR	AFFICKING IN PERSONS (FEB 2009) FAR	
52.223-18 ENCOURAGING (	CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (A	AUG 2011) FAR
52.225-13 RESTRICTIONS C	ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR	
52.232-01 PAYMENTS (API	R 1984) FAR	
52.232-08 DISCOUNTS FOR	PROMPT PAYMENT (FEB 2002) FAR	
52.232-11 EXTRAS (APR 1	984) FAR	
52.232-25 PROMPT PAYME	NT (OCT 2008) FAR	
252.232-7003 ELECTRONIC	SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (J	UN 2012) DFARS
252.232-7010 LEVIES ON CO	ONTRACT PAYMENTS (DEC 2006) DFARS	

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52.233-01 DISPUTES (JUL 2002) 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 (DEC 2013) FAR

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA (MAY 2002) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002), ALT III (MAY 2000) DFARS

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

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

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

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

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

- (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)