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## SECTION B

PR:  
NSN: 1650-01-286-5228

## ITEM DESCRIPTION:

CYLINDER, ACTUATING, LINEAR.  
HYDRO-AIRE, INC. CAGE: 81982  
P/N: 86625  
MARK PER:

MIL-STD-130N DATED 17 DEC 2007.  
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY  
SAMPLING:

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2008, DATED JAN 1, 2008. ANY ALTERNATE PLAN MUST BE APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS IS REQUIRED.
2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.

HYDRO-AIRE, INC. (81982) P/N 86625

| CLIN | PR | PRLI | U/I | QUANTITY | UNIT PRICE | TOTAL PRICE |
|------|----|------|-----|----------|------------|-------------|
|------|----|------|-----|----------|------------|-------------|

*To be cited on each delivery order*

| NSN           | UPC | SIZE | PGC |
|---------------|-----|------|-----|
| 1650012865228 | N/A | N/A  | N/A |

QTY VARIANCE: PLUS 0% MINUS 0%  
INSPECTION POINT: ORIGIN  
ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
QUP = 001: PRES MTHD = 33: CLNG/DRY = 1: PRESV MAT = 00:  
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:  
UNIT CONT = E3: OPI = 0:  
PACK CODE = C: PACKING LEVEL = E:  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

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## SECTION B

PR PRLI 0001 CONT'D  
SPECIAL MARKING CODE: 00 -  
PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV B  
DATED 8183

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 on Military Shipping Labels in accordance with MIL-STD-129, Revision P, dated December 15, 2002 (but see DLAD 52.211-9010(D) for exceptions to the requirement for MSL and 2D symbols). See the DLA packaging web site identified in DLAD 52.211-9010(E) for change notices to MIL-STD-129P that apply. 2D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. Shipping label stock quality shall meet MIL-PRF-61002. Bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9010(C). Except for the Transportation Control Number (TCN), which must always be present on the Military Shipping Label, when the contract/order omits any other data elements as defined in MIL-STD-129P and if the information is not available from the Administrative Contracting Office, then the field is not required as part of the Military Shipping Label and may be left blank. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: ORIGIN BY:

PARCEL POST ADDRESS:

*To be cited on each order.*

FREIGHT SHIPPING ADDRESS

NON-MILSTRIP  
PROJ

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## SECTION D

D11B03 252.211-7006 RADIO FREQUENCY IDENTIFICATION  
(FEB 2007) DFARS

(a) Definitions. As used in this clause--

'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

'Electronic Product Code; (EPC)' means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

'EPCglobal' means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

'Exterior container' means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

'Palletized unit load' means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500 9-R, Part II, Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

(1) Until February 28, 2007, the acceptable tags are--

(i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

(ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

'Radio Frequency Identification (RFID)' means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

'Shipping container' means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(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, API.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 any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA:

DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA:

DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA:

DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL:

DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA:

DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC:

DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH:

DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX:

DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT:

DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL:

DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK:

DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA:

DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA:

DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX:

DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA:

DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA:

DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA:

DoDAAC W25G2W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA:

DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC:

Air Terminal Identifier Code CMS.

(T) Air Mobility Command Terminal, Naval Air Station,

Norfolk, VA:

Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base,

Fairfield, CA:

Air Terminal Identifier Code SUVU.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(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 unique (i.e., the binary number is never repeated on any and all contracts) 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 identity types and encoding instructions described in the most recent EPC Tag Data Standards document to encode tags.

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(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.scs.osd.mil/log/rfid/tag\\_data.htm](http://www.scs.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 is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.scs.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.scs.osd.mil/log/rfid/advance_shipment_ntc.htm).

D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS - MIL-STD-129P (MAY 2006) DLAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS - MIL-STD-129P (MAY 2006) ALT 1 (AUG 2005)

D11C08 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD

D47C01 52.247-9312 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

(b) Definition. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSB).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, 'Guidelines for Regulating Wood Packaging Materials in International Trade.' DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

## SECTION E

E11C01 52.211-9022 SUPERCEDED PART-NUMBERED ITEMS (AUG 2007) 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 (Vendor Fill-in).

P/N (Vendor Fill-in), to

P/N (Vendor Fill-in) and that this is a part number change only. The reason for the change is

(Vendor Fill-in).

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E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

E46C06 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007) DLAD

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(c) The Offeror shall indicate below the location where supplies will be inspected:

Supplies:

Plant:

same as block 7, page 1.

(Vendor Fill-in)

Cage Code:

81982

(Vendor fill-in)

Street:

same as block 7, page 1

(Vendor Fill-in)

City/St/Zip:

same as block 7, page 1

(Vendor Fill-in)

Applicable to cline(s):

all

(Vendor Fill-in)

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging: (X) Same as for supplies (Vendor Fill-in)

or,

Plant:

(Vendor Fill-in)

Cage Code:

(Vendor Fill-in)

Street

(Vendor Fill-in)

City/St/Zip:

(Vendor Fill-in)

Applicable to cline(s):

(Vendor Fill-in)

E46C14 52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD

E46F14 46-9A-9G DSCR NOTE TO 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) DSCR

The Contractor shall comply with the applicable higher-level contract quality requirement cited below, which is hereby incorporated into this contract:

ANSI/ISO/ASQC Q9001-2000

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a

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contractor's preferred quality system as identified below:

( ) (Vendor Fill-in) Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ANSI/ISO/ASQC standard indicated above. Specify \_\_\_\_\_

(Vendor Fill-in)

( ) (Vendor Fill-in) Other process control system that is equivalent to or better than the applicable ANSI/ISO/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-1-45208 or MIL-Q-9858 systems which have been augmented to be equivalent to ANSI/ISO/ASQC Q9001-2000.

( ) (Vendor Fill-in) An existing system modeled after  
( ) (Vendor Fill-in) MIL-1-45208 or  
( ) (Vendor Fill-in) MIL-Q-9858 and not previously determined insufficient for the Government's purpose. THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ANSI/ISO/ASQC STANDARDS

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-2003. Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCCL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment. DSCR (APR 2007)

## SECTION F

F11A06 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 the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e., 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

F47A01 52.247-29 F.O.B ORIGIN (FEB 2006) FAR

F47A14 52.247-65 F.O.B ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991) FAR

F47C14 52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUL 2008) DLAD

(a) DCPA Administered Orders: Contact the Transportation Officer at the administering DCPA location.

(b) DLA Administered orders: Contact the DLA Transportation office for shipping instructions by facsimile to 717-770-2701 or via email to delivery@atl.dla.mil. A return fax number must be included with your faxed request. The DDC's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays. For urgent requirements and questions, you may call the DDC at 1-800-456-5507. DLA's Distribution Planning and Management System (DPMS) may be used to obtain transportation instructions in lieu of contacting the transportation office.

F47C15 SHIPPING INSTRUCTIONS (DOMESTIC) (OCT 2008) DLAD

F47C18 52.247-9038 SHIPPING INSTRUCTIONS FOR DLA DIRECT ACQUISITIONS (OCT 2008) DLAD

Freight shipping addresses and scheduling instructions, if applicable, are available at DLAD PGI 47 305-10. Contractors will need to schedule a delivery appointment prior to arriving at the depot.

## SECTION H

H46C01 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD

## SECTION I

I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

I03B02 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DoD OFFICIALS (JAN 2009) DFARS

I03B03 252.203-7002 REQUIREMENT TO INFORM EMPLOYERS OF WHISTLEBLOWER RIGHTS (JAN 2009) DFARS

I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (APR 2008) FAR

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B04 252.204-7004 ALTERNATE A. CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11C03 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (MAR 2000) DLAD

I11C08 52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (OCT 2008) DLAD

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I15A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR

I15C02 52.215-9013 PRODUCTION FACILITY CHANGES (MAR 2008) DLAD

I16A16 52.216-18 ORDERING (OCT 1995) FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: date of contract award

THROUGH: 365 days thereafter

I16A17 52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than see pg 2 DVD or see pg 2 Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of

pg 2 DVD or pg 2 Stock

(2) Any order for a combination of items in excess of

pg 2 , or

(3) A series of orders from the same ordering office within pg 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-1 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within pg 2 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

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116A24 52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days after date of contract expiration.

117A05 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

119A31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009) FAR

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it is ( ) is not a small business concern under NAICS Code assigned to contract number Contractor to sign and date and insert authorized signer's name and title:

Signature: (Vendor Fill-in)

Date: (Vendor Fill-in)

Title: (Vendor Fill-in)

122A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR

122A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

122A18 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

122A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR

122A35 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) FAR

122A39 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) FAR

(b) Definitions: As used in this clause -

'Commercially available off-the-shelf (COTS) item' -

(1) Means any item of supply that is -

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c) (2), 'bulk cargo' means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

'Employee assigned to the contract' means an employee who

was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee -

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

'Subcontract' means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders. 'Subcontractor' means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

'United States', as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall -

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of -

(1) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(1) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government

or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of -

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(1) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in

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accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(11) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee -

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontractors. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that -

(1) Is for - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

123A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

125B01 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009) DFARS

125B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

125B04 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005) DFARS

125B05 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2008) DFARS

(a) Definitions. As used in this clause

(1) 'Component' means any item supplied to the Government as part of an end product or of another component.

(2) 'End product' means supplies delivered under a line item of this contract.

(3) 'Qualifying country' means a country with a memorandum of understanding or international agreement with the United States. The following are qualifying countries:

Australia

Austria

Belgium

Canada

Denmark

Egypt

Finland

France

Germany

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

(4) 'United States' means the 50 States, the District of Columbia, and outlying areas.

(5) 'U.S.-flag vessel' means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply -

(1) To items listed in section 25.104(c) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices.

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool -

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2.

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include -

(A) Draperies, floor coverings, furnishings, and bedding

(Federal Supply Group 72, Household and Commercial

Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal

Supply Group 83,

Textile/leather/furs/apparel/findings/tents/flags, or Federal

Supply Group 84. Clothing, individual equipment and insignia;

(C) Upholstered seats (whether for household, office, or

other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns

manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this

contract, or contained in foods delivered under this

contract -

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from

fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish,

or seafood shall be performed on a U.S.-flag vessel or in the

United States.

125B06 252.225-7013 DUTY-FREE ENTRY (OCT 2006) DFARS

132A01 52.232-1 PAYMENTS (APR 1984) FAR

132A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2003) FAR

132A08 52.232-11 EXTRAS (APR 1984) FAR

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I32A22 52.232-25 PROMPT PAYMENT (OCT 2008) FAR  
 I32A26 52.232-33 PAYMENT BY ELECTRONIC FUNDS  
 TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR  
 I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT  
 REQUESTS AND RECEIVING REPORTS (MAR 2008) DFARS  
 I32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS  
 DFARS (DEC 2006)  
 I33A01 52.233-1 DISPUTES (JUL 2002) FAR  
 I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR  
 I33A05 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT  
 (OCT 2004) FAR  
 I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE  
 ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD  
 (c) If you wish to opt out of this clause, check here  
 ( ) (Vendor Fill-in).  
 I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987)  
 FAR  
 I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
 (DEC 1991) DFARS  
 I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS  
 AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (AUG 2009)  
 DFARS  
 I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY  
 ISSUES (JAN 2007) DFARS  
 I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR  
 I49C01 52.249-9000 ADMINISTRATIVE COSTS OF  
 REPROCUREMENT AFTER DEFAULT (MAY 1986) DLAD

If this contract is terminated in whole or in part for default  
 pursuant to the clause included herein entitled 'Default,' and  
 the supplies or services covered by the contract so terminated

are repurchased by the Government, the Government will incur  
 administrative costs in such repurchases.  
 The Contractor and the Government expressly agree that, in  
 addition to any excess costs of repurchase, as provided in  
 paragraph (b) of the 'Default' clause of the contract, or any  
 other damages resulting from such default, the Contractor  
 shall pay, and the Government shall accept, the sum of  
 \$185.00 as payment in full for the administrative costs  
 of such repurchase.  
 This assessment of damages for administrative costs shall  
 apply for any termination for default following which the  
 Government repurchases the terminated supplies or services,  
 regardless of whether any other damages are incurred and/or  
 assessed.

## SECTION J

J15C01 52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE  
 FINANCE ACCOUNTING SERVICES (DFAS) (MAR 2008) DLAD

Per FAR 15.204-1, Part IV of the solicitation/offer has been  
 removed and retained in the contract file. Section K is hereby

incorporated by reference. Therefore, the page numbers  
 indicated on the front of the award and on the last page of  
 the Continuation Sheet will not reflect the actual number of  
 pages in the award document.