

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE4A7-14-M-7510	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2014 APR 04	4. REQUISITION/PURCH REQUEST NO. 0052287059	5. PRIORITY DO-A1
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6. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Local Admin: Kisha Payne PARFE10 Tel: 804-279-6656 Email: Kisha.Payne@dla.mil	CODE	SPE4A7	7. ADMINISTERED BY (If other than 6) DCMA LOS ANGELES 16111 PLUMMER STREET,BUILDING 10, 2 BLDG 10, 2ND FLOOR NORTH HILLS CA 91343-2036 USA Criticality: C PAS: None	CODE	S0512A	8. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR NAME AND ADDRESS HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA	CODE	81982	FACILITY	81982	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 230 DAYS ADO	11. X IF BUSINESS IS <input 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 See Block 15	

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 369031 COLUMBUS OH 43236-9031 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 2014 MAR 13 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 \$31900.00

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21.UNIT	22. UNIT PRICE	23. AMOUNT
	Award sent EDI, Do not duplicate shipment	20.000			

* 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 FRANCES WILHELM FRANCES.WILHELM@DLA.MIL BY: PARDACW	 CONTRACTING/ORDERING OFFICER	25. TOTAL 26. DIFFERENCES
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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.		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		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.

FOB: ORIGIN - INSPECTION/ACCEPTANCE AT DESTINATION:

INSPECTION/ACCEPTANCE LOCATION: SAME AS BLOCK 9, PAGE 1
INSPECTION/ACCEPTANCE OFFICE: SAME AS BLOCK 7, PAGE 1

MANUFACTURING & PACKAGING FACILITY:
81982

HYDRO-AIRE, INC. DBA
3000 WINONA AVE
BURBANK, CA 91504-2540
US

HYDRO-AIRE, INC. DBA IS EXPORT CONTROLLED CERTIFIED UNDER JCP CERTIFICATION NUMBER 0010659 WITH AN
EXPIRATION DATE OF 08/15/2014.

NOTIFICATION OF REJECTION OF UNILATERAL AWARD
(MAR 2001)

Unless this is a bilateral award, notice of rejection as described herein is required. 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 on a unilateral purchase order, you should promptly notify the DLA Aviation contract administrator in writing 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.

PACKAGING AND MARKING AND REQUIREMENTS (MAR 2004)

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

- Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.
- OCONUS shipments
- FMS shipments
- Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System.

(d) All items shall be marked in accordance with MIL-STD-129P. Hazardous items and shelf life items, as

CONTINUED ON NEXT PAGE

cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129P and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS locations are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

CONTINUED ON NEXT PAGE

SECTION B

SUPPLIES/SERVICES: 1650-00-317-5560

ITEM DESCRIPTION:

TUBE, HIGH PRESSURE
HYDRO-AIRE, INC. CAGE 81982
P/N: 86008
CRITICAL APPLICATION ITEM:
MARK IAW MIL-STD-130N(1), DATED 16 NOV 2012.
CONFIGURATION CONTROL APPLIES
SEE CLAUSE 52.246-9G36 (SECTION I).

HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (MANUFACTURERS)
52.246-11 Higher Level Contract Quality Requirement (Manufacturers)

FAR CLAUSE 52.246-11 APPLIES. A QUALITY MANAGEMENT PROGRAM MEETING THE REQUIREMENTS OF ISO 9001:2008; A PROGRAM COMPARABLE TO ISO 9001:2008 (EXAMPLE SAE AS 9100), THE FOLLOWING TAILORED VERSION OF ISO 9001:2008; OR A PROGRAM COMPARABLE TO THE TAILORED VERSION OF ISO 9001:2008 (EXAMPLE SAE AS 9003) IS REQUIRED. IN THE TAILORED VERSION OF THE ISO 9001:2008, ANY REFERENCES WHICH CITE THE ENTIRE INTERNATIONAL STANDARD ARE INTERPRETED AS EXCLUSIONS TO THIS DOCUMENT.
DLA TAILORED HIGHER LEVEL QUALITY CLAUSE FROM ISO 9001:2008

4.1 General requirements, [excluding reference to 1.2 and excluding NOTE 3 c)]
4.2.1 General, [excluding subparagraph a)]
4.2.2 Quality manual, [excluding subparagraph a)]
4.2.3 Control of documents
4.2.4 Control of records
5.1 Management commitment
5.3 Quality policy
6.2.2 Competence, training and awareness
6.4 Work environment
7.1 Planning of product realization, [excluding NOTE 2]
7.2.1 Determination of requirements related to the product
7.2.2 Review of requirements related to the product
7.2.3 Customer communication
7.3.7 Control of design and development changes
7.4.1 Purchasing process
7.4.3 Verification of purchased product
7.5.1 Control of production and service provision
7.5.3 Identification and traceability
7.5.4 Customer property
7.5.5 Preservation of product
7.6 Control of monitoring and measuring equipment
8.1 General, [excluding subparagraph b) and subparagraph c)]
8.2.2 Internal audit
8.2.4 Monitoring and measurement of product
8.3 Control of nonconforming product
8.5.2 Corrective action
8.5.3 Preventive action

EXPORT CONTROL APPLIES:

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 1650-00-317-5560 CONT'D

THIS ITEM HAS TECHNICAL DATA SOME OR ALL OF WHICH IS SUBJECT TO EXPORT-CONTROL REGULATIONS. DISTRIBUTION OF THE TECHNICAL DATA AND ELIGIBILITY FOR AWARD ARE LIMITED TO THOSE SUPPLIERS QUALIFIED THROUGH JCP CERTIFICATION, OR TO THOSE LICENSED BY EITHER THE DEPARTMENTS OF STATE OR COMMERCE; OR TO FOREIGN SUPPLIERS PURSUANT TO INTERNATIONAL AGREEMENTS.

TO APPLY FOR JCP CERTIFICATION, COMPLETE DD FORM 2345, "MILITARY CRITICAL TECHNICAL DATA AGREEMENT," FORM IS AVAILABLE AT THE WORLD WIDE WEB ADDRESS [HTTP://WWW.DLIS.DLA.MIL/JCP](http://www.dlis.dla.mil/jcp) OR BY WRITING TO:

DLA LOGISTICS INFORMATION SERVICE
FEDERAL CENTER
74 WASHINGTON AVE., NORTH
BATILE CREEK, MI 49017-3084

TO MANUFACTURE THIS ITEM, NON-JCP CERTIFIED SUPPLIERS MUST SUBMIT A CURRENT MANUFACTURING LICENSE AGREEMENT, TECHNICAL ASSISTANCE AGREEMENT, DISTRIBUTION AGREEMENT OR OFF-SHORE PROCUREMENT AGREEMENT APPROVED BY THE DIRECTORATE OF DEFENSE TRADE CONTROLS WITH THE OFFER, UNLESS AN EXEMPTION UNDER THE PROVISIONS OF ITAR SECTION, 125.4 "EXEMPTIONS OF GENERAL APPLICABILITY," AND/OR EAR PART 740 ARE APPLICABLE.

NON-JCP CERTIFIED SUPPLIERS SEEKING EXPORT CONTROLLED TECHNICAL DATA ARE REQUIRED TO PROVIDE THE CONTRACTING OFFICER WITH AN APPLICABLE AGREEMENT OR IDENTIFY WHICH ITAR/EAR EXEMPTION APPLIES TO RECEIVE A COPY OF THE EXPORT CONTROLLED TECHNICAL DATA.

NOTE: JCP CERTIFIED CONTRACTORS WHO RECEIVE TECHNICAL DATA PURSUANT TO THEIR DD FORM 2345 CERTIFICATION MAY NOT FURTHER DISSEMINATE SUCH DATA UNLESS FURTHER DISSEMINATION OF THE TECHNICAL DATA IS EXPRESSLY PERMITTED BY DODD 5230.25."

SAMPLING:

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2008, DATED JAN 1, 2008. ANY ALTERNATE PLAN MUST BE APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS IS REQUIRED

2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.

CRITICAL APPLICATION ITEM

HYDRO-AIRE, INC. DBA 81982 P/N 86008

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SECTION B

SUPPLY/SERVICE: 1650-00-317-5560 CONT'D

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1650-00-317-5560 TUBE,HIGH PRESSURE,	20.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2014 NOV 20

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph

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

- ,,All containers shall meet ASTM D4169, Standard Practice for Performance Testing of Shipping Containers and Systems.
- ,,All Section D Packaging Clauses take precedence over ASTM D3951.
- ,,In addition to requirements in MIL-STD-129P, all Labeling and Marking shall have a Method of Preservation of Commercial Pack applied to the MIL-STD-129 identification labels on all shipping containers, including the unit and intermediate levels. The Method of Preservation (M) of Commercial Pack (CP) shall be applied to all labels and marking as "MCP."
- ,,For all shipments of packaged materiel to the Government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required in accordance with MIL-STD-129. See DLAD 52.211-9010 for exceptions to the Military Shipment Label (MSL) requirement. When the MSL is required, the Transportation Control Number (TCN) is not an exception and must always be present. TCN construction is detailed in DTR 4500.9-R (Appendix L).
- ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over ASTM D3951.
- ,,Loose-fill cushioning and dunnage materials are prohibited in all shipments to DOD customers.
- ,,Unitization in accordance with MIL-STD-147, Palletized Unit Loads, is required for all shipments to the DOD activities.

PARCEL POST ADDRESS:

SW3210

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 1650-00-317-5560 CONT'D

DLA DISTRIBUTION DEPOT HILL
7537 WARDLEIGH RD
HILL AFB UT 84056-5734
US

SUPPLIERS SHOULD ACCESS DPMS AT [HTTPS://VSM.DISTRIBUTION.DLA.MIL](https://vsm.distribution.dla.mil), OR CALL 1-800-456-5507 FOR TRANSPORTATION AND SHIPPING ASSISTANCE.

FREIGHT SHIPPING ADDRESS:

SW3210
DLA DISTRIBUTION DEPOT HILL
7537 WARDLEIGH RD BLDG 849W
HILL AFB UT 84056-5734
US

GOVT USE

ITEM	PR	External		External	External	Customer RDD/
		PRLI	PR	PRLI	Material	Need Ship Date
0001	0052287059	0001	N/A	N/A	N/A	N/A

SECTION D - PACKAGING AND MARKING

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

(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—

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, 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	DoDAAC

(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, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier 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 RFID 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 ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (MAR 2012) DLAD

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

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

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

SECTION E - INSPECTION AND ACCEPTANCE

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) FAR

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
<input type="checkbox"/>	ISO 9001:2008			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(End of clause)

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

52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) DLAD

52.246-9004 PRODUCT VERIFICATION TESTING (JAN 2013) DLAD

52.246-9007 INSPECTION AND ACCEPTANCE AT DESTINATION (AUG 2007) DLAD

SECTION F - DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

 (b) The permissible variation shall be limited to:
 0 Percent increase
 0 Percent decrease
 This increase or decrease shall apply to ALL .

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

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

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

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

52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD

Mail instructions (not applicable to Army Post Office (APO) or Fleet Post Office (FPO) addresses):

(a) Route domestic shipments within mail limitations as follows based on the transportation priority (TP) reflected in the "mark for" data with each contract line item number (CLIN). Commercial small parcel carrier (e.g., United Parcel Service (UPS) or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by commercial small parcel carrier.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-14-M-7510	PAGE 10 OF 13 PAGES
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- (2) Ship TP 1 and 2 (IPD 01-08) by priority mail or most economical comparable mode.
 - (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by surface parcel post (Fourth Class) or most economical comparable mode.
 - (4) The cost of parcel post insurance will not be paid by the Government.
 - (b) Freight instructions (domestic).
 - (1) Ship all NMCS, 777, and 999, regardless of TP or distance by commercial small parcel carrier.
 - (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use air freight and specify air on the invoice. Exceptions: if destination is within 600 miles of origin, use regular surface transportation.
 - (3) For all other freight shipments, contact the cognizant transportation officer for delivery and carrier routing instructions.
 - (4) Advance telephonic notice of delivery must be given by the carrier to the consignee's transportation officer (transport control/prelodge desk) at least 24 hours prior to delivery of freight shipments (other than small parcels). Bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within the contiguous United States (CONUS) and Canada are shown "in the clear" with each individual CLIN on schedule continuation sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on schedule continuation sheet(s) in each order.
- (End of Clause)

52.247-9038 SHIPPING INSTRUCTION FOR DLA DIRECT ACQUISITIONS (NOV 2011) DLAD

52.247-9039 ALASKA REMOTE SUPPLY (PROJECT CODE 175) (SEP 2009) DLAD

52.247-9056 ADDENDUM TO FAR 52.247-29 FREE ON BOARD (F.O.B.) ORIGIN (SEP 2012) DLAD

The offeror/contractor shall identify the location of origin below.
 Same as Offeror (the Offeror shall fill in the city and state):
 Other (the Offeror shall fill-in the city and state):

City

State

52.247-9059 F.O.B. Origin, Government Arranged Transportation (OCT 2013) DLAD

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD

52.247-9058 FIRST DESTINATION TRANSPORTATION (FDT) PROGRAM - SHIPMENTS ORIGINATING FROM OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS) (JUL 2013) (DLAD)

- (a) Contiguous United States (CONUS) is defined as being in the 48 contiguous states and the District of Columbia.
 - (b) This acquisition is being conducted under the Firste Destination Transportation (FDT) Initiative. Delivery Terms are f.o.b. origin. Inspection and acceptance by the Government will occur at destination unless otherwise specified in the solicitation.
 - (c) For Offerors whose shipments will originate from outside CONUS (OCONUS), the Offeror's f.o.b. origin price shall include transportation to a CONUS location that the Offeror selects based on cost-effectiveness or other variables at the Offeror's discretion. This location shall be deemed the origin point for purposes of the f.o.b. origin terms and conditions of the solicitation/order/contract. The Offeror shall identify this CONUS location as the pick-up point in the Vendor Shipment Module (VSM) at <https://vsm.distribution.dla.mil>.
- (End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

SECTION I - CONTRACT CLAUSES

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

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

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (MAY 2013) DFARS

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR

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

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

NO

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

52.211-9002 PRIORITY RATING (NOV 2011) DLAD

52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2013) FAR

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

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

52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

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

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52.222-50 COMBATting TRAFFICKING IN PERSONS (FEB 2009) FAR

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

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

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012), ALT I (JAN 2014) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS

52.232-01 PAYMENTS (APR 1984) FAR

52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-25 PROMPT PAYMENT (OCT 2008) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

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

52.233-01 DISPUTES (JUL 2002) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013) FAR

52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

52.252-02 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): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/> .
(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) 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, 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.*);

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- (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.
(End of clause)

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