

## CONTINUATION SHEET

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## 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

Item Number

Location

Name

City

State

DoDACC

(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 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](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 -  
MILITARY STANDARD (MIL-STD) 129P (NOV 2011) DLAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS -  
MILITARY STANDARD (MIL-STD) 129P (NOV 2011) ALT I (AUG 2005)

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

D11C11 52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE  
ITEM MARKING - DLA LAND AND MARITIME (NOV 2011) DLAD

D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS  
(MAR 2008) DSCC

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Additional information concerning requirements for palletization can be found at : <http://www.dscc.dla.mil/Offices/Packaging/>

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<p>palletization_WPMnotice.asp</p> <p>D46C02 52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD</p> <p>D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(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 <a href="http://www.alsc.org/">http://www.alsc.org/</a>).</p> <p>(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.</p> <p>(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.</p> <p><b>SECTION E</b></p> <p>E11C01 52.211-9022 SUPERCEDED PART-NUMBERED ITEMS (NOV 2011) DLAD</p> <p>a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:</p> <p>The offeror represents that the P/N requested in the solicitation has been changed from</p> <p>Commercial and Govt Entity (CAGE) (Vendor Fill-in),</p> <p>P/N (Vendor Fill-in), to</p> <p>P/N (Vendor Fill-in) and that this is a part number change only. The reason for the change is</p> <p>(Vendor Fill-in).</p> <p>****</p> <p>E11C02 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD</p> <p>E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR</p> <p>E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR</p>		<p>E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DPARS</p> <p>E46C06 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD</p> <p>***</p> <p>(c) The Offeror shall indicate below the location where supplies will be inspected:</p> <p>Supplies:</p> <p>Plant: HYDRO-AIRE, INC.</p> <p>(Vendor Fill-in)</p> <p>Commercial and Government Entity Code: 81982</p> <p>(Vendor fill-in)</p> <p>Street: 3000 WINONA AVE</p> <p>(Vendor Fill-in)</p> <p>City/St/Zip: BURBANK, CA, 91504-2540</p> <p>(Vendor Fill-in)</p> <p>Applicable to contract line item (Clin)(s): ALL</p> <p>(Vendor Fill-in)</p> <p>(d) The Offeror shall indicate below the location where packaging will be inspected:</p> <p>Packaging: ( ) Same as for supplies (Vendor Fill-in) or, Plant: DOUBLE J PACKAGING CO INC</p> <p>(Vendor Fill-in)</p> <p>Cage Code: 9A289</p> <p>(Vendor Fill-in)</p> <p>Street: 9834 GLENOAKS BLVD</p> <p>(Vendor Fill-in)</p> <p>City/St/Zip: SUN VALLEY, CA, 91352-1046</p> <p>(Vendor Fill-in)</p> <p>Applicable to clin(s): ALL</p> <p>(Vendor Fill-in)</p> <p>(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 Defense Logistics Acquisition Directive (DLAD) 52.211-9000, Section I of the award). Any deviation from</p>	
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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.

(Vendor fill-in)

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

## SECTION F

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

F47A02 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS  
(FEB 2006) FAR

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

(Vendor Fill-in)

(carload, truckload, less-load,

(Vendor Fill-in)

(wharf, flatcar, driveway, etc.)

F47A10 52.247-58 LOADING, BLOCKING, AND BRACING OF  
FREIGHT CAR SHIPMENTS (APR 1984) FAR

F47A11 52.247-59 F.O.B. ORIGIN -- CARLOAD AND TRUCKLOAD  
SHIPMENTS (APR 1984) 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 (NOV 2011) DLAD

(a) Defense Contract Administration Agency (DCMA)  
Administered Orders: Contact the Transportation  
Officer at the administering DCMA location.

(b) Defense Logistics Agency (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 DLA  
Distribution'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 DLA Distribution 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)  
(NOV 2011) DLAD

F47C18 52.247-9038 SHIPPING INSTRUCTIONS FOR DEFENSE  
LOGISTICS AGENCY (DLA) DIRECT ACQUISITIONS (NOV 2011)  
DLAD

Freight shipping addresses and scheduling instructions, if  
applicable, are available at Defense Logistics Acquisition  
Directive (DLAD) Procedures, Guidance and Instruction (PGI)  
47.305-10. Contractors will need to schedule a delivery  
appointment prior to arriving at the depot.

F47D06 ADDENDUM TO FAR 52.247-29, F.O.B. ORIGIN

(X) Same as Offeror  
( ) Other (City and State):

## SECTION H

H46C01 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION  
FROM NON-ACCEPTED SUPPLIES (NOV 2011) 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 EMPLOYERS OF  
WHISTLEBLOWER RIGHTS (JAN 2009) DFARS

I04A05 52.204-7 CENTRAL CONTRACTOR REGISTRATION  
(FEB 2012) 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,  
supercedes, 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.

I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST  
WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR  
PROPOSED FOR DEBARMENT (DEC 2010) FAR

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 (NOV 2011) 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

I19A31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM  
REPRESENTATION (APR 2009) FAR

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(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 rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation 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)

I22A15 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012) FAR

I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR

I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

I22A18 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) 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

I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

I25B23 252.225-7036 BUY AMERICAN ACT--FREE TRADE AGREEMENT--BALANCE OF PAYMENTS PROGRAM (OCT 2011) DFARS

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

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 (NOV 2011) 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

I48A01 52.248-1 VALUE ENGINEERING (OCT 2010) FAR

I48D01 52.248-9C01 CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (OCT 2000) DSCC

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/Acquisition/Pages/DLAD.aspx>

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 Chapter 1) 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.

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

## **SELLER'S STANDARD WARRANTY**

- (a) Seller warrants all Goods to be furnished under this contract shall be free from defects due to faulty workmanship or material for the period of twelve (12) months from the date of delivery to Buyer.
- (b) Seller neither expressly nor impliedly warrants against defects in design, workmanship and material of parts or materials supplied by others and utilized by Seller in such Goods. Seller shall give to Buyer (insofar as it is assignable) the benefits of any express written warranties given to Seller by such manufacturer or other vendors. Seller shall have no obligation to process any warranty claim against such manufacturer and supplies for the benefit of Buyer.
- (c) Seller neither expressly nor impliedly warrants, or makes any representation whatsoever, as to service life of such Goods since conditions of usage and experienced service life are neither within the control of nor knowledge of Seller.
- (d) This warranty shall apply only on the condition that:
  - (1) Buyer delivers written notice of its claim under this clause to Seller within such warranty period, but not later than fifteen (15) days after discovery of the defect which is the basis for its claim;
  - (2) Buyer delivers such Goods to Seller at its plant, within thirty (30) days after such written notice;
  - (3) Seller determines (in its sole discretion) that such Goods are defective and have not been subject to accident, abuse or misuse, and have been operated and maintained in accordance with the manufacturer's recommendations and specifications; and
  - (4) The Goods have not been the subject of a replication (i.e., reverse engineering) program, either formal or informal, sponsored or supported by the U.S. Government or other entity.

- (e) The obligations and liabilities of Seller under this Warranty are expressly limited to the replacement or the repair by Seller of such Goods, and shall not include any removal or reinstallation costs incident to such correction or replacement.
- (f) Buyer may effect warranty repairs of the Goods at its facility only with Seller's prior written approval. Seller will reimburse Buyer for such repair at labor rates to be mutually agreed upon, but not exceeding Seller's own rates.
- (g) Seller will reimburse Buyer for its reasonable transportation costs to return such Goods which are confirmed by Seller to be defective under subparagraph (d)(3) above.
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