

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 9

1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE7L1-18-V-4452	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2018 MAR 27	4. REQUISITION/PURCH REQUEST NO. 0072620769	5. PRIORITY DO-C9
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6. ISSUED BY DLA LAND AND MARITIME LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 USA Local Admin: Laverne Hughes-Okale PLCLK1A Tel: 614-692-3500 Email: DLA.Land.Postaward.FLSEA@dla.mil	CODE	SPE7L1	7. ADMINISTERED BY (If other than 6) DLA LAND AND MARITIME LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 USA Criticality: C PAS: None	CODE	SPE7L1	8. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR NAME AND ADDRESS BRIGHTON CROMWELL LLC 111 CANFIELD AVE BLDG C 1-10 RANDOLPH NJ 07869-1119 USA	CODE	3NNX8	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 260 DAYS ADO	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
				12. DISCOUNT TERMS Net 30 days	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK Submit Invoices IAW DFARS 252.232-7003					

14. SHIP TO SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE	CODE		15. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE	SL4701	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input checked="" type="checkbox"/>	Reference your Offer/Quote dated 2018 FEB 28, BID00037757 furnish the following on terms specified herein.
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
BX: 97X4930 5CBX 001 2620 S33189

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	THE PURCHASE ORDER CLAUSES ARE APPLICABLE AS INDICATED IN THE DLA MASTER SOLICITATION FOR AUTOMATED SIMPLIFIED ACQUISITIONS REVISION 46 (FEBRUARY 7, 2018) WHICH CAN BE FOUND ON THE WEB AT http://www.dla.mil/Portals/104/Documents/J7Acquisition/Master%20Solicitation%20Rev-46%20February-7-2018.pdf?ver=2018-02-08-063754-70	735			

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA Deborah Ferrin Deborah.Ferrin@dla.mil BY: PLCL3Q2	 CONTRACTING/ORDERING OFFICER	25. TOTAL	\$52,912.65
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS		
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	32. PAID BY <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			34. CHECK NUMBER		
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		35. BILL OF LADING NO.		
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

DFARS 252.225-7001, BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM APPLIES.

This is a First Destination Transportation (FDT) program award. If this award is for FMS, these instructions do not apply.

1. CONUS AWARDEES SHIPPING TO ALL LOCATIONS: Transportation requirements for FDT awards are located in Procurement Note C15 - First Destination Transportation (FDT) Program, Government Arranged Transportation for Automated Awards and Procurement Note C20 - Vendor Shipment Module (VSM)

2. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT DESTINATION: Transportation requirements are located in Procurement Note C15 - First Destination Transportation (FDT) Program, Government Arranged Transportation for Automated Awards, Procurement Note C17 - FDT Program Shipments Originating from Outside the Contiguous United States and Procurement Note C20 - Vendor Shipment Module (VSM). The contiguous United States location identified in the awardee's offer is the FOB Origin pick-up point.

3. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT ORIGIN: Government arranged transportation utilizing DCMA's Shipping Instruction Request (SIR) web-based system applies. See Procurement Note C21 - Shipping Instruction Request (SIR).

SECTION B

PR: 0072620769
SUPPLIES/SERVICES:

2815011483771

FLYWHEEL, ENGINE

FLYWHEEL ASSEMBLY, AUTOMATIC TRANSMISSION.
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT: <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

CRITICAL APPLICATION ITEM

AM General LLC 34623 P/N 5740037
LANDMARK MANUFACTURING CORPORATION 5U403 P/N 10042
GENERAL MOTORS LLC DBA GENERAL 7X677 P/N 14077157

CLIN	PR	PRLI	UI	QUANTITY	UNIT PRICE	CURRENCY	TOTAL PRICE
0001	0072620769	0001	EA	735.000	71.99	USD	52,912.65

NSN/MATERIAL:2815011483771

QTY VARIANCE: PLUS 00.00% MINUS 00.00%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:

- ,,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
- ,,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

DELIVER FOB: ORIGIN DELIVER BY: 2018 DEC 12

PARCEL POST ADDRESS:

CONTINUED ON NEXT PAGE

SECTION B

CLIN: 0001 PR: 0072620769 PRLI: 0001 CONT'D

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

FOR TRANSPORTATION ASSISTANCE SEE DLAD 52.247-9034. FOR FIRST DESTINATION TRANSPORTATION (FDT) AWARDS SEE DLAD 52.247-9059 AND CONTRACT INSTRUCTIONS INSTEAD.

FREIGHT SHIPPING ADDRESS:

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

SECTION F - DELIVERIES OR PERFORMANCE**52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) (FAR)****SECTION I - CONTRACT CLAUSES****252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DoD OFFICIALS (SEPT 2011) (DFARS)****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEPT 2013) (DFARS)****252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) (DFARS)****252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (DFARS)****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) (DFARS)****252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016) (DFARS)****252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) (DFARS)****252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) (DFARS)****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (DFARS)**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both

SECTION I - CONTRACT CLAUSES (CONTINUED)

can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

*** When creating documents in Wide Area Workflow, both an invoice and receiving report are required for origin inspection awards or awards shipping to a DLA depot for stock regardless of inspection point (see clause 252.246-7000 for additional information regarding receiving reports). For awards requiring both a receiving report and invoice, a combo type document may be used. For awards in accordance with fast payment procedures, only create an invoice and check the Fast Payment Procedure in Wide Area Workflow. See clause 252.232-7006 for further Wide Area Workflow information. For service contracts, a two-in-one invoice is required. (DoDAAC information should be completed.)***

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

See Award

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See Resulting Award-Block 14 of 1155
Issue By DoDAAC	See Block 5 of Form SF18
Admin DoDAAC	See Resulting Award-Block 7 of Form 1155
Inspect By DoDAAC	If at Origin- see Admin DODAAC, if at Dest- see Ship to
Ship To Code	See Schedule in Section B of Form 1155
Ship From Code	TBD
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

See Block 24 of Form 1155_____

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

See Block 24 of Form 1155_____

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) (DFARS)

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

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) (DFARS)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (DFARS)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (FAR)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (FAR)

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

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

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2017) (FAR)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(c) FAR [52.252-2](#), Clauses Incorporated by Reference (Feb 1998). 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):

_For FAR and DFARS clauses: <https://www.acquisition.gov/>_____

_For DLAD Clauses: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>_____

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

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (FAR)

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

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

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (FAR)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JUL 2013) (FAR)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM 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].

(End of clause)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) (FAR)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) (FAR)