

CONTINUATION SHEET		Order Number:	PAGE OF PAGES	
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SECTION D				
D11B03 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS				
<p>(a) Definitions. As used in this clause-</p> <p>'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.</p> <p>'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:</p> <ol style="list-style-type: none"> (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. <p>'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.</p> <p>'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.</p> <p>'EPCglobal:' means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.</p> <p>'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.</p> <p>'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.</p> <p>'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.</p> <p>The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 standard.</p> <p>'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.</p> <p>'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).</p> <p>(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-</p> <p>(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:</p> <ol style="list-style-type: none"> (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). <p>(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).</p> <p>(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and</p> <p>(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/rfid/ or to -</p> <p>(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to-</p> <p>(B) The following location(s) deemed necessary by the requiring activity:</p>		<p>Contract Line, Subline, or Exhibit Line Location City State DoDACC Item Number Name</p> <p>(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:</p> <ol style="list-style-type: none"> (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. 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/ <p>D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY STANDARD (MIL-STD) 129P (MAR 2012) DLAD</p> <p>D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY STANDARD (MIL-STD) 129P (MAR 2012) ALT I (AUG 2005)</p> <p>D11C08 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD</p> <p>D11C10 52.211-9035 MARKING REQUIREMENTS - DLA MARITIME (NOV 2011) DLAD</p> <p>D11C11 52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING - DLA LAND AND MARITIME (NOV 2011) DLAD</p> <p>D46C02 52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD</p>		
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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 (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 _____

Commercial and Govt Entity (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).

E11C02 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD

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

E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

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

E46C06 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD

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

Supplies:

Plant:
HYDRO-AIDE, INC.

(Vendor Fill-in)

Commercial and Government Entity Code:
81982

(Vendor fill-in)

Street:
3000 WINONA AVE

(Vendor Fill-in)

City/St/Zip:
BURBANK, CA, 91504-2540

(Vendor Fill-in)

Applicable to contract line item (Clin)(s):
0001

(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):

(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 Defense Logistics Acquisition Directive (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.

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I32A22	52.232-25	PROMPT PAYMENT (OCT 2008)	FAR	<p>will be followed or the contractor will be notified otherwise. When submitting an ECP or Request for Deviation/Request for Waiver (RFD/RFW), the contractor must follow the instructions in MIL-STD-973 (as tailored in the following paragraphs).</p> <p>(1) Engineering Change Proposals--Required Content.</p> <p>(a) Follow the short form procedure in MIL-STD-973.</p> <p>1. paragraphs 5.4.8 through 5.4.8.2.1;</p> <p>2. paragraphs 5.4.8.2.3 through 5.4.8.2.7; and</p> <p>3. Appendix D instructions.</p> <p>(b) Include:</p> <p>1. Requirements for notices of revision (NOR). (Instructions for NORs are in MIL-STD-973, paragraph 5.4.7 and Appendix G.)</p> <p>2. Copies of drawings that have clearly been marked to identify the proposed change.</p> <p>3. Any other documentation that will help in reviewing the proposed change.</p> <p>(2) Request for Deviation/Request for Waiver - Required Content.</p> <p>(a) Follow the short form procedure in MIL-STD-973.</p> <p>For RFD(s) -- paragraphs 5.4.8.3 through 5.4.8.3.4; Appendix E instructions.</p> <p>For RFW(s) -- paragraphs 5.4.8.4 through 5.4.8.4.4; Appendix E instructions.</p> <p>(b) Include marked drawings and any other documentation that will be required to review the proposed RFD/RFW.</p> <p>(c) Identify the number of parts affected in block 17 of DD Form 1694.</p> <p>c. Submittal Procedures</p> <p>(1) Engineering Change Proposals (ECP), Deviations and Waivers initiated by the contractor must be prepared and submitted in 7 copies with supporting data as required by b.(1) above to the ACO, with an information copy to the PCO.</p> <p>WARNING: If you do not submit complete, legible packages, ECPs may be returned without processing.</p> <p>(2) Value Engineering Change Proposals (VECPs) must comply with the requirements of the Value Engineering Incentive clause of the contract and MIL-STD-973 and be submitted utilizing DD Form 1693 in 6 copies to the PCO with an information copy to the ACO, and an additional copy mailed direct to Defense Supply Center Columbus, P.O. Box 3990, Columbus, Ohio 43216-5000, ATTN: DSCC-VE.</p> <p>d. Contracting Agency responsibilities.</p> <p>(1) ACO Responsibility. Within ten working days from the date of receipt of contractor's request, the ACO must submit an original and two complete legible copies of the contractor's request to the applicable technical support office.</p> <p>(2) ECPs will be reviewed and decided upon within the ninety day time frame established by MIL-STD-973. Notification of decision will be done in accordance with paragraphs 5.4.8.2.6 and 5.4.8.2.7 of MIL-STD-973.</p> <p>(3) RFDs/RFWs will be reviewed per MIL-STD-973 and decisions made within 75 days from the date of receipt from the ACO.</p> <p>e. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.</p> <p>f. Questions about the status of change requests already submitted should be directed to the procuring activity.</p> <p>g. The period of time for evaluation and approval/disapproval of ECPs (90 days) and Deviation/Waiver (75 days) shall not constitute excusable delay in the performance of this contract by the contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of ECPs or deviation/waiver requests by the contractor shall not preclude the Government from exercising its rights under the default clause or any other provision of the contract. Further, any such submission shall not afford the contractor any basis for a delay claim or adjustment of the contract delivery schedule, provided the Government approves or disapproves the submission within a period of 90 days after receipt thereof by the contracting officer.</p> <p>*This standard has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: http://assist.daps.dla.mil</p>			
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 (JUN 2012)	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				
I46C05	52.246-9054	WARRANTY - ACCEPTANCE OF SUPPLIES (NOV 2011)	DLAD				
I48D01	NOTE 52.248-9C01	CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (OCT 2000)	DSCC				
<p>a. DEFINITIONS:</p> <p>(1) Engineering change. A change to the current approved configuration documentation of a configuration item at any point in the life cycle of the item.</p> <p>(2) Engineering change proposal (ECP). A proposed engineering change and the documentation by which the change is described, justified, and submitted to the Government for approval or disapproval.</p> <p>(3) Deviation. A specific written authorization, granted prior to the manufacture of an item, to depart from a particular requirement(s) of an item's current approved configuration documentation for a specific number of units or a specified period of time. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.)</p> <p>(4) Waiver. A written authorization to accept an item, which during manufacture, or after having been submitted for Government inspection or acceptance, is found to depart from specified requirements, but nevertheless is considered suitable for use 'as is' or after repair by an approved method.</p> <p>b. Contractor Responsibility. ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specifications or TDP. Cost saving improvements to the TDP should be submitted as a Value Engineering Change Proposal (VECP).</p> <p>NOTE: MIL-STD-973* allows ninety days to process routine ECPs. If the contractor needs a response in less than ninety days to meet contract requirements, the contractor should consider submitting a waiver or deviation along with the ECP.</p> <p>Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If an ECP is considered to be an emergency or urgent (as defined in MIL-STD-973), immediately notify the PCO. ECPs will be reviewed for a determination on criticality, and, if determined to be urgent or critical, the appropriate processing time-frame in paragraph 5.4.2.3.1.1 of MIL-STD-973</p>							
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				
<p>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</p>							
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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

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 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.

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