

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT/PURCH ORDER/AGREEMENT NO.</b> SPEFA3-16-M-0397	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL</b> (YYYYMMDD) 2015 NOV 25	<b>4. REQUISITION/PURCH REQUEST NO.</b> N02DLA5308S00E	<b>5. PRIORITY</b> DO-C9
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<b>6. ISSUED BY</b> DLA AVIATION AT JACKSONVILLE, FL BUILDING 101 ROOM B23 NAVAL AIR STATION JACKONVILLE JACKSONVILLE FL 32212 USA Local Admin: Frances Fowler PARAJX5 Tel: 904-542-5017 Email: Frances.Fowler@dla.mil	CODE	SPEFA3	<b>7. ADMINISTERED BY (If other than 6)</b> DLA AVIATION AT JACKSONVILLE, FL BUILDING 101 ROOM B23 NAVAL AIR STATION JACKONVILLE JACKSONVILLE FL 32212 USA Criticality: C PAS: None	CODE	SPEFA3	<b>8. DELIVERY FOB</b> <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>
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<b>9. CONTRACTOR</b>  <b>NAME AND ADDRESS</b> HYDRO-AIRE, INC. DBA 3000 WINONA AVE BURBANK CA 91504-2540 USA	CODE	81982	FACILITY	<b>10. DELIVER TO FOB POINT BY (Date)</b> (YYYYMMDD) 215 DAYS ADO	<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
				<b>12. DISCOUNT TERMS</b> Net 30 days	
				<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15	

<b>14. SHIP TO</b>  SEE SCHEDULE, DO NOT SHIP TO ADDRESSES ON THIS PAGE	CODE		<b>15. PAYMENT WILL BE MADE BY</b> DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE	SL4701	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>
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<b>16. TYPE OF ORDER</b>	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 NOV 24 furnish the following on terms specified herein.
<b>ACCEPTANCE.</b> 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 \$2174.00

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	1.000			

* 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.	<b>24. UNITED STATES OF AMERICA</b> Frances Fowler Frances.Fowler@dla.mil BY: PARAJX5	 CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b>
			<b>26. DIFFERENCES</b>

**27a. QUANTITY IN COLUMN 20 HAS BEEN**

INSPECTED  RECEIVED  ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		<b>28. SHIP. NO.</b>	<b>29. D.O. VOUCHER NO.</b>	<b>30. INITIALS</b>	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		31. PAYMENT	
		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
		31. PAYMENT		34. CHECK NUMBER	
<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>		COMPLETE		35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		35. BILL OF LADING NO.	
<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>

\*\* ATTENTION SUPPLIER \*\*

PLEASE USE THE FOLLOWING LINK FOR ALL PAYMENT AND WIDE AREA WORKFLOW INFORMATION:

<http://www.dfas.mil/ecommerce/wawf/info.html>

<http://www.dla.mil/WideAreaWorkflow/Pages/default.aspx>

\*\*PLEASE INCLUDE ALL THE ORIGINAL DOCUMENT NUMBERS (ODN's) ON THE PACAKGING SLIPS SO THAT ALL MATERIAL IS RECEIPTED CORRECTLY FOR ALL DELIVERIES. \*\*

ODN# N02DLA5308S00E

FOB - DESTINATION

PLEASE REFER TO YOUR QUOTE NO. \_NO QUOTE NUMBER\_ DATED \_24 NOV 2015 03:16 PM ET.

THE FOLLOWING CLAUSES APPLY IN ADDITION TO THOSE CITED ELSEWHERE IN THIS DOCUMENT:

52.242-15 STOP-WORK ORDER

NOTIFICATION OF REJECTION OF UNILATERAL AWARD (MAR 2001)

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated

to perform on a unilateral purchase order, you should promptly notify the DLA Aviation contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances.

FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.

Frances Fowler  
Contracting Officer  
Code FASE YC4  
DLA Aviation Jacksonville  
Frances.Fowler@dlamil  
Phone: 904-542-4498  
Fax: 904-542-0064

**CONTINUED ON NEXT PAGE**

**SECTION B**

SUPPLIES/SERVICES: 3040-LLQJ05991

## ITEM DESCRIPTION:

LINK ASSY

OEM CAGE:81982 CRANE HYDRO-AIRE

P/N:53742

## SAMPLING:

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.

## IDENTIFY TO:

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

INCLUDE Q0106 OBJECT TEXT ID ST

## SHELF LIFE:

NO SHELF LIFE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	3040-LLQJ05991	1.000	EA		
	53742 LINK ASSY				
	ACTUATING				
	(008223296 NO				

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE: 2016 JUN 27

PREP FOR DELIVERY:

**CONTINUED ON NEXT PAGE**

**SECTION B**

SUPPLY/SERVICE: 3040-LLQJ05991 CONT'D

PKGING DATA-QUP:001

SHALL BE PACKAGED STANDARD 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:

N02DLA  
 FLEET READINESS CENTER SOUTHEAST  
 DLA DISTRIBUTION SWAN ROAD  
 BLDG 175 DOOR 9 NAVAL AIR STATION  
 JACKSONVILLE FL 32212-0103  
 US

## FREIGHT SHIPPING ADDRESS:

N02DLA  
 FLEET READINESS CENTER SOUTHEAST  
 DLA DISTRIBUTION SWAN ROAD  
 BLDG 175 DOOR 9 NAVAL AIR STATION  
 JACKSONVILLE FL 32212-0103  
 US

## GOVT USE

ITEM	PR	External		External	External	Customer RDD/
		PRLI	PR	PRLI	Material	Need Ship Date
0001	0061112139	0001	N/A	N/A	N/A	N/A

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CONTINUED ON NEXT PAGE

**SECTION D - PACKAGING AND MARKING**

- 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
- 52.246-9062 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**

- 52.211-9022 SUPERSEDED PART-NUMBERED ITEMS (NOV 2011) DLAD

(a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:  
**The offeror represents that the P/N requested in the solicitation has been changed from**  
**CAGE \_\_\_\_\_,**

**P/N \_\_\_\_\_ to**

**P/N \_\_\_\_\_**

**and that this is a part number change only. The reason for the change is**

\_\_\_\_\_  
 \_\_\_\_\_

\*\*\*\*

- 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD
- 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"/>	N/A AT TIME OF AWARD			
<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
- 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007), ALT I (AUG 2007) DLAD

**SECTION F - DELIVERIES OR PERFORMANCE**

- 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

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(b) The permissible variation shall be limited to:  
 00 Percent increase

00 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**

**52.247-34 F.O.B. DESTINATION (NOV 1991) FAR**

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

(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 Central Contractor Registration 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 **or Payweb**

**(1) To access PayWeb, the vendor may go to the following site: <https://onronline.onr.navy.mil/payweb/>**

**(2) For instructions on PayWeb payment request submission, please contact the office identified below:**

**(Contracting Officer: Insert applicable ONR Regional Office information)]**

(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).**

**COMBO OR STAND ALONE**

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

**(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.**

SPEFA3

**(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	SL4701
Issue By DoDAAC	SPEFA3
Admin DoDAAC	SPEFA3

CONTINUED ON NEXT PAGE

<b>Inspect By DoDAAC</b>	<b>SPEFA3</b>
<b>Ship To Code</b>	<b>N02DLA</b>
<b>Ship From Code</b>	<b>81982</b>
<b>Mark For Code</b>	<b>N/A AT TIME OF AWARD</b>
<b>Service Approver (DoDAAC)</b>	<b>N/A AT TIME OF AWARD</b>
<b>Service Acceptor (DoDAAC)</b>	<b>N/A AT TIME OF AWARD</b>
<b>Accept at Other DoDAAC</b>	<b>N/A AT TIME OF AWARD</b>
<b>LPO DoDAAC</b>	<b>N/A AT TIME OF AWARD</b>
<b>DCAA Auditor DoDAAC</b>	<b>N/A AT TIME OF AWARD</b>
<b>Other DoDAAC(s)</b>	<b>N/A AT TIME OF AWARD</b>

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(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.**

N/A AT TIME OF AWARD

(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.**

**N/A AT TIME OF AWARD**

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

(End of clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(End of Clause)

## SECTION I - CONTRACT CLAUSES

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

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

**252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS**

CONTINUED ON NEXT PAGE

- 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**
- 52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR**
- 52.222-50 COMBATING 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**
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR**
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) 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**
- 52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) 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**
- 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS**
- 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

CONTINUED ON NEXT PAGE



(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)

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR**