				ORDER F	OR SUPPLI	ES C	R SERVICES	3				PAGE 1 OF9
	RACT/PU		RDER/AGREEMENT NO.	2. DELIVERY	ORDER/CALL NO.	,	3. DATE OF ORDE (YYYYMMMDD)		4. REQUISITION/P	URCH R	EQUEST NO.	5. PRIORITY DO-C9
DLA TROOP SUPPORT HARDWARE (ACQ III-2) 700 ROBBINS AVENUE PHILADELPHIA PA 19111 USA					DLA HAR 700 PHIL USA	7. ADMINISTERED BY (If other than 6) CODE SPE5EK  DLA TROOP SUPPORT HARDWARE (ACQ III-2) 700 ROBBINS AVENUE PHILADELPHIA PA 19111 USA			8. DELIVERY FOB  DESTINATION  X OTHER  (See Schedule if other)			
	KATHLEEN FRACTOI		DLA.MIL	CODE 8	1982		Cality: C PAS: None		10. DELIVER TO F	OB POIN	NT BY (Date)	11. X IF BUSINESS IS
HYDRO-AIRE, INC. DBA  NAME 3000 WINONA AVE							(YYYYMMMDD) 190 DAYS ADO  12. DISCOUNT TERMS Net 30 days		SMALL SMALL DISAD- VANTAGED WOMEN-OWNED			
ADDRES	SS USA		CA 91504-2540						13. MAIL INVOICE See Block 1		E ADDRESS	IN BLOCK
14. SHIP TO CODE			DI BS P CO	DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16.	DELIVE CALL	RY/	This delivery order/cal	ll is issued on a	nother Government	agenc	y or in accordance wi	th and sub	ject to terms and co	nditions o	of above numb	pered contract.
TYPE OF ORDER	PURCH	ASE X		CONTRACTOR					IUMBERED PURCHA	SE ORDE	R AS IT MAY	terms specified herein. PREVIOUSLY HAVE
If th			RACTOR supplier must sign Accepta		GNATURE the following number	er of cop	oies:	TYPE	NAME AND TITLE			DATE SIGNED (YYYYMMMDD)
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  BX: 97X4930 5CBX 001 2620 S33189 \$553.00												
18. ITE	M NO.		19. SCHI	EDULE OF SUI	PPLIES/SERVICES				. QUANTITY ED/ ACCEPTED*	21UNIT	22. UNIT PRICE	23. AMOUNT
			Award se		ot duplicate shipm			7.000				
same a	s quantity	ordered	the Government is I, indicate by X.	•	STATES OF AMERIC CHILLER	CA	4	1	hill-	25 26	. TOTAL	
	ent, enter ordered		uantity accepted below ircle.	LEE.SC BY: PHPHC	CHILLER@DLA.M CBE	IL			IG/ORDERING OFFI	DII	FFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN  INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:  b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					. DATE (YYYYMMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
					28. SHIP. NO.	20. D.O.	VOUCHER NO.	1 2	D. INITIALS			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			1	26. SHIP. NO.	29. D.O.	VOUCHER NO.	3	U. INITIALS				
f. TELEPHONE NUMBER g. E-MAIL ADDRESS				PARTIAL FINAL	32. PAID	32. PAID BY  33. AMOUNT VERIFIED CORRECT F		ERIFIED CORRECT FOR				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			3	COMPLETE	34. CHECK NUMBER		MBER					
a. DATI (YYYYM	E		IATURE AND TITLE OF CERTI				PARTIAL FINAL	35. BILL OF LADING NO.		DING NO.		
37. REC AT	EIVED	()0000000000000000000000000000000000000			). TOTAL CON- TAINERS	41. S/R A	R ACCOUNT NUMBER 42. S/R VOUCHER NO.		IER NO.			

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for shipment to APO/FPO add followed. Transportation requirements Arranged Transportation and Originating Outside the cor	n Transportation (FDT) program award. These instructions do not dresses. If shipment is to an APO/FPO address, normal procedures of for FDT awards are located in DLAD clauses 52.247-9059 F.o.b. is 52.247-9058, First Destination Transportation (FDT) Program - Statistical States (OCONUS). apply if this award has an APO/FPO ship-to address.	s should be Origin, Government
	CONTINUED ON NEX	(T PAGE

#### SECTION B

SUPPLIES/SERVICES: 5360-00-459-9543

ITEM DESCRIPTION:

SPRING, HELICAL, COMPRESSION
HYDRO-AIRE DIVISION CRANE CO
BURBANK CA
WHEN THE PURCHASE ORDER TEXT (POT)
DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND
PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES
AND PART NUMBERS OF A NUMBER OF SPECIFIC
ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S)
OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY
ADDITIONAL REQUIREMENTS SET FORTH IN THE POT,
ONLY THAT/THOSE PRODUCT(S) HAVE BEEN DETERMINED
TO MEET THE NEEDS OF THE GOVERNMENT AND ARE
ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT
PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002,
CONDITIONS FOR EVALUATION AND ACCEPTANCE OF
OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE POT.

IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A CONTRACT OR ORDER FOR AN EXACT PRODUCT, THE ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO THE GOVERNMENT.

ADEQUATE DATA FOR 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.

HYDRO-AIRE, INC. DBA 81982 P/N D60236-13

**CONTINUATION SHEET** 

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## SECTION B

SUPPLY/SERVICE: 5360-00-459-9543 CONT'D

ITEM NO. SUPPLIES/SERVICES QUANTITY

7.000

TY UNIT UNIT PRICE
EA

\_\_\_\_\_ AMOUNT

0001 5360-00-459-9543 SPRING, HELICAL

, COMP

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 2015 MAY 26

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP:001 PRES MTHD:42 CLNG/DRY:X PRESV MAT:XX
WRAP MAT:XX CUSH/DUNN MAT:XX CUSH/DUNN THKNESS:X
UNIT CONT:XX OPI:M
INTRMDTE CONT:XX INTRMDTE CONT QTY:XXX
PACK CODE:U

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE:00 -

PARCEL POST ADDRESS:

UY8614 INDUSTRIES OF THE BLIND INC 6920 WEST MARKET STREET GREENSBORO NC 27409 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:

UY8614 INDUSTRIES OF THE BLIND INC 6920 WEST MARKET STREET GREENSBORO NC 27409 US

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0001 0055372857 000	External I PR 1 N/A	External External PRLI Material N/A N/A	Customer RDD/ Need Ship Date N/A	
********	******	******	******	
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#### **SECTION D - PACKAGING AND MARKING**

#### 252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

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- (b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—
- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
- (A) Subclass of Class I Packaged operational rations.
- (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV Construction and barrier materials.
- (E) Class VI Personal demand items (non-military sales items).
- (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX Repair parts and components including kits, assemblies and subassemblies, 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 <a href="http://www.epcqlobalinc.org/standards/">http://www.epcqlobalinc.org/standards/</a>.
- (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 <a href="http://www.acq.osd.mil/log/rfid/tag\_data.htm">http://www.acq.osd.mil/log/rfid/tag\_data.htm</a>. 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

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(End of clause)

52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD

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

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

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

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

**SECTION E - INSPECTION AND ACCEPTANCE** 

52.246-01 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984) FAR

52.246-9007 INSPECTION AND ACCEPTANCE AT DESTINATION (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 .

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

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

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

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

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

# 52.247-9058 FIRST DESTINATION TRANSPORTATION (FDT) PROGRAM - SHIPMENTS ORIGINATING FROM OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS) (JUL 2013) (DLAD)

- (a) Contiguous United States (CONUS) is defined as being in the 48 contiguous states and the District of Columbia.
- (b) This acquisition is being conducted under the Firste Destination Transportation (FDT) Initiative. Delivery Terms are f.o.b. origin. Inspection and acceptance by the Government will occur at destination unless otherwise specified in the solicitation.
- (c) For Offerors whose shipments will originate from outside CONUS (OCONUS), the Offeror's f.o.b. origin price shall include transportation to a CONUS location that the Offeror selects based on cost-effectiveness or other variables at the Offeror's discretion. This location shall be deemed the origin point for purposes of the f.o.b. origin terms and conditions of the solicitation/order/contract. The Offeror shall identify this CONUS location as the pick-up point in the Vendor Shipment Module (VSM) at https://vsm.distribution.dla.mil.

(End of Clause)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS** 

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

- (a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.
- (b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

#### **SECTION I - CONTRACT CLAUSES**

- 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
- 252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS
- 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR
- 52.211-9002 PRIORITY RATING (NOV 2011) DLAD
- 52.215-08 ORDER OF PRECEDENCE UNIFORM CONTRACT FORMAT (OCT 1997) 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
- 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
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (JUL 2013) FAR
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS
- 52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD
- 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

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## 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014) FAR

## 52.246-9054 WARRANTY ACCEPTANCE OF SUPPLLIES (NOV 2011) DLAD

#### 52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:  (a) If the Government is shown as the consignor or the consignee, the annotation shall be:  Transportation is for the [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.  (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:  Transportation is for the [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No  This may be confirmed by contacting [Name and address of the contract administration office listed in the contract].
(End of clause)

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

252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (JUN 2012) 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

## 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)