


| ORDER FOR SUPPLIES OR SERVICES | | | | | | | | | | PAGE 1 OF 11 | | | |
|---|--|--|----------------------------|---|--|---|--|---|----------------------|--|--|---------------------------|--|
| 1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE4A7-16-M-3232 | | | 2. DELIVERY ORDER/CALL NO. | | 3. DATE OF ORDER/CALL (YYYYMMDD) 2016 JAN 04 | | 4. REQUISITION/PURCH REQUEST NO. 0059780844 | | 5. PRIORITY DO-A1 | | | | |
| 6. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Local Admin: MOHAMMAD AKHTAR PARWC21 Tel: 804-279-3568 Fax: 804-279-6055 Email: MOHAMMAD.AKHTAR@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 | | | |
| 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) 165 DAYS ADO | | 8. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule if other) | | | |
| | | | | | | | | 12. DISCOUNT TERMS Net 30 days | | 11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED | | | |
| | | | | | | | | 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 182317 COLUMBUS OH 43218-2317 USA | | | | CODE SL4701 | | | |
| 16. TYPE OF ORDER DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/> | | | | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. | | | | | | | | | |
| | | | | Reference your Offer/Quote dated 2015 AUG 11 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 \$6640.00 | | | | | | | | | | | | | |
| 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 | | | | 40.000 | | | | | | | |
| * 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 REGINA LAWRENCE REGINA.LAWRENCE@DLA.MIL BY: PARFF31 | | | | 25. TOTAL \$6,640.00 | | | |
| | | | | | |  CONTRACTING/ORDERING OFFICER | | | | 26. DIFFERENCES | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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 | | 33. AMOUNT VERIFIED CORRECT FOR | | | |
| | | | | | | 31. PAYMENT | | | | 34. CHECK NUMBER | | | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | | COMPLETE | | | | 35. BILL OF LADING NO. | | | |
| a. DATE (YYYYMMDD) | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | PARTIAL | | | | | | | |
| | | | | | | FINAL | | | | | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED (YYYYMMDD) | | 40. TOTAL CONTAINERS | | 41. S/R ACCOUNT NUMBER | | 42. S/R VOUCHER NO. | | | |

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Solicitation SPE4A715TL571 is hereby incorporated by reference and made a part of the resultant purchase order.

Accelerated delivery/partial shipments authorized at no additional cost to the government.

DLA aviation contracting officer grants permission for the engineering support activity and/or the testing facility to conduct clarifications directly with the suppliers. However, any clarifications that result in necessary changes to contract language, technical specifications, etc. shall be addressed with the post award contracting officer.

First Destination Transportation (FDT) TAC - S8AF
 Second destination Transportation (SDT) TAC - Contact TAC@dla.mil

Those are the correct TACs for non-FMS requisitions for Aviation-managed items.
 First Destination Transportation (FDT) TAC - S8AF
 Second Destination Transportation (SDT) TAC - S9NA

This purchase order is being issued under the First Destination Transportation (FDT) program. For FDT program transportation requirements, see DLAD clause 52.247-9059, FOB Origin, government arranged transportation and 52.247-9058, First Destination Transportation (FDT) Program-Shipments originating outside the contiguous United States (OCONUS). Additional information about FDT can be found on the FDT website (<http://www.dla.mil/FDTPI/>).

FOB Point: Origin - Burbank, California United States

- Govt. Inspection Point: Origin

Place of Insp - Supplies CAGE: 81982 Place of Insp - Packaging CAGE: D

Place of Inspection for Packaging and Acceptance of Supplies:
 CAGE: 9A289
 DOUBLE J PACKAGING CO INC.
 9834 GLENOAKS BLVD
 SUN VALLEY, CA, 91352-1046

- SPI Process Proposed: No

| | | |
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SECTION B

SUPPLIES/SERVICES: 1650-00-317-5578
MFR. CAGE: 81982 P/N: 86031

ITEM DESCRIPTION:

CAP, PRESSURE CYLINDER.

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

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2003 (R2013). ANY ALTERNATE PLAN MUST BE

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 1650-00-317-5578 MFR. CAGE: 81982 P/N: 86031 CONT'D

APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO
DEFECTS IS REQUIRED2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE
FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.

HYDRO-AIRE, INC. DBA 81982 P/N 86031

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|--------------|-------------|
| 0001 | 1650-00-317-5578 CAGE/PN: 81982 86031 CAP,PRESSURE CYLIND | 40.000 | EA | \$ 166.00000 | \$ 6,640.00 |

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2016 JUN 17

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 STANDARD COMMERCIAL 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.

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SECTION B

SUPPLY/SERVICE: 1650-00-317-5578 MFR. CAGE: 81982 P/N: 86031 CONT'D

PARCEL POST ADDRESS:

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

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

GOVT USE

| | | External | | External | External | Customer RDD/ |
|------|------------|----------|-----|----------|----------|----------------|
| ITEM | PR | PRLI | PR | PRLI | Material | Need Ship Date |
| 0001 | 0059780844 | 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 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, 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/>.

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(End of clause)

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) 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: | 2000 | |
| <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 (MAR 2014) DLAD

52.246-9008 INSPECTION AND 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:

HYDRO-AIRE, INC.

Commercial and Government Entity (CAGE) Code: 81982

Street: 3000 WINONA AVE

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

Applicable to contract line-item(s) (CLIN(s):
0001

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging:

[] Same as for supplies, or,

Plant:

DOUBLE J PACKAGING CO INC.

Cage Code: 9A289

Street: 9834 GLENOAKS BLVD

City/St/Zip: SUN VALLEY, CA, 91352-1046 ,

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| <p>Applicable to clin(s): 0001</p> <hr/> <p>****</p> <p>SECTION F - DELIVERIES OR PERFORMANCE</p> <p>52.211-16 VARIATION IN QUANTITY (APR 1984) FAR</p> <p>****</p> <p>(b) The permissible variation shall be limited to: 0 Percent increase 0 Percent decrease This increase or decrease shall apply to ALL .</p> <p>52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR</p> <p>52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR</p> <p>52.247-9059 F.O.B. Origin, Government Arranged Transportation (OCT 2013) DLAD</p> <p>52.247-9058 FIRST DESTINATION TRANSPORTATION (FDT) PROGRAM - SHIPMENTS ORIGINATING FROM OUTSIDE THE CONTIGUOUS UNITED STATES (CONUS) (JUL 2013) (DLAD)</p> <p>(a) Contiguous United States (CONUS) is defined as being in the 48 contiguous states and the District of Columbia.</p> <p>(b) This acquisition is being conducted under the First 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.</p> <p>(c) For Offerors whose shipments will originate from outside CONUS (CONUS), 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.</p> <p>(End of Clause)</p> <p>SECTION H - SPECIAL CONTRACT REQUIREMENTS</p> <p>52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD</p> <p>(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.</p> <p>(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.</p> <p>(End of Clause)</p> <p>SECTION I - CONTRACT CLAUSES</p> <p>52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) FAR</p> <p>252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015) DFARS

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

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

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

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:**

Facility:

Military or Federal Specification or Standard:

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

- 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**
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015), ALT I (MAR 2015) FAR**

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(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

| Document Title: | Document may be obtained from: | Applies performance to in/at: |
|-----------------|--------------------------------|-------------------------------|
| | | |
| | | |

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

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 (NOV 2014) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 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 (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

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

252.247-7023 TRANSPORTATION 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)

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized 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.

(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

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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 seq.*);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
 - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
 - (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.
- (End of clause)