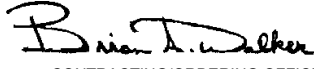


ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 11			
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE7MC-16-M-1169			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2015 NOV 06		4. REQUISITION/PURCH REQUEST NO. 0059806617		5. PRIORITY DO-A1				
6. ISSUED BY DLA LAND AND MARITIME MARITIME HARDWARE/ELECTRICAL P O BOX 3990 COLUMBUS OH 43218-3990 USA Local Admin: William Manning PMCMKDD Tel: 614-692-9748 Fax: 614-692-2474 Email: DLA.Maritime.Postaward.FMSE2@dlia.mil			CODE SPE7MC		7. ADMINISTERED BY (If other than 6) DLA LAND AND MARITIME MARITIME HARDWARE/ELECTRICAL P O BOX 3990 COLUMBUS OH 43218-3990 USA Criticality: C PAS: None			CODE SPE7MC		8. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR NAME AND ADDRESS HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA			CODE 81982		FACILITY		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 182317 COLUMBUS OH 43218-2317 USA			CODE SL4701		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
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 2015 AUG 14 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 \$22284.00													
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				2.000							
* 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 Brian Walker BRIAN.WALKER@DLA.MIL BY: PMCMSC2				25. TOTAL					
				 CONTRACTING/ORDERING OFFICER				26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN													
<input type="checkbox"/> INSPECTED		<input type="checkbox"/> 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		33. AMOUNT VERIFIED CORRECT FOR					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. 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.			

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THE PURCHASE ORDER CLAUSES ARE APPLICABLE AS INDICATED IN THE REVISION OF THE DLA MASTER SOLICITATION FOR EPROCUREMENT AUTOMATED SIMPLIFIED ACQUISITIONS IN EFFECT ON THE AWARD DATE. ALL REVISIONS OF THE DLA MASTER SOLICITATION FOR EPROCUREMENT AUTOMATED SIMPLIFIED ACQUISITIONS CAN BE FOUND ON THE WEB AT:
http://www.dla.mil/Acquisition/Pages/Automaster_EProcurement.aspx

This is a First Destination Transportation (FDT) program award. If this award is for FMS or has an APO/FPO ship-to address, these instructions do not apply and normal procedures should be followed.

1. CONUS AWARDEES SHIPPING TO ALL LOCATIONS: Transportation requirements for FDT awards are located in DLAD clauses 52.247-9059 F.o.b. Origin, Government Arranged Transportation and 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS).
2. OCONUS AWARDEE SHIPPING TO CONUS DESTINATION: If awardee is outside the continental United States (OCONUS) and is shipping to a location in the continental United States (CONUS), transportation requirements are located in DLAD clauses 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS) and 52.247-9059 F.O.B. Origin, Government Arranged Transportation.
3. OCONUS AWARDEE SHIPPING TO OCONUS LOCATION: If awardee is outside the continental United States (OCONUS) and is shipping to a location outside the continental United States (OCONUS), contact the Transportation Office at delivery@dlamail.com with "FDT OCONUS Shipment" in the subject line for instructions. Transportation requirements are located in DLAD clauses 52.247-9058, First Destination Transportation (FDT) Program - Shipments originating outside the contiguous United States (OCONUS) and 52.247-9059 F.O.B. Origin, Government Arranged Transportation.
4. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT ORIGIN: If awardee is outside the continental United States (OCONUS) and Inspection and Acceptance are at Origin, normal DCMA transportation procedures should be followed and paragraphs 1 and 2 above do not apply.

DFARS 252.204-7008-Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-00001) (OCT 2015) and DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-00001) (OCT 2015) are incorporated by reference via the DPAP class deviation website (http://www.acq.osd.mil/dpap/dars/class_deviations.html) .

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (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 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.)

(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 Page 1
Issue By DoDAAC	See Page 1
Admin DoDAAC	See Page 1
Inspect By DoDAAC	See Award
Ship To Code	See Award
Ship From Code	See Award/Purchase Order if applicable
Mark For Code	See Award/Purchase Order if applicable
Service Approver (DoDAAC)	See Award/Purchase Order if applicable
Service Acceptor (DoDAAC)	See Award/Purchase Order if applicable
Accept at Other DoDAAC	See Award/Purchase Order if applicable
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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.

Additional email notifications are not required.

(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.

Contact the local contract administrator found in block 6 of the DD 1155, block 9 of the SF 1449, or block 5 of the SF 26.

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

(End of clause)

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SECTION B

SUPPLIES/SERVICES: 4820-00-905-2468

ITEM DESCRIPTION:

VALVE, SAFETY RELIEF

Configuration Change Management - Engineering Change Proposal, Requests for Variance (Deviation or Waiver) February 2015

1. Requirements

A. The Configuration Change Management section of SAE EIA-649-1 Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for Configuration Control of material purchased under this contract.

B. Furnished item(s) shall conform to the approved configuration requirements/revision specified, unless a Pre-Production Request for Variance (deviation) or a Post-Production Request for Variance (waiver), is processed and approved as provided by Paragraph 3. in this Standard Text Object (STO). Hereafter, the term #Request for Variance (RFV)# will also include Requests for Deviations and Waivers.

2. The definitions from EIA-649-1 apply to items being procured under this solicitation/contract, with the following clarification of Deviation & Waiver:

A. Pre-Production RFV (previously known as deviation) requests permission to produce a product that does not conform to contract requirements/documentation for a limited amount of time and for specified effectivity. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.).

B. Post-Production RFV (previously known as waiver) requests approval of product found during manufacture, or after having been submitted for Government inspection or acceptance, that departs from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method.

3. Contractor responsibilities.

A. An Engineering Change Proposal (ECP) is used to make permanent changes in the Government technical data package (TDP). Pending approval of an ECP, contractual relief should be requested in writing by the Contractor using a RFV.

B. Refer to FAR Part 48 Value Engineering for cost saving improvements to the Technical Data Package (TDP).

C. All ECPs submitted by the Contractor will be deemed routine. If the Contractor considers an ECP as an emergency or urgent; they shall include in their ECP submittal an explanation and all applicable supporting documentation. All ECPs will be reviewed for a determination on criticality, and, if concurred to be an emergency, the appropriate processing time-frame negotiated with the ESAs will be followed and the Contractor will be notified of anticipated response time.

D. For ECPs, Specification Change Notices (SCNs) or RFV, the Contractor must submit the applicable documentation listed in sub-paragraphs D.(1) through D.(4) to the Administrative Contracting Officer(ACO), with an information copy to the Procuring Contracting

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SECTION B

SUPPLY/SERVICE: 4820-00-905-2468 CONT'D

Officer (PCO). Failure to submit a complete legible package may result in return of the ECP/RFV without processing.

(1) Documentation listed in Paragraph 3.3.1 (for ECPs), 3.3.2 (RFV), 3.3.3 (for SCNs) or 3.3.4 (for Notices of Revision (NORs)) of the latest revision of EIA-649-1.

(2) DD Form 1692 (current revision) for ECP.

(3) DD Form 1694 (current revision) for RFV.

(4) DD Form 1695 (current revision) for NOR.

4. DLA#s responsibilities:

A. Upon receipt of the ECP or RFV, the PCO will ensure that the applicable product specialist receives the copy from DCMA.

B. Within five (5) working days from the date of receipt of the Contractor's ECP or RFV from DCMA, the PS must submit the requests and any supporting documentation via a 339 to the appropriate Engineering Support Activity (ESA), when applicable.

C. Routine ECPs will be processed within 90 days from receipt by the ESA. RFVs will be evaluated and processed within 30 days from receipt by the ESA or as negotiated with the ESA.

(1) The contractor will be notified in writing of approval by the return of an approved copy of the ECP or RFV. Approval will be reflected by signature of the contracting activity or a review activity specifically identified in the contract.

(2) The contractor will be notified in writing of disapproval including reason(s) for disapproval.

5. For an approved RFV or an approved ECP, when the request affects the Contract, a modification will be issued to the contract incorporating the applicable requirement changes. Only a Contracting Officer is authorized to issue a modification incorporating the approved RFV and/or ECP.

6. Questions regarding the status of previously submitted ECP or RFV should be directed to the PCO.

7. The submission of an ECP or RFV by the Contractor does not affect the required delivery date of the contract. If a delivery date change is needed, it must be negotiated with the Contracting Officer and documented via modification to the contract.

8. The period of time for evaluation and approval/disapproval of an ECP and/or a RFV, as specified in Paragraph 4. C., shall not constitute excusable delay in the performance of this Contract by the Contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the Contract. (End)

ALUMINUM ALLOY BODY, CRES SEAT AND POPPET, 265 PSI MAX O/P, FOR
HYDROCARBON FUELS AND OILS, TEMP. RATING, MINUS 65 DEG. F TO PLUS 160
DEG. F, 7 GPM DISCHARGE RATE, BOTH ENDS, FEMALE BOSS, ADJUSTABLE

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SECTION B

SUPPLY/SERVICE: 4820-00-905-2468 CONT'D

PRESSURE RANGE, 100 PSI TO 1000 PSI.

CLASS 3 THREADS APPLY TO THIS NSN.

NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS
REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE
INCLUDING DATA FOR THE APPROVED AND ALTERNATE
PART FOR EVALUATION.

HYDRO-AIRE, INC. DBA 81982 P/N A20080-265

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	4820-00-905-2468 VALVE, SAFETY RELIEF	2.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2016 JUN 23

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.

PARCEL POST ADDRESS:

W25G1U
W1A8 DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY

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SECTION B

SUPPLY/SERVICE: 4820-00-905-2468 CONT'D

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

GOVT USE

		External		External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0059806617	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

52.211-9013 SHIPPER'S DECLARATION OF DANGEROUS GOODS (APR 2014) DLAD

52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (NOV 2011) 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

SECTION F - DELIVERIES OR PERFORMANCE

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

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) 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

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

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(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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 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

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

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

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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 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)