			ORDER I	FOR SUPPLI	ES C		6				PAGE 1 OF11
1. CONTRACT/PI	URCH ORDI	ER/AGREEMENT NO.	2. DELIVER	Y ORDER/CALL NO		3. DATE OF ORDE	F ORDER/CALL 4. REQUISITION/PURCH REQUEST NO.		QUEST NO.	5. PRIORITY	
SPE4A7-15-N				•		(YYYYMMMDD) 2015 MAR		0054985923	••••		DO-A1
6. ISSUED BY			CODE S	SPE4A7	7. AD	7. ADMINISTERED BY (If other than 6) CODE S0512A			8. DELIVERY FOB		
	ASC SUPPLIER OPER AE AND AF DIV			DCN 161	IA LOS ANGELES 11 PLUMMER STREET,BI					DESTINATION	
8000 JEFFERSON RICHMOND VA 2	RICHMOND VA 23297			BLD	G 10, 2ND FLOOR RTH HILLS CA 91343-203		2			X OTHER	
USA			USA	NOR ITH HILLS CA 91343-2036 USA Criticality: C PAS: None			(See Schedule if other)				
9. CONTRACTOR CODE 81982			F	FACILITY 81982 10. DELIVER TO FOB POINT BY (Date)			11. X IF BUSINESS IS				
			1			(YYYYMMMDL 250 E	D) DAYS AD	00	SMALL		
HYDRO-AIRE, INC. DBA						12. DISCOUNT TE			SMALL DISAD- VANTAGED		
NAME 3000 WINONA AVE				Net 30 days			WOMEN-OWNED				
							13. MAIL INVOICE	ES TO TH	E ADDRESS IN	I BLOCK	
								See Block 1	5		_
14. SHIP TO	_		CODE			AYMENT WILL BE MA			4701		
						EF FIN AND ACCC SM	OUNTING	SVC			PACKAGES AND PAPERS WITH
SEE SCHEI	DULE, DO	NOT SHIP TO ADD	DRESSES ON	N THIS PAGE	Р	O BOX 182317					IDENTIFICATION NUMBERS IN
						OLUMBUS OH 43 SA	218-2317	,			BLOCKS 1 AND 2.
16. DELIVE CALL	RY/	This delivery order/cal	II is issued on a	another Government	t agenc	y or in accordance wi	th and sub	ject to terms and co	nditions o	f above numbe	ered contract.
TYPE		Reference your Of	ffer/Quote da	ted 2014 SEP 10					furnish the	e following on to	erms specified herein.
OF PURCH		ACCEPTANCE. THE C	CONTRACTOR	HEREBY ACCEPTS	THE OF			UMBERED PURCHA	SE ORDE	R AS IT MAY F	
I		BEEN OR IS NOW MOI	DIFIED, SUBJE	CT TO ALL OF THE	TERING	AND CONDITIONS 5	EIFURIN	, AND AGREES TO P	PERFORIN	THE SAME.	
NAME C	OF CONTRA	CTOR	SIG	GNATURE			TYPED	NAME AND TITLE			DATE SIGNED (YYYYMMMDD)
		oplier must sign Accepta		1 the following number	er of cop	bies:					(111110000000)
17. ACCOUNTIN	G AND APP	PROPRIATION DATA/L	OCAL USE								
BX: 97X493	0 5CBX 00	01 2620 S33189 \$17	7296.00								
								. QUANTITY		22. UNIT	23. AMOUNT
18. ITEM NO.		19. SCH	EDULE OF SU	PPLIES/SERVICES			ORDER	ED/ ACCEPTED*	21UNIT	PRICE	23. AMOONT
		Award se	nt EDI, Do no	ot duplicate shipm	ent		8.000				
* If quantity acce			24. UNITED	STATES OF AMERI	CA		l	a	25.	TOTAL	\$17,296.00
same as quantity If different, enter		ndicate by X. ntity accepted below		CE ORTIZ CE.ORTIZ@DLA.	МІІ	Land	ice l	ORts	26.		
quantity ordered			BY: PARFF	:43		CO	NTRACTIN	G/ORDERING OFFI		FERENCES	
27a. QUANTITY				CONFORMS TO							
INSPECTED		ECEIVED THE	CONTRACT E	CONFORMS TO EXCEPT AS NOTED			1				
b. SIGNATURE	OF AUTHO	RIZED GOVERNMENT	[REPRESENT	ATIVE	с	. DATE (YYYYMMMDD)	d. PRINTE	ED NAME AND TITLE	OF AUTHO	ORIZED GOVER	NMENT REPRESENTATIVE
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE											
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f. TELEPHONE		g. E-MAIL ADDRESS				PARTIAL 	32. PAID	ВҮ			
I. TELET HONE I	NOMBER	g. E-MAIE ADDRESS			3	1. PAYMENT			2/	. CHECK NUN	
36. I CERTIFY TH		INT IS CORRECT AND	PROPER FOF	PAYMENT.	Ť				34	. CHECK NON	IDER
a. DATE		URE AND TITLE OF CERTI				PARTIAL			35	5. BILL OF LAI	DING NO.
(YYYYMMMDD)						FINAL					
37. RECEIVED	38. RECE	IVED BY (Print)		39. DATE RECEIV). TOTAL CON-	41. S/R A	CCOUNT NUMBER	42	2. S/R VOUCHI	ER NO.
AT				(YYYYMMMDE))	TAINERS					

FOB Origin I/A Origin

First Destination Transportation (FDT) TAC - S8AF

Second Destination Transportation (SDT) TAC - S9NA

Contractor is approved for export control data under certification number:0010659 Expiration date:08/15/2019

DLA Aviation Contracting Officer grants permission for the Engineering Support Activity 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.

"THE PURCHASE

ORDER CLAUSES ARE APPLICABLE AS INDICATED IN THE DLA MASTER SOLICITATION FOR EPROCUREMENT AUTOMATED SIMPLIFIED ACQUISITIONS (PART 13) WHICH CAN BE FOUND ON THE WEB AT http://www.dla.mil/Acquisition/Pages/Automaster_EProcurement.aspx <http://www.dla.mil/Acquisition/Pages/Automaster_EProcurement.aspx"

SUPPLIES/SERVICES: 1650-00-759- ITEM DESCRIPTION: CONNECTOR AND BRACKET ASSEMBLY HYDRO-AIRE INC, HYDRO-AIRE INC P/N 58890 SEE AMPL/HERS FOR CAGE-P/N MARK IAW MIL-STD-130N(1), DATEI CONFIGURATION CONTROL APPLIES DSCR MAY NOT HAVE AN APPROVED H THIS NSN. SAMPLING: 1. SAMPLING FOR INSPECTION AND 21.4-2003 (R2013). ANY ALTERNAT APPROVED BY THE PCO. A SAMPLIN DEFECTS IS REQUIRED 2. ANY DEFECTIVE ITEM DISCOVERH FOR REJECTION OF THE ENTIRE CON ADEQUATE DATA FOR THE EVALUATION OFFERS IS NOT AVAILABLE AT THE AGENCY.THE OFFEROR MUST PROVIDE DATA PACKAGE INCLUDING DATA FOR AND ALTERNATE PART FOR EVALUATION HYDRO-AIRE, INC. DBA 81982 P/N	Y C, CAGE 81982 D 16 NOV 2012. BIDSET FOR TESTING SHALL B: TE PLAN MUST BE NG PLAN THAT ACC: ED DURING INSPEC' WTRACT QUANTITY. ON OF ALTERNATE PROCUREMENT E A COMPLETE	BE IAW A CEPTS ON CTION MA	ZERO		
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HYDRO-AIRE, INC. DBA 81982 P/N	ION.				
	58890				
ITEM NO. SUPPLIES/SERVICES QU	ገ እ እተጥ ፐ ጥ ህ	TINT	INTT DDIOD	AMOUNT	
	JANTITY .000		UNIT PRICE \$ 2,162.00000	\$ 17,296.00	
PRICING TERMS: Firm Fixed Price	e				
QTY VARIANCE: PLUS 0% MINUS 0%					
INSPECTION POINT: ORIGIN					
ACCEPTANCE POINT: ORIGIN					
FOB: ORIGIN DELIVERY DATE: 201	15 NOV 23				
PLACE of INSPECTION for PACKAGI	ING:				

CONTINUATION SHEET		DOCUMENT BEING CONTINUED:	PAGE 4 OF 11 PAGES
	SPE	4A7-15-M-5387	
	SI	ECTION B	
SUPPLY/SERVICE: 1650-00-759)-2343 CONT'D		
9A289			
DOUBLE J PACKAGING CO INC E	DBA		
9834 GLENOAKS BLVD SUN VALLEY CA 91352-1046			
USA			
PREP FOR DELIVERY:			
PKGING DATA-QUP:001			
	CONVERCENT IN ACCORDANCE		
SHALL BE PACKAGED STANDARD	COMMERCIAL IN ACCORDANCE	WITH ASTM D 3951.	
Markings Paragraph			
When ASTM D3951, Commercial •,,All Section "D" Packagin			
ASTM D3951.			
 , In addition to requirements is used, the Method of Pre 		Commercial Packaging D-129 marking and labeling shall be "CP"	Commercial Pack.
•,,The Unit of Issue (U/I)	and Quantity per Unit Pac	ck (QUP) as specified	
in the contract take prece	dence over QUP in ASTM D3	3951.	
PARCEL POST ADDRESS:			
SW3113 DLA DISTRIBUTION CHERRY POI	۲ N ^m		
PHANTOM RD BLDG 147 BAY A			
CHERRY POINT NC 28533-5040 US			
FOR TRANSPORTATION ASSISTAN DLAD 52.247-9059 AND	ICE SEE DLAD 52.247-9034.	FOR FIRST DESTINATION TRANSPORTATION (FDT) AWARDS SEE
CONTRACT INSTRUCTIONS INSTE	EAD.		
FREIGHT SHIPPING ADDRESS:			
FREIGHT SHIPPING ADDRESS.			
SW3113	ר אדידי		
DLA DISTRIBUTION CHERRY POI PHANTOM RD BLDG 147 BAY A	.11 1		
CHERRY POINT NC 28533-5040 US			

CONTINUATION SHEET			REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-M-5387			P	PAGE 5 OF 11 PAGES
		I				I	
				SECTION E	5		
GOVT USI	E						
			External	External Exte	ernal Customer RDE		
	E PR	PRLI	External PR	External Exte			

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 palletizedunit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I – Packaged operational rations.

(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/rfid/ or to-

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to-

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC[™] Tag Data Standards in effect at the time of contract award. The EPC[™] Tag Data Standards are available at

http://www.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 <u>252.232-7003</u>, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <u>https://wawf.eb.mil/</u>.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-M-5387	PAGE 7 OF 11 PAGES					
(End of clause)							
52.211-9010 SHIPPING LAE	EL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD					
52.211-9010 SHIPPING LAI DLAD	52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD						
52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD							
52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD							
SECTION E - INSPECTION A	ND ACCEPTANCE						
52.246-2 INSPECTION OF S	UPPLIES FIXED PRICE (AUG 1996) FAR						
52.246-11 HIGHER-LEVEL	CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR						
The Contractor shall comply w indicate its selection by checki	ith the higher-level quality standard selected below. [If more than one standard ng the appropriate block.]	is listed, the offeror shall					
Title [] ISO 9001 2000	Number Date Tailoring						
Ö							
[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.] 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS 52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 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: Commercial and Government Entity (CAGE) Code: Street: City/State/Zip:							
Applicable to contract line-item(s) (CLIN(s):							
(d) The Offeror shall indicate below the location where packaging will be inspected: Packaging: [] Same as for supplies, or, Plant:							
Cage Code:							
Street:							
City/St/Zip:							
	CONTINUED ON NEX	(T PAGE					

Applicable to clin(s):

52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007), ALT I (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

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) FAR

52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD

Mail instructions (not applicable to Army Post Office (APO) or Fleet Post Office (FPO) addresses):

(a) Route domestic shipments within mail limitations as follows based on the transportation priority (TP) reflected in the "mark for" data with each contract line item number (CLIN). Commercial small parcel carrier (e.g., United Parcel Service (UPS) or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by commercial small parcel carrier.

(2) Ship TP 1 and 2 (IPD 01-08) by priority mail or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by surface parcel post (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will not be paid by the Government.

(b) Freight instructions (domestic).

(1) Ship all NMCS, 777, and 999, regardless of TP or distance by commercial small parcel carrier.

(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use air freight and specify air on the invoice. Exceptions: if destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments, contact the cognizant transportation officer for delivery and carrier routing instructions.

(4) Advance telephonic notice of delivery must be given by the carrier to the consignee's transportation officer (transport control/prelodge desk) at least 24 hours prior to delivery of freight shipments (other than small parcels). Bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within the contiguous United States (CONUS) and Canada are shown "in the clear" with each individual CLIN on schedule continuation sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on schedule continuation sheet(s) in each order. (End of Clause)

(_____)

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

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD

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.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-M-5387	PAGE 9 OF 11 PAGES
identifications within 72 hours of offered or supplies transferred product rejected at destination	d by the Contracting Officer, the Contractor is responsible for removal or oblite of rejection of nonconforming supplies including supplies manufactured for the from the Government's account to the cold storage Contractor's account at or and returned to the Contractor's plant, the 72 hour period starts with the time al or obliteration is accomplished and prior to disposition, the Contractor must	e Government but not igin or destination. (For of Contractor receipt of
	(End of Clause)	
SECTION I - CONTRACT CLA	AUSES	
	ITS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEE	2011) DFARS
	IT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)	-
	OF INFORMATION (AUG 2013) DFARS	
	GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS	
	A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS	
	NG OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NO	V 2013) DFARS
	ITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR	
	NS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	(NOV 2005) DFARS
specified in paragraph (b) of th (d) Absent a determination that	s has been accepted at the facility at which it is proposed for use, but is not ye is clause, submit documentation of Department of Defense acceptance of the t an SPI process is not acceptable for this procurement, the Contractor shall u Federal specifications or standards: each SPI process)	SPI process.
Facility:		
Military or Federal Specificat	ion or Standard:	
Affected Contract Line Item I	Number, Subline Item Number, Component, or Element:	

52.211-9002 PRIORITY RAT	ING (NOV 2011) DLAD	
52.211-9052 NOTIFICATION	TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OU	JT (NOV 2011) DLAD
52.215-08 ORDER OF PREC	EDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR	
52.222-19 CHILD LABOR - C	COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR	
52.222-21 PROHIBITION OF	SEGREGATED FACILITIES (FEB 1999) FAR	
52.222-26 EQUAL OPPORT	JNITY (MAR 2007) FAR	
52.222-36 AFFIRMATIVE AC	TION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR	
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52.223-18 ENCOURAGING C	ONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	G (AUG 2011) FAR
52.225-13 RESTRICTIONS O	N CERTAIN FOREIGN PURCHASES (JUN 2008) FAR	
52.232-01 PAYMENTS (APF	R 1984) FAR	
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252.232-7003 ELECTRONIC	SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	G (JUN 2012) DFARS
252.232-7010 LEVIES ON CC	NTRACT PAYMENTS (DEC 2006) DFARS	
52.232-9010 ACCELERATED	PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD	
52.233-01 DISPUTES (MAY	2014) FAR	
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52.244-06 SUBCONTRACTS	FOR COMMERCIAL ITEMS (OCT 2014) FAR	
252.247-7023 TRANSPORAT	ION OF SUPPLIES BY SEA (APR 2014) DFARS	
52.249-01 TERMINATION FO	R CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT F	ORM) (APR 1984) FAR
52.252-02 CLAUSES INCORE	PORATED BY REFERENCE (FEB 1998) FAR	

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.dla.mil/Acquisition and http://farsite.hill.af.mil/ . (End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 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

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(6) Executive (e) The Contractor sha (End of clause)	e Order 13222, as extended. all include the substance of this clause, including this paragraph (e), in all sub	ocontracts.