

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.

**PART I - THE SCHEDULE  
 SECTION E  
 INSPECTION AND ACCEPTANCE**

**52.246-2**                            **INSPECTION OF SUPPLIES--FIXED-PRICE** (AUG 1996)  
 (IAW FAR 46.302)

**52.246-11**                            **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT** (FEB 1999)  
 (IAW FAR 46.311, DFARS 246.202-4(1))

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

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

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

**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): <b>See schedule for items with the following code(s) listed below :</b>
<b>Inspection Code and Address:</b> 81982 HYDRO-AIRE, INC. 3000 WINONA AVE BURBANK, CA 91504-2540  9A289 DOUBLE "J" PACKAGING 9834 GLENOAKS BLVD SUN VALLEY, CA 91352-1046

**PART I - THE SCHEDULE  
 SECTION F  
 DELIVERIES OR PERFORMANCE**

- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**  
(IAW FAR 11.703(b))
- 52.242-15 STOP-WORK ORDER (AUG 1989)**  
(IAW FAR 42.1305(b)(1))
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**  
(IAW FAR 42.1305(c))
- 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

**52.247-61 F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS (APR 1984)**  
 (IAW FAR 47.305-16(c))

**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
<p><b>81982</b>  <b>HYDRO-AIRE, INC.</b>  <b>3000 WINONA AVE</b>  <b>BURBANK, CA 91504-2540</b></p> <p><b>9A289</b>  <b>DOUBLE "J" PACKAGING</b>  <b>9834 GLENOAKS BLVD</b>  <b>SUN VALLEY, CA 91352-1046</b></p>

**PART I - THE SCHEDULE  
 SECTION G  
 CONTRACT ADMINISTRATION DATA**

**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	ACRN AA (USAF TRANSPORTATION DOC) or <b>FRS3</b>	

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**  
 (IAW DFARS 232.7004(b), PGI 232.7004(b)(1))

(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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	FA8203
Admin DoDAAC	S0512A
Inspect By DoDAAC	SEE SCHEDULE
Ship To Code	SEE SCHEDULE
Ship From Code	SEE SCHEDULE
Mark For Code	SEE SCHEDULE
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(\*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.

                  luzviminda.castro@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.

\_\_\_\_\_ Randy Bowers/PH No. 801-777-9147 \_\_\_\_\_  
 (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 4 47 GH 15B01B 01N000 00000 ERR CNP 503000 F03000 PSR: K02309 FSR: 001679 DSR: 076900		\$201,792.00
REFERENCE:		
AA F2DCCW4147B003		
	<b>ACRN TOTAL</b>	<b>\$ 201,792.00</b>

**PART II - CONTRACT CLAUSES  
 SECTION I  
 CONTRACT CLAUSES**

**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@hill.af.mil** . Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/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.

- 52.202-1 DEFINITIONS (NOV 2013)**  
(IAW FAR 2.201)
- 52.203-3 GRATUITIES (APR 1984)**  
(IAW FAR 3.202)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**  
(IAW FAR 3.404)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**  
(IAW FAR 3.503-2)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**  
(IAW FAR 3.502-3)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**  
(IAW FAR 3.104-9(a))
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**  
(IAW FAR 3.104-9(b))

- 52.203-12**                    **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**  
(OCT 2010)  
(IAW FAR 3.808(b))
- 52.203-17**                    **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO**  
**INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (APR 2014)  
(IAW FAR 3.908-9)
- 252.203-7000**                **REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS**  
(SEP 2011)  
(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
- 252.203-7001**                **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-**  
**CONTRACT-RELATED FELONIES** (DEC 2008)  
(IAW DFARS 203.570-3)
- 252.203-7002**                **REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**  
(SEP 2013)  
(IAW DFARS 203.970)
- 52.204-4**                    **PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** (MAY 2011)  
(IAW FAR 4.303)
- 52.204-10**                    **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT**  
**AWARDS** (JUL 2013)  
(IAW FAR 4.1403(a))
- 252.204-7003**                **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)  
(IAW DFARS 204.404-70(b))
- 252.204-7012**                **SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION**  
(NOV 2013)  
(IAW DFARS 204.7303, 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))
- 52.209-6**                    **PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH**  
**CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT**  
(AUG 2013)  
(IAW FAR 9.409)
- 252.209-7004**                **SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE**  
**GOVERNMENT OF A TERRORIST COUNTRY** (MAR 2014)  
(IAW DFARS 209.409)
- 52.211-5**                    **MATERIAL REQUIREMENTS** (AUG 2000)  
(IAW FAR 11.304)
- 52.211-15**                    **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** (APR 2008)  
(IAW FAR 11.604(b))
- This is a rated order certified for national defense , emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).
- 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/uid/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 repairables and DoD serially managed nonrepairables 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.

**52.215-2**                    **AUDIT AND RECORDS--NEGOTIATION** (OCT 2010)  
 (IAW FAR 15.209(b)(1))

**52.215-8**                    **ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT** (OCT 1997)  
 (IAW FAR 15.209(h), AFFARS 53.15.209(h))

**52.215-14**                  **INTEGRITY OF UNIT PRICES** (OCT 2010)  
 (IAW FAR 15.408(f)(1))

**52.215-14**                  **INTEGRITY OF UNIT PRICES -- ALTERNATE I** (OCT 1997)  
 (IAW FAR 15.408(f)(2))



**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)**  
(IAW FAR 19.708(a))

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**  
(IAW FAR 19.309(d))

(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].

**52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)**  
(IAW FAR 22.1505(b))

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

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**  
(IAW FAR 22.810(a)(1))

**52.222-26 EQUAL OPPORTUNITY (MAR 2007)**  
(IAW FAR 22.810(e))

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)**  
(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))

**52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**  
(IAW FAR 22.1408(a))

**52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)**  
(IAW FAR 22.1310(b))

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**  
(IAW FAR 22.1605)

**52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**  
(IAW FAR 22.1705(a))

**52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**  
(IAW FAR 23.505)

**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).

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** (AUG 2011)  
(IAW FAR 23.1105)
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM** (JUN 2013)  
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs)**  
(NOV 2012)  
(IAW AFFARS 5323.804-90)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** (JUN 2008)  
(IAW FAR 25.1103(a))
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM** (DEC 2012)  
(IAW DFARS 225.1101(2)(i))
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** (DEC 2012)  
(IAW DFARS 225.1101(3))
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (FEB 2013)  
(IAW DFARS 225.7002-3(a), DFARS 212.301(f)(xxvii))
- 252.225-7048 EXPORT-CONTROLLED ITEMS** (JUN 2013)  
(IAW DFARS 225.7901-4)
- 52.227-1 AUTHORIZATION AND CONSENT** (DEC 2007)  
(IAW FAR 27.201-2(a)(1))
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (DEC 2007)  
(IAW FAR 27.201-2(b))
- 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)**  
(FEB 2013)  
(IAW FAR 29.401-3(b))
- 52.232-1 PAYMENTS** (APR 1984)  
(IAW FAR 32.111(a)(1))
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)  
(IAW FAR 32.111(b)(1))
- 52.232-11 EXTRAS** (APR 1984)  
(IAW FAR 32.111(c)(2))
- 52.232-17 INTEREST** (MAY 2014)  
(IAW FAR 32.611(a), FAR 32.611(b))
- 52.232-23 ASSIGNMENT OF CLAIMS** (MAY 2014)  
(IAW FAR 32.806(a)(1))
- 52.232-25 PROMPT PAYMENT** (JUL 2013)  
(IAW FAR 32.908(c))

(a) *Invoice payments—*

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **7th** day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over

quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**  
(IAW FAR 32.1110(a)(1))

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**  
(IAW FAR 32.706-3)

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**  
(IAW FAR 32.009-2)

**252.232-7003 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)

**52.233-1 DISPUTES (MAY 2014)**  
(IAW FAR 33.215)

- 52.233-3**                    **PROTEST AFTER AWARD** (AUG 1996)  
(IAW FAR 33.106(b))
- 52.233-4**                    **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004)  
(IAW FAR 33.215(b))
- 52.242-13**                  **BANKRUPTCY** (JUL 1995)  
(IAW FAR 42.903)
- 52.243-1**                    **CHANGES--FIXED-PRICE** (AUG 1987)  
(IAW FAR 43.205(a)(1))
- 252.243-7001**                **PRICING OF CONTRACT MODIFICATIONS** (DEC 1991)  
(IAW DFARS 243.205-70)
- 252.243-7002**                **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2012)  
(IAW DFARS 243.205-71)
- 52.244-5**                    **COMPETITION IN SUBCONTRACTING** (DEC 1996)  
(IAW FAR 44.204(c))
- 52.244-6**                    **SUBCONTRACTS FOR COMMERCIAL ITEMS** (JUL 2014)  
(IAW FAR 44.403)
- 252.244-7000**                **SUBCONTRACTS FOR COMMERCIAL ITEMS** (JUN 2013)  
(IAW DFARS 244.403)
- 52.247-1**                    **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)  
(IAW FAR 47.104-4(a), FAR 47.104-4(b))
- 252.247-7023**                **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (APR 2014)  
(IAW DFARS 247.574(b))
- 52.249-2**                    **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)**  
(APR 2012)  
(IAW FAR 49.502(b)(1)(i))
- 52.249-8**                    **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)  
(IAW FAR 49.504(a)(1))
- 52.252-2**                    **CLAUSES INCORPORATED BY REFERENCE** (FEB 1998)  
(IAW FAR 52.107(b))

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):**

Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfarTOC.htm>

[http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af\\_afmc/affars/affar1toc.htm](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm)

**NOTE:** After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

- 52.253-1**                    **COMPUTER GENERATED FORMS** (JAN 1991)  
(IAW FAR 53.111)

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J**  
**LIST OF ATTACHMENTS**

Form Number	Description/File Name	Date	Number of Pages
01	4698_EDL_REPORT.pdf ENGINEERING DATA LIST-4698	07APR2012	1
02	4698_EI.pdf ENGINEERING DATA REQUIREMENTS (ATTACHMENT A)-4698	17APR2012	1
03	5697_EI.pdf ENGINEERING DATA REQUIREMENTS (ATTACHMENT A)-5697	17APR2012	1
04	5697_EDL_REPORT.pdf Engineering Data List-5697	17APR2012	1
05	PKGRQMT_REPORT.pdf Packaging Report	20MAY2014	2
06	PHST_SOW.pdf SOW	05APR2014	5
07	TRNSPDATA_REPORT.pdf Transportation Data	21MAY2014	2