

## CONTINUATION SHEET

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A00E29 CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS  
(DEC 2010) DLA TROOP SUPPORT

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract, the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act.  
(31 U.S.C. 3729-3733)

## SECTION C

C13E01 Notice #4 NOTIFICATION OF REJECTION OF UNILATERAL  
AWARD (FEB 2004) DLA TROOP SUPPORT

(THIS NOTICE APPLIES ONLY TO UNILATERAL PURCHASE ORDERS.)

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, you should promptly notify the administrative contracting officer 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.

## SECTION D

D11B03 252.211-7006 PASSIVE RADIO FREQUENCY  
IDENTIFICATION (SEP 2011) 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 passive radio frequency identification (RFID) or item unique identification (IUID) information, 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 subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

'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.

The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 standard.

'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, 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 -

(B) The following location(s) deemed necessary by the requiring activity:

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

(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.

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(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 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.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 RFIS 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 IDs (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at https://wawf.eb.mil/

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 I (AUG 2005)

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

D47C01 52.247-9012 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 (OSD).

(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 ASLC 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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E11C02 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (AUG 2007) DLAD

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

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: ELDEC Corporation

(Vendor Fill-in)

Cage Code: 08748

(Vendor fill-in)

Street: 16700 13TH AVENUE WEST

(Vendor Fill-in)

City/St/Zip: LYNNWOOD, WA 98037-8597

(Vendor Fill-in)

Applicable to clin(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 clin(s):

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(Vendor Fill-in)

(e) For CLIN(S) described by manufacturer's name/code and part number:

(1) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and ensure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(2) The word 'manufacturer' means the actual manufacturer of each CLIN. The Government's Quality Assurance Representative may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to ensure that a domestic product is being supplied.

(f) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing), the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

(g) Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

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

**SECTION F**

**F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

(b) The permissible variation shall be limited to:

05 % (Percent) Increase 05 % (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.

**F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**F11C11 52.211-9020 TIME OF DELIVERY - ACCELERATED DELIVERY (JUN 2008) DLAD**

**F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

**F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

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

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

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

(b) DLA Administered orders: Contact the DLA Transportation office for shipping instructions by facsimile to 717-770-2701 or via email to delivery(at)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 52.247-9035 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**

**I03B02 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DoD OFFICIALS (SEP 2011) DFARS**

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

**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**

**I04B06 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010) 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 to, 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.

**I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR**

**I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008) FAR**

**I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD**

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

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

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)  
 FAR

I22A35 52.222-50 COMBATING TRAFFICKING IN PERSONS  
 (FEB 2009) FAR

I23A29 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN  
 TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN  
 PURCHASES (JUN 2008) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT  
 (FEB 2002) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2008) FAR

I32A28 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

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).

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002)  
 DLAD

I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987)  
 FAR

I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
 (DEC 1991) DFARS

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
 (DEC 2010) FAR

I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY  
 ISSUES (JAN 2007) DFARS

I49A01 52.249-1 TERMINATION FOR CONVENIENCE OF THE  
 GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

I52A01 52.252-2 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):

FAR: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS:  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

CLASS DEVIATIONS:  
[http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES  
 (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal  
 Acquisition Regulation (48 CFR Chapter1) clause with an  
 authorize deviation is indicated by the addition of  
 '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any  
 DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an  
 authorized deviation is indicated by the addition of  
 '(DEVIATION)' after the name of the regulation.