


ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 9

1. CONTRACT/PURCH ORDER/AGREEMENT NO. SPE7M1-14-M-6391				2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2014 JUN 30		4. REQUISITION/PURCH REQUEST NO. 0053735598		5. PRIORITY DO-A1																																					
6. ISSUED BY DLA LAND AND MARITIME MARITIME SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 USA Local Admin: SheIann Ross PMCMMSGF Tel: 614-692-2816 Fax: 614-693-1679 Email: SHEIANN.ROSS@DLA.MIL				CODE SPE7M1		7. ADMINISTERED BY (If other than 6) DLA LAND AND MARITIME MARITIME SUPPLY CHAIN PO BOX 3990 COLUMBUS OH 43218-3990 USA Criticality: C PAS: None				CODE SPE7M1																																					
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) 255 DAYS ADO		8. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)																																					
								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.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width: 5%; text-align: center;">16. TYPE OF ORDER</td> <td style="width: 10%; text-align: center;">DELIVERY/ CALL</td> <td colspan="10">This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.</td> </tr> <tr> <td style="text-align: center;">PURCHASE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td colspan="10">Reference your Offer/Quote dated 2014 JUN 04 furnish the following on terms specified herein.</td> </tr> <tr> <td colspan="12">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.</td> </tr> </table>												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 JUN 04 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.											
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NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)																																			
<input type="checkbox"/> 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 \$75552.00																																															
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						16.000																																								
* 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 Jeffrey Laird JEFFREY.LAIRD@DLA.MIL BY: PMCMVCD				 CONTRACTING/ORDERING OFFICER		25. TOTAL																																					
										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			<input type="checkbox"/>	PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR																																					
						<input type="checkbox"/>	FINAL	31. PAYMENT		34. CHECK NUMBER																																					
						<input type="checkbox"/>	COMPLETE			35. BILL OF LADING NO.																																					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.																																															
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER																																													
37. RECEIVED AT	38. RECEIVED BY (Print)			39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.																																					

SECTION B

SUPPLIES/SERVICES: 5945-00-685-8487

ITEM DESCRIPTION:

SOLENOID,ELECTRICAL

IF THE APPLICABLE (OEM OR MILITARY) DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY LEVEL (AQL), THE SAMPLING ACCEPTANCE NUMBER SHALL BE REDUCED TO ZERO (0). FOR EXAMPLE, IF THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3) DEFECTS AND REJECT ON (4) DEFECTS, THE NEW ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE SAMPLE SIZE REMAINS THE SAME.

ADEQUATE DATA FOR THE EVALUATION OF ALTERNATE OFFERS IS NOT AVAILABLE AT THE PROCUREMENT AGENCY. THE OFFEROR MUST PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.
DLAD Clause 52.211-9063, Unit Package Marking Requirement for Component Lead Finish, Applies.

HYDRO-AIRE, INC. DBA 81982 P/N 35-02912-11
ROCKER SOLENOID COMPANY DBA ROCKER 07797 P/N 5565
ROCKER SOLENOID COMPANY DBA ROCKER 07797 P/N RS5565
EATON AEROSPACE LLC DBA STERER 09790 P/N 13073-1
JEWELL INSTRUMENTS, LLC DBA MODUTEC 33005 P/N TM1137
CURTISS-WRIGHT CONTROLS INTEGRATED 04320 P/N SD374-1

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	5945-00-685-8487 SOLENOID ,ELECTRICAL	16.000	EA		

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2015 MAR 12

PREP FOR DELIVERY:

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 5945-00-685-8487 CONT'D

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.

DLAD Clause 52.211-9063, Unit Package Marking Requirement for Component Lead Finish, Applies.

PARCEL POST ADDRESS:

W25G1U
W1BG DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2001 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

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

FREIGHT SHIPPING ADDRESS:

W25G1U
W1BG DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2001 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

CONTINUED ON NEXT PAGE

SECTION B

GOVT USE

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>External</u> <u>PR</u>	<u>External</u> <u>PRLI</u>	<u>External</u> <u>Material</u>	<u>Customer</u>	<u>RDD/</u> <u>Need Ship Date</u>
0001	0053735598	0001	N/A	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

52.211-9013 SHIPPER’S DECLARATION OF DANGEROUS GOODS (NOV 2011) DLAD

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

52.211-9035 MARKING REQUIREMENTS - DLA MARITIME (NOV 2011) DLAD

52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (APR 2008) DLAD

52.211-9063 UNIT PACKAGE MARKING REQUIREMENT FOR COMPONENT LEAD FINISH (NOV 2011) DLAD

52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD

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

SECTION E - INSPECTION AND ACCEPTANCE

52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD

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

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

52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD

SECTION F - DELIVERIES OR PERFORMANCE

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

52.211-9020 TIME OF DELIVERY - ACCELERATED (JUN 2008) DLAD

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

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

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

[X] 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

CONTINUED ON NEXT PAGE

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****52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) FAR****52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR****252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS****252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) 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:

Facility:

Military or Federal Specification or Standard:

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

CONTINUED ON NEXT PAGE

- 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 (JAN 2014) 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
- 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
- 252.225-7002 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 (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
- 52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD
- 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
- 52.246-9054 WARRANTY ACCEPTANCE OF SUPPLIES (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)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

CONTINUED ON NEXT PAGE

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)