

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 8

1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE7MC-16-M-7131				2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2016 JUL 18		4. REQUISITION/PURCH REQUEST NO. 0061959600		5. PRIORITY DO-A1																																					
6. ISSUED BY DLA LAND AND MARITIME MARITIME HARDWARE/ELECTRICAL P O BOX 3990 COLUMBUS OH 43218-3990 USA Local Admin: William Manning PMCMKCD Tel: 614-692-9745 Fax: 614-692-2474 Email: DLA.Maritime.Postaward.FMSE2@dla.mil				CODE SPE7MC		7. ADMINISTERED BY (If other than 6) DLA LAND AND MARITIME MARITIME HARDWARE/ELECTRICAL P O BOX 3990 COLUMBUS OH 43218-3990 USA Criticality: C PAS: None				CODE SPE7MC																																					
9. CONTRACTOR NAME AND ADDRESS HYDRO-AIRE, INC. 3000 WINONA AVE BURBANK CA 91504-2540 USA				CODE 81982		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 260 DAYS ADO		8. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)																																					
								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																																					
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width: 5%;">16. TYPE OF ORDER</td> <td style="width: 10%;">DELIVERY/ CALL</td> <td colspan="10">This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.</td> </tr> <tr> <td>PURCHASE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td colspan="10">Reference your Offer/Quote dated 2016 JAN 19 furnish the following on terms specified herein.</td> </tr> <tr> <td colspan="12">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.</td> </tr> </table>												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 2016 JAN 19 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.											
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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 \$114310.00																																															
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						10.000																																								
* 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 William Cain William.Cain2@dla.mil BY: PMCMUBB				<i>William E. Cain</i> CONTRACTING/ORDERING OFFICER		25. TOTAL		26. DIFFERENCES																																			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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			<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.						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		31. 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.																																					

SECTION B

SUPPLIES/SERVICES: 4820-01-014-7870

ITEM DESCRIPTION:

VALVE, SAFETY RELIEF

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 38-479

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	4820-01-014-7870 VALVE, SAFETY RELIEF	10.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2017 APR 04

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.

PARCEL POST ADDRESS:

W25G1U

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 4820-01-014-7870 CONT'D

W1A8 DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2001 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
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:

W25G1U
W1A8 DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2001 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

GOVT USE

ITEM	PR	External		External	External	Customer RDD/ Need Ship Date
		PRLI	PR	PRLI	Material	
0001	0061959600	0001	N/A	N/A	N/A	N/A

SECTION D - PACKAGING AND MARKING

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I – Packaged operational rations.
- (B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV – Construction and barrier materials.
- (E) Class VI – Personal demand items (non-military sales items).
- (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

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

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

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

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

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall—
 - (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
 - (2) Use passive tags that are readable; and
 - (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.
 - (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
 - (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. 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

52.211-9013 SHIPPER’S DECLARATION OF DANGEROUS GOODS (APR 2014) DLAD

52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (NOV 2011) 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

52.246-01 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984) FAR

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

SECTION F - DELIVERIES OR PERFORMANCE

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

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

52.247-29 F.O.B. ORIGIN (FEB 2006) 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.

CONTINUED ON NEXT PAGE

(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

252.203-7997 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 contractors 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

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

CONTINUED ON NEXT PAGE

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
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016) 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 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 (DEC 2012) DFARS
- 252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (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 (DEC 2015) FAR
- 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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52.253-01 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)