

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

52.203-03 GRATUITIES (APR 1984) FAR

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

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) DFARS

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014) FAR

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

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014) DFARS

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes No

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

Yes No

The material conforms to the revision letter/number, if any is cited.

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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

52.203-03 GRATUITIES (APR 1984) FAR

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

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) DFARS

52.204-04 PRINTED OR COPIED DOUBLE-SIDED OR POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014) FAR

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

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

252.205-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014) DFARS

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) 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.

(c) 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:

....

52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes No

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

Yes No

The material conforms to the revision letter/number, if any is cited.

CONTINUED ON NEXT PAGE

Yes No Unknown

If no, the revision offered does not affect form, fit, function, or interface.

Yes No Unknown

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material. Yes No If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. Yes No If yes, provide the information below:

Government Selling Agency	Contract Number	Contract Date (Month, Year)

Other Source	Address	Date Acquired (Month, Year)

(3) The material has been altered or modified.

Yes No

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes No

If yes, (i) the price offered includes the cost of reconditioning/refurbishment.

Yes No ; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.Yes No If yes, the price includes replacement of cure-dated components. Yes No (5) The material has data plates attached. Yes No

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes No

(If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number	National Stock Number (NSN)	Commercial and Government Entity (CAGE) Code

Part Number	Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.

Yes No

If yes, (i) the material being offered is from the same original Government contract number as that provided previously.

CONTINUED ON NEXT PAGE

Yes No ; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency	Contract Number

(8) The material is manufactured in accordance with a specification or drawing.
 Yes No
 If yes, (i) the specification/drawing is in the possession of the Offeror. Yes No ;
 and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.
 Yes No

Specification/Drawing Number	Revision (if any)	Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.
 Yes No
 If yes, (i) Material has been re-preserved. Yes No ;
 (ii) Material has been repackaged. Yes No ;
 (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. Yes No If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes No
 (d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
 (e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):
 For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.
 For DLA Distribution Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
 For DLA Distribution Services Recycling Control Point (RCP) term sales, the statement of account or billing document.
 For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for Bid and corresponding DLA Distribution Services Form 1427.
 When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes No
 When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government.
 Describe and/or attach:

- ****
- 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (NOV 2011) DLAD
 - 52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (AUG 2012) DLAD
 - 52.211-9069 TIME OF DELIVERY - ORDERING OFFICE (NOV 2011) DLAD
- ****

Material ordered under the terms of this contract shall be delivered within 90 DAYS days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).
 (End of Provision)

(End of Clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010), ALT IV (OCT 2010) FAR

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

INFORMATION OTHER THAN COST AND PRICING DATA MAY BE REQUESTED (EX. INFORMAL COST BREAK DOWN, SHOULD COST, ETC.)

[Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

52.215-2013 PRODUCTION FACILITY CHANGES (NOV 2011) DLAD

52.215-2016 NOTICE TO CONTRACTORS AND DEFENSE FINANCE ACCOUNTING SERVICES (DFAS) (NOV 2011) DLAD

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 STOCK, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 4,370 STOCK ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations

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with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after
(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from CONTRACT AWARD DATE through THREE YEARS FROM CONTRACT AWARD DATE [insert dates].

52.216-9009 ESTIMATED TOTAL QUANTITY (NOV 2011) DLAD

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s)	QUANTITY
0001	4,370

52.216-9017 SINGLE OR MULTIPLE AWARDS (NOV 2011) DLAD

52.216-9022 PLACEMENT OF TASK/DELIVERY ORDERS AGAINST MULTIPLE INDEFINITE DELIVERY CONTRACTS (NOV 2011) DLAD

(2) The criteria used for evaluating offers for task/delivery orders under this contract are price, past performance, and delivery. Price is of EQUAL importance than (to) the other factors combined. Past performance will include performance on orders previously placed under the contract and may include performance under other contracts. In evaluating performance under previous orders, consideration will be given to delivery, quality of supplies furnished, and success in implementing any socioeconomic support programs (small business, Defense Logistics Agency (DLA) Mentoring Business Agreement, Ability One) which may be applicable to the contract.

52.216-9026 PRICING OF DELIVERY ORDERS WITH QUANTITY INCREMENTS (NOV 2011) DLAD

(a) In pricing delivery orders requiring delivery of one national stock number (NSN) to multiple destinations, the price for each destination will be determined as follows, depending on the box checked:
 (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination; or

(2) The total quantity being shipped to all destinations within each zone as defined elsewhere in this contract.

(b) If this solicitation/contract contains a provision for placement of orders through an electronic ordering system, unit prices for those orders will be determined as follows, depending on the box checked:

(1) The total quantity of all requirements for each NSN issued via the electronic ordering system in a single day, regardless of the number of individual orders; or

(2) The quantity of each individual order.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 DAY [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 MONTHS (months) (years).

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) DFARS

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52.219-9018 NOTIFICATION OF SUBCONTRACTING PLAN (NOV 2011) DLAD

When requested by the Contracting Officer, the apparent successful offeror must submit within AT TIME OF PROPOSAL calendar days its subcontracting plan in accordance with Federal Acquisition Regulation (FAR) clause 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate I (for sealed bid acquisitions).

52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert "None")	Identification No.
NONE	

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *

_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) DFARS**52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (NOV 2011) DLAD****252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS****252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) DFARS****252.225-7013 DUTY-FREE ENTRY (NOV 2014) DFARS****252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009) DFARS****252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS****52.232-17 INTEREST (MAY 2014) FAR****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD****52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

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52.219-9018 NOTIFICATION OF SUBCONTRACTING PLAN (NOV 2011) DLAD

When requested by the Contracting Officer, the apparent successful offeror must submit within AT TIME OF PROPOSAL, calendar days its subcontracting plan in accordance with Federal Acquisition Regulation (FAR) clause 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate I (for sealed bid acquisitions).

52.223-83 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert "None")	Identification No.
NONE	

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *

....., a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

252.223-7026 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) DFARS**52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (NOV 2011) DLAD****252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS****252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) DFARS****252.225-7013 DUTY-FREE ENTRY (NOV 2014) DFARS****252.225-7029 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009) DFARS****252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS****52.232-17 INTEREST (MAY 2014) FAR****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD****52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

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(c) The offeror should check here to opt out of this clause:
 . Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

52.246-9053 COMMERCIAL WARRANTY (SEP 2008) DLAD

52.246-9054 WARRANTY ACCEPTANCE OF SUPPLIES (NOV 2011) DLAD

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS

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.dia.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 1981) 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

(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)

52.217-9012 WARSTOPPER PROGRAM MATERIAL BUFFER AVAILABILITY (MAY 2013) DLAD

(a) General. The Warstopper Program Material Buffer ("Buffer") was created to decrease lead times for defense contracts relating to military systems with a wartime requirement. A Buffer requirement is established by the Contracting Officer, when a supply contract is awarded, to fulfill a need for Warstopper raw material. A list of available Buffer material can be found at