

**CONTRACT CLAUSES**

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS**  
 (SEP 2011)  
 (IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))

**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION** (DEC 2013)  
 (IAW DFARS 211.274-6(a)(1), DFARS 212.301(f)(xii))

(a) *Definitions.* As used in this clause—

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/pdi/uid/iuid/equivalents.html> .

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html) .

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
	See Schedule as Applicable

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
*Items less than \$5000, which require UID, will be specifically identified in the schedule.	See Schedule as Applicable

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number \_\_\_\_\_ (or See Schedule as Applicable).

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_\_ (or See Schedule as Applicable).

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/> .

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number \_\_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)**  
(IAW FAR 12.301(b)(4))

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014).
- (2) **52.233-3**, Protest After Award (Aug 1996)(31 U.S.C 3553).
- (3) **52.233-4**, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- |                     |      |  |
|---------------------|------|--|
| <u>  <b>X</b>  </u> | (1)  | <b>52.203-6</b> , Restrictions on Subcontractor Sales to the Government (Sep 2006), with <b>Alternate I</b> (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).   |
| <u>      </u>       | (2)  | <b>52.203-13</b> , Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).   |
| <u>      </u>       | (3)  | <b>52.203-15</b> , Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| <u>  <b>X</b>  </u> | (4)  | <b>52.204-10</b> , Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).  |
| <u>      </u>       | (5)  | [Reserved].  |
| <u>      </u>       | (6)  | <b>52.204-14</b> , Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).  |
| <u>      </u>       | (7)  | <b>52.204-15</b> , Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).  |
| <u>  <b>X</b>  </u> | (8)  | <b>52.209-6</b> , Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).   |
| <u>  <b>X</b>  </u> | (9)  | <b>52.209-9</b> , Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).  |
| <u>      </u>       | (10) | [Reserved]   |
| <u>      </u>       | (11) | (i) <b>52.219-3</b> , Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).   |
| <u>      </u>       | (11) | (ii) <b>Alternate I</b> (Nov 2011) of 52.219-3.  |
| <u>      </u>       | (12) | <b>52.219-4</b> , Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).                             |
| <u>      </u>       | (12) | (ii) <b>Alternate I</b> (Jan 2011) of 52.219-4.  |
| <u>      </u>       | (13) | [Reserved]   |
| <u>      </u>       | (14) | (i) <b>52.219-6</b> , Notice of Total Small Business Set-Aside (Nov 2011)(15 U.S.C. 644).  |
| <u>      </u>       | (14) | (ii) <b>Alternate I</b> (Nov 2011).  |
| <u>      </u>       | (14) | (iii) <b>Alternate II</b> (Nov 2011).  |
| <u>      </u>       | (15) | (i) <b>52.219-7</b> , Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).   |
| <u>      </u>       | (15) | (ii) <b>Alternate I</b> (Oct 1995) of 52.219-7.  |
| <u>      </u>       | (15) | (iii) <b>Alternate II</b> (Mar 2004) of 52.219-7.  |
| <u>  <b>X</b>  </u> | (16) | <b>52.219-8</b> , Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).   |

- (17) (i) **52.219-9**, Small Business Subcontracting Plan (Oct 2014)(15 U.S.C. 637(d)(4)). (In accordance with DDP Memo dated 9 Sep 2013, DAR Tracking Number 2013-O0014, Class Deviation—Summary Subcontract Report Submission, this clause is replaced with DFARS Deviation dated Aug 2013. Effective until incorporated into the FAR or DFARS or until rescinded.)
- (17) (ii) **Alternate I** (Oct 2001) of 52.219-9.
- (17) (iii) **Alternate II** (Oct 2001) of 52.219-9.
- (17) (iv) **Alternate III** (Oct 2014) of 52.219-9.
- (18) **52.219-13**, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) **52.219-14**, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f).
- (22) **52.219-28**, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) **52.219-29**, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) **52.219-30**, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) **52.222-3**, Convict Labor (June 2003)(E.O. 11755).
- (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Jan 2014)(E.O. 13126).
- (27) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).
- (28) **52.222-26**, Equal Opportunity (Apr 2015)(E.O. 11246).
- (29) **52.222-35**, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- (30) **52.222-36**, Equal Opportunity For Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- (31) **52.222-37**, Employment Reports on Veterans (Jul 2014)(38 U.S.C. 4212).
- (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (33) (ii) **Alternate I** (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) **52.222-54**, Employment Eligibility Verification (Aug 2013) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (35) (ii) **Alternate I** (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) (i) **52.223-13**, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (36) (ii) **Alternate I** (Jun 2014) of 52.223-13.
- (37) (i) **52.223-14**, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (37) (ii) **Alternate I** (Jun 2014) of 52.223-14.
- (38) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42.U.S.C. 8259b).

- \_\_\_\_\_ (39) (i) **52.223-16**, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_\_ (39) (ii) **Alternate I** (Jun 2014) of 52.223-16.
- X**   (40) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)(E.O. 13513).
- \_\_\_\_\_ (41) **52.225-1**, Buy American--Supplies (May 2014)(41 U.S.C. chapter 83).
- \_\_\_\_\_ (42) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_\_\_ (42) (ii) **Alternate I** (May 2014) of 52.225-3.
- \_\_\_\_\_ (42) (iii) **Alternate II** (May 2014) of 52.225-3.
- \_\_\_\_\_ (42) (iv) **Alternate III** (May 2014) of 52.225-3.
- \_\_\_\_\_ (43) **52.225-5**, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X**   (44) **52.225-13**, Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_\_\_ (45) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_\_\_ (46) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).
- \_\_\_\_\_ (47) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- \_\_\_\_\_ (48) **52.232-29**, Terms for financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (49) **52.232-30**, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (50) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)(31.U.S.C. 3332).
- \_\_\_\_\_ (51) **52.232-34**, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013)(31.U.S.C. 3332).
- \_\_\_\_\_ (52) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_\_\_ (53) **52.239-1**, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_\_\_ (54) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_\_\_ (54) (ii) **Alternate I** (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- \_\_\_\_\_ (1) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- \_\_\_\_\_ (2) **52.222-41**, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_\_\_\_ (3) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_\_ (4) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_\_ (5) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_\_ (6) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain

- \_\_\_\_\_ (7) **52.222-53**, Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).  
\_\_\_\_\_ (8) **52.222-55**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)(41 U.S.C. chapter 67).  
\_\_\_\_\_ (9) **52.222-55**, Minimum Wages Under Executive Order 13658 (Dec 2014)(E. O. 13658).  
\_\_\_\_\_ (10) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).  
\_\_\_\_\_ (11) **52.237-11**, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).  
(ii) **52.219-8**, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.  
(iii) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow Down required in accordance with paragraph (l) of FAR clause 52.222-17.  
(iv) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).  
(v) **52.222-26**, Equal Opportunity (Apr 2015) (E.O. 11246).  
(vi) **52.222-35**, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).  
(vii) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).  
(viii) **52.222-37**, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).  
(ix) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.  
(x) **52.222-41**, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).  
(xi)   X   (A) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_\_ (B) **Alternate I** (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).  
(xii) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014)(41 U.S.C. 351, chapter 67).  
(xiii) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. 351, chapter 67).  
(xiv) **52.222-54**, Employment Eligibility Verification (Aug 2013).  
(xv) **52.222-55**, Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658).

(xvi) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.

(xviii) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**52.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (NOV 2014)**  
(IAW DFARS 225.1101(2)(i))

**52.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)**  
(IAW DFARS 225.7002-3(a), DFARS 212.301(f)(xxvii))

**52.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)**  
(IAW DFARS 226.104)

**52.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)**  
(IAW DFARS 232.7004)

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment; or

(4) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

- 252.232-7010**            **LEVIES ON CONTRACT PAYMENTS** (DEC 2006)  
(IAW DFARS 232.7102)
- 252.243-7002**            **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2012)  
(IAW DFARS 243.205-71)
- 252.244-7000**            **SUBCONTRACTS FOR COMMERCIAL ITEMS** (JUN 2013)  
(IAW DFARS 244.403)
- 252.247-7023**            **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (APR 2014)  
(IAW DFARS 247.574(b))

ADDENDUM TO CLAUSE 52.212-4

**G01**

**TRANSPORTATION APPROPRIATION CHARGEABLE (OCT 2008)**

The Transportation Allotment Identification (TAI) relates directly to the above ACRN(s). For example the TAI "TAA" is for the same line item(s) as ACRN "AA".

FMS TRANSPORTATION ALLOTMENT SHALL BE USED ONLY WHEN SHIPMENT ON GOVERNMENT BILL OF LADING IS AUTHORIZED

Insert 3 if movement via surface mode or 2 if movement via airlift in place of any "#" shown.  
 Insert last digit of current fiscal year in place of any asterisk "\*" shown when material is shipped.

TAI	ATAC	FMS ALLOTMENT/Note
TAA		
TAA	ACRN AA (USAF TRANSPORTATION DOC) or <b>FRS3</b>	

**5352.201-9101 OMBUDSMAN (NOV 2014)**  
 (IAW AFFARS 5301.9103)

(c) If resolution cannot be made by the contracting officer, interested party may contact the ombudsman, **Kevin Flinders** at **801 777-6549**, FAX **801 777-6830**, email **kevin.flinders@us.af.mil**. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

**52.203-3 GRATUITIES (APR 1984)**  
 (IAW FAR 3.202)

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**  
 (IAW DFARS 203.970)

**252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010) (FEB 2015)**  
 (IAW DARS Tracking # 2015-O0010)

**52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)**  
 (IAW FAR 4.1804(c), FAR 12.301(d))

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**  
 (IAW FAR 4.1202(b))

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)**  
 (IAW DFARS 204.7304, DFARS 212.301(f)(vi))

**252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)**  
 (IAW DFARS 204.7403(c), DFARS 212.301(f)(ix))

**ITEM IDENTIFICATION MARKING AND SHELF LIFE ITEM PROVISIONS (FEB 1998)**  
 (IAW AFMCI 23-102 Chapter 6 Para 6.2.7.3)

Requirements set forth below shall apply to any contract issued thereon and will take precedence over other inconsistent requirements herewith. All standards, bulletins, and publications referenced herein shall be of the issue in effect on the date of this document.

1. PHYSICAL MARKING OF ITEMS:

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

2. PACKAGE AND CONTAINER MARKING: Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.

MIL-STD-129/ASTM-D-3951:

a. Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified and ASTM-D-3951 when commercial packaging is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized.

(1) Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.

(2) When applicable, the Air Force project designator code shall be included as the last line of the address marking and the project name related to the project code shall be marked in the clear on the exterior shipping container.

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

c. When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

d. All interior packages and shipping containers for articles and materials classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P 4030.19 shall be marked, regardless of exemption for mode of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) -- 1 qt.

e. On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packing lists shall be placed only inside the containers.

f. Special markings for packages and containers when specified on AFMC Form 158 shall be complied with as a part of MIL-STD-129.

g. All special coated terneplate containers shall be marked with the legend "CAUTION--DO NOT REUSE AS FOOD CONTAINERS."

h. Bar code markings in accordance with MIL-STD-129 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13 digit contract number (plus, if applicable, the four digit call number). Excluded from Bar Code Marking are:

(1) Foreign Military Sales.

(2) Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.

(3) Multipack Exterior Shipping Containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right hand corner).

(4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

i. Shipments of wheeled items weighing 2,000 pounds or more and scheduled for transportation by military aircraft will be marked with the individual axle weights in accordance with MIL-STD-129.

3. WARRANTED ITEMS: When the contract contains warranty requirements, warranty information shall be applied on containers and items as follows:

a. Container markings shall be as specified in MIL-STD-129. The period or conditions of the warranty shall be specifically stated, i.e., landings, flight hours, operating hours, days from shipping date, etc.

b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letters on yellow FED-STD-595 color 13655) background. The marking shall include the same period or condition required on the containers.

#### 4. SHELF LIFE ITEMS

##### a. MARKING

(1) Shelf life items shall be marked in accordance with MIL-STD-129.

(2) Mark items controlled in MIL-STD-1523, or in specifications furnished as a part of the contract or purchase order, with the cure or assembly dates specified therein.

b. DELIVERY. Unless specified otherwise in the contract, shelf life items shall have a minimum of 90% of the "storage period" remaining at the time of delivery to the Government.

#### **52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)** (IAW FAR 12.301(b)(3))

#### **THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.212-5 PARA (b)(22):**

#### **52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

[Contractor to sign and date and insert authorized signer's name and title].

#### **52.222-20 CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000** (MAY 2014) (IAW FAR 22.610)

#### **52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)** (IAW FAR 23.804(a))

(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).

<b>5352.223-9000</b>	<b>ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs)</b> (NOV 2012) (IAW AFFARS 5323.804-90)
<b>252.225-7002</b>	<b>QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</b> (DEC 2012) (IAW DFARS 225.1101(3))
<b>252.225-7048</b>	<b>EXPORT-CONTROLLED ITEMS</b> (JUN 2013) (IAW DFARS 225.7901-4)
<b>52.229-4</b>	<b>FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)</b> (FEB 2013) (IAW FAR 29.401-3(b))
<b>52.232-39</b>	<b>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</b> (JUN 2013) (IAW FAR 32.706-3)
<b>52.232-40</b>	<b>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</b> (DEC 2013) (IAW FAR 32.009-2)
<b>252.232-7006</b>	<b>WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS</b> (MAY 2013) (IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

(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 System for Award Management 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.

(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

\_\_\_\_\_  
(Contracting Officer: Insert applicable document type(s).

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.

\_\_\_\_\_  
See Schedule \_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(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	See Schedule
Issue By DoDAAC	See Schedule
Admin DoDAAC	See Schedule
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	See Schedule
Service Acceptor (DoDAAC)	See Schedule
Accept at Other DoDAAC	See Schedule
LPO DoDAAC	See Schedule
DCAA Auditor DoDAAC	See Schedule
Other DoDAAC(s)	See Schedule

(\*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.

\_\_\_\_\_  
 Andrew.Wright.13@us.af.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

\_\_\_\_\_  
 Randall.Bowers@us.af.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(The above Clause/Provision has been modified.)

**ACCOUNTING AND APPROPRIATION DATA (AUG 1998)**

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	97 X4930 .FC04 64 5 47 GH 15B01B 01N000 00000 ERR CNP 503000 F03000 PSR: K05008 FSR: 001679 DSR: 102646	
REFERENCE:		
AA	F2DCCW5048B004	
<b>ACRN TOTAL</b>		

52.246-11

**HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**  
 (IAW FAR 46.311, DFARS 246.202-4(1))

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]\*

Title	Number	Date	Tailoring
<b>*See Individual Line Item Schedule</b>			

**52.246-16 RESPONSIBILITY FOR SUPPLIES** (APR 1984)  
 (IAW FAR 46.316)

**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT** (MAR 2008)  
 (IAW DFARS 246.370)

**INSPECTION AND ACCEPTANCE** (SEP 1999)  
 (IAW FAR 46.401(b), FAR 46.503)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final):

Item No(s): **See schedule for items with the following code(s) listed below :**  
**Inspection Code and Address:**  
 81982  
 HYDRO-AIRE, INC.  
 3000 WINONA AVE  
 BURBANK, CA 91504-2540

**52.247-1 COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)  
 (IAW FAR 47.104-4(a), FAR 47.104-4(b))

**52.247-29 F.O.B. ORIGIN** (FEB 2006)  
 (IAW FAR 47.303-1(c))

**52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)  
 (IAW FAR 47.303-2(c))

**52.247-60 GUARANTEED SHIPPING CHARACTERISTICS** (DEC 1989)  
 (IAW FAR 47.305-16(b)(1))

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: **Wood Box** [ ], **Fiber Box** [ ], **Barrel** [ ], **Reel** [ ], **Drum** [ ], **Other (Specify)** \_\_\_\_\_;

(ii) Shipping configuration: **Knocked-down** [ ], **Set-up** [ ], **Nested** [ ], **Other (specify)** \_\_\_\_\_;

(iii) Size of container: " \_\_\_\_\_ " (Length), x \_\_\_\_\_ " (Width), x \_\_\_\_\_ " (Height) = \_\_\_\_\_ Cubic Ft;

(iv) Number of items per container \_\_\_\_\_ Each;

(v) Gross weight of container and contents \_\_\_\_\_ Lbs

(vi) Palletized/skidded [ ] **Yes** [ ] **No**;

(vii) Number of containers per pallet/skid \_\_\_\_\_;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs **Cube** \_\_\_\_\_;

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \*--

**Size of railcar** \_\_\_\_\_

**Type of railcar** \_\_\_\_\_  
 (xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ \*--  
**Size of trailer** \_\_\_\_\_ **FT**  
**Type of trailer** \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \* \_;
- (ii) Tender/Tariff \*\* \_;
- (iii) Item \*\*\* \_;

*Rate	**Tender	***Item No
		0001
		0002
		0003
		0004
		0005
		0006
		0007
		0008

**52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)**  
 (IAW FAR 47.303-17(f))

**F.O.B. ORIGIN (OCT 1993)**  
 (IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

F.O.B. Address
<b>9A289            DOUBLE "J" PACKAGING            9834 GLENOAKS BLVD            SUN VALLEY, CA 91352-1046</b>

**LIST OF DOCUMENTS, EXHIBITS OR ATTACHMENTS**

Form Number	Description/File Name	Date	Number of Pages
	Statement_of_Work.pdf	05APR2014	4
462	Special Packaging 1630012295724_Attachment_A.doc	17APR2012	1
	Engineering_Data_List.pdf 1630012295724	17APR2012	1
	Item_Description.pdf 1630012295724	UNDATED	1
158	Packaging_Requirement.pdf	30JAN2015	2
1653	Transportation_Data.pdf	30JAN2015	5
	EDL_Report.pdf 1630012295696	20FEB2015	
	Item_Description.pdf 1630012295696	20FEB2015	
	1630012295696LE_Attachment_A.doc Engineering Instructions	26JAN2015	
	EDL_Report.pdf 1630012524699	20FEB2015	
	Item_description 1630012524699	20FEB2015	
	1630012524699LE_Attachment_A.doc Engineering Instructions	26JAN2015	
	EDL_Report.pdf 1630012524698	20FEB2015	
	Item_Description.pdf 1630012524698	20FEB2015	
	1630012524698LE_Attachment_A.doc Engineering Instructions	26JAN2015	
	EDL_Report.pdf 1630012295726	20FEB2015	
	Item_Description.pdf 1630012295726	20FEB2015	
	1630012295726LE_Attachment_A.docx Engineering Instructions	26JAN2015	
	EDL_Report.pdf 1630012295698	20FEB2015	
	Item_Description.pdf 1630012295698	20FEB2015	
	1630012295698LE_Attachment_A.doc Engineering Instructions	26JAN2015	
	EDL_Report.pdf 1630012295697	20FEB2015	
	Item_description.pdf 1630012295697	20FEB2015	
	1630012295697LE_Attachment_A.doc Engineering Instructions	26JAN2015	
	EDL_Report.pdf 1630012321676	20FEB2015	
	Item_Description.pdf 1630012321676	20FEB2015	
	1630012321676LE_Attachment_A.doc Engineering Instructions	26JAN2015	