ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF12						
CONTRACT/PURCH ORDER/AGREEMENT NO. 2. DELIVERY ORDER/CALL NO.				3. DATE OF ORDE	R/CALL 4. REQUISITION/PURCH REQUEST NO.		5. PRIORITY					
SPE4A7-16-M-2635				(YYYYMMMDD) 2015 DEC	11	11 0061115651		DO-A1				
6. ISSUED BY CODE SPE4A7 7.					7. AD	MINISTERED BY (If	other than	6) CODE S	0512A		8. DELIVERY FOB	
ASC SU			AND AF DIV				IA LOS ANGELES 1 PLUMMER STREET,B	UILDING 10,	2			DESTINATION
RICHM	EFFERSON OND VA 2		IWY			BLD	G 10, 2ND FLOOR TH HILLS CA 91343-20					X OTHER
			AKHTAR PARWC21 Tel: 804-2 R@DLA.MIL	79-3568 Fax: 804-	279-6055	USA Critic	cality: C PAS: None					(See Schedule if other)
	TRACTO			CODE 8	31982	F	ACILITY 81982		10. DELIVER TO	FOB POIN	NT BY (Date)	11. X IF BUSINESS IS
								(YYYYMMMDD) 170 DAYS ADO		SMALL		
	HYD	RO-AI	RE, INC. DBA						12. DISCOUNT T			SMALL DISAD- VANTAGED
NAME AND			NA AVE						Net 30 days			WOMEN-OWNED
ADDRES	ss USA		CA 91504-2540					13. MAIL INVOICES TO THE ADDRESS IN			IN BLOCK	
									See Block	15		
14. SHIP	то			CODE		15. PA	YMENT WILL BE M	ADE BY	CODE S	L4701		MARK ALL
				_			EF FIN AND ACC	DUNTING	SVC			PACKAGES AND PAPERS WITH
SEE	SCHE	DULE,	DO NOT SHIP TO ADD	DRESSES OF	N THIS PAGE	BS P (ом О ВОХ 182317					IDENTIFICATION
							DLUMBUS OH 43	218-2317	•			NUMBERS IN BLOCKS 1 AND 2.
46	DELIVE	RY/				US						
16. TYPE	CALL		This delivery order/ca	ll is issued on a	another Government	agency	or in accordance w	ith and sub	ject to terms and co	onditions o	of above numb	pered contract.
OF	PURCH	ASE X	7		ted 2015 NOV 05							terms specified herein.
ORDER			ACCEPTANCE. THE (BEEN OR IS NOW MO	DIFIED, SUBJE	CT TO ALL OF THE	THE OF TERMS	AND CONDITIONS S	SET FORTH	, AND AGREES TO	PERFORM	THE SAME.	PREVIOUSLY HAVE
	NAME C	E CON	TRACTOR	SI	GNATURE			TYPET	NAME AND TITLE			DATE SIGNED
If th			supplier must sign Accept			r of con	iec.		7.10.1111271.12			(YYYYMMMDD)
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11. 400		o Alto i	AT NOT MATION DATA	LOOAL GOL								
BX:	97X493	0 5CB	(001 2620 S33189 \$5	954.00								
18. ITEM	M NO.		19. SCH	EDULE OF SU	PPLIES/SERVICES				. QUANTITY ED/ ACCEPTED*	21UNIT	22. UNIT PRICE	23. AMOUNT
			Δward se	nt EDL Do no	ot duplicate shipm	ent						
					y Authorized	OTTE		26.000				
				•						<u> </u>		
			the Government is d, indicate by X.		STATES OF AMERI CES WILHELM	ĴΑ	1.	. ^	Wilhelm		. TOTAL	
If differe	ent, enter	actual q	uantity accepted below	FRANC	CES.WILHELM@[DLA.MI	L				FFERENCES	
	ordered			BY: PARDA	ACW		CO	NTRACTIN	IG/ORDERING OFF	ICER		
_					CONFORMS TO							
	SPECTE		HORIZED GOVERNMEN		EXCEPT AS NOTED		DATE	4 DDINIT	ED NAME AND TITLE	OF AUTU	0017ED 001/E	
D. SIGI	VATURE	OF AUT	HORIZED GOVERNINEN	I KEFKESENI	ATIVE	0.	(YYYYMMMDD)	a. PRINTI	ED NAME AND TITLE	OF AUTHO	URIZED GOVE	RNMENT REPRESENTATIVE
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 28. SHIP. NO.					8. SHIP. NO.	29. D.O.	VOUCHER NO.	30	0. INITIALS			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE									-			
 					PARTIAL	32. PAID	ВҮ	33	3. AMOUNT V	ERIFIED CORRECT FOR		
f. TELEPHONE NUMBER g. E-MAIL ADDRESS						FINAL						
l				31	I. PAYMENT			34	4. CHECK NU	MBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					COMPLETE							
a. DATE		b. SIGI	NATURE AND TITLE OF CERTI	FYING OFFICER			PARTIAL			35	5. BILL OF LA	DING NO.
,	(YYYYMMMDD) FINAL											
37. REC	EIVED	38. RE	CEIVED BY (Print)		39. DATE RECEIV		. TOTAL CON- TAINERS	41. S/R A	CCOUNT NUMBER	₹ 42	2. S/R VOUCH	IER NO.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-16-M-2635

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Solicitation is hereby incorporated by reference and made a part of the resultant contract.

FOB: ORIGIN I/A: ORIGIN

First Destination Transportation (FDT) TAC - S8AF Second Destination Transportation (SDT) TAC - S9NA

THIS IS A CRITICAL APPLICATION ITEM.

CONFIGURATION CONTROL APPLIES

52.246-9G36 CONFIGURATION CONTROL (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DLA Aviation will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm

- (a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and approved as provided for at (b) below.
- (b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
- (3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.
- (4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.
- (5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.
- (6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.
- (7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

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252.204-7008 Requirements for Contracts Involving Export-Controlled Items. As prescribed in 204.7304(a), use the following clause:

REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS (APR 2010)

- (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 of 1976 (22 U.S.C. 2751, et seq.); 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;
- (f) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts. items.
- 13-1A-9G 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.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-16-M-2635	PAGE 4 OF 12 PAGES
	NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BESTER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.	T VALUE SYSTEM
SOONE IT THIS ONDER IS EATH	A CHACELLE III CIMEN IMIN IME GOVERNMENT O REGOLOT.	
	CONTINUED ON NE	XT PAGE

SECTION B

SUPPLIES/SERVICES: 1650-00-321-6172

ITEM DESCRIPTION:

SHAFT, PILOT, VALVE, HYDRAULIC BOOTSTRAP

MIL-STD-130N(1) DATED 16 NOV 2012. IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

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. MIL-I-45208 AND MIL-Q-9858 ARE OBSOLETE AND NO LONGER CONSIDERED SUITABLE WHEN HIGHER LEVEL QUALITY 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

SAMPLING:

CONTINUATION SHEET

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SECTION B

SUPPLY/SERVICE: 1650-00-321-6172 CONT'D

IF THE APPLICABLE (OEM OR MILITARY) DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY LEVEL (AQL), IT MAY BE USED TO ESTABLISH THE AUTHORIZED SAMPLE SIZE. HOWEVER THE SAMPLING ACCEPTANCE NUMBER SHALL BE REDUCED TO ZERO (0). EVEN THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE SAMPLE SIZE REMAINS THE SAME. UNLESS OTHERWISE SPECIFIED IN THE OEM OR MILITARY DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISIONS (QAPs) CHARACTERISTICS CLASSIFIED AS CRITICAL, MAJOR AND MINOR SHALL HAVE AN ASSIGNED AQL OF 0.10, 1.0, AND 4.0 RESPECTIVELY. ASQ H1331 TABLE 1 OR MIL-STD-1916 SHALL TAKE PRECEDENCE OVER MIL-STD-105 AND ASQ Z1.4. THESE PLANS ACCEPT ON ZERO DEFECTS AND REJECT THE ENTIRE LOT ON ONE DEFECT. A ZERO BASED SAMPLING PLAN SHALL BE USED, UNLESS OTHERWISE SPECIFIED BY CONTRACT.

CRITICAL APPLICATION ITEM

HYDRO-AIRE, INC. DBA 81982 P/N 86004-1

ITEM NO. SUPPLIES/SERVICES QUANTITY

UNIT UNIT PRICE

EΑ

AMOUNT

0001 1650-00-321-6172 26.000

SHAFT, PILOT VALVE

, Н

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2016 MAY 31

PLACE of INSPECTION for PACKAGING:

9A289

DOUBLE J PACKAGING CO INC

9834 GLENOAKS BLVD

SUN VALLEY CA 91352-1046

USA

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED IN ACCORDANCE WITH ASTM D 3951.

SECTION B

SUPPLY/SERVICE: 1650-00-321-6172 CONT'D

Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply: \bullet ,,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
- •,, The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

PARCEL POST ADDRESS:

SW3210 DLA DISTRIBUTION DEPOT HILL 7537 WARDLEIGH RD HILL AFB UT 84056-5734

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:

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

GOVT USE

			External	External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0061115651	0001	N/A	N/A	N/A	N/A

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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 IIIP 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, reparable 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.epcqlobalinc.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 <u>252.232-7003</u>, 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/.

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(End of clause)						
52.211-9010 SHIPPING LAB	EL REQUIREMENTS -	MILITARY-STA	NDARD (MIL-STD) 129P	(APR 2014	4) DLAD	
52.211-9010 SHIPPING LAI DLAD	BEL REQUIREMENTS –	MILITARY STA	NDARD (MIL-STD) 129P	(NOV 201	1), ALT I (AUG 2005)	
52.211-9095 PALLETIZATIO	ON OF SHIPMENTS (SE	P 2012) DLAD)			
52.246-9062 REPACKAGING	G TO CORRECT PACK	GING DEFICIE	NCIES (SEP 2008) DL	AD		
52.247-9012 REQUIREMEN	TS FOR TREATMENT O	F WOOD PACK	AGING MATERIAL (WPI	VI) (FEB 20	007) DLAD	
SECTION E - INSPECTION A	ND ACCEPTANCE					
52.246-01 CONTRACTOR IN	ISPECTION REQUIREM	ENTS (APR 19	984) FAR			
52.246-2 INSPECTION OF S	UPPLIES FIXED PRICE	(AUG 1996)	FAR			
52.246-11 HIGHER-LEVEL (CONTRACT QUALITY R	EQUIREMENT	(DEC 2014) FAR			
The Contractor shall comply w indicate its selection by checki			ted below. [If more than o	ne standard	is listed, the offeror shall	
Title	Number	Date	Tailoring			
[] ISO 9001:2000						
0						
n l						
[Contracting Officer insert the (End of clause)	title, number (if any), date	e, and tailoring (i	f any) of the higher-level of	uality stand	lards.]	
52.246-15 CERTIFICATE OF	CONFORMANCE (AP	R 1984) FAR				
252.246-7000 MATERIAL IN	SPECTION AND RECEI	VING REPORT	(MAR 2008) DFARS			
52.246-9003 MEASURING A	ND TEST EQUIPMENT	(JAN 2014) D	LAD			
52.246-9008 INSPECTION A	ND ACCEPTANCE AT	ORIGIN (NOV	2011) DLAD			
 (a) Inspection and Acceptance are at Origin. (b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror. (c) The Offeror shall indicate below the location where supplies will be inspected: Supplies: Plant: 						
Commercial and Government Entity (CAGE) Code: 81982						
Street:						
City/State/Zip:						
Applicable to contract line-item(s) (CLIN(s):						
(d) The Offeror shall indicate below the location where packaging will be inspected: Packaging: [] Same as for supplies, or, Plant:						

CONTINUED ON NEXT PAGE

	SPE4A7	7-16-M-2635		
Cage Code: 9A289			<u> </u>	
Street:				
City/St/Zip:				
Applicable to clin(s):				

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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

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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

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

52.204-02 SECURITY REQUIREMENTS (AUG 1996) FAR

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS

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

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

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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 accepta processes in lieu of military or Federal specifications or standa (Offeror insert information for each SPI process) SPI Process:	ble for this procurement, the Contractor shall use the following SPI ards:				
Facility:					
Military or Federal Specification or Standard:	_				
Affected Contract Line Item Number, Subline Item Number, Component, or Element:					

52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (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 (JAN 2014) FAR

52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) 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

252.225-7013 DUTY-FREE ENTRY (NOV 2014) 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 (JUL 2013) 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 (MAY 2014) 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 (APR 2015) FAR

52.246-9000 CERTIFICATE OF QUALITY COMPLIANCE (DEC 1994) DLAD

52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD

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52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) DLAD

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA (APR 2014) DFARS

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

252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS

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 seg.);
 - (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. (End of clause)