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 http://www.epcglobalinc.org/standards/.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, 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 https://wawf.eb.mil/.

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(End of clause)

52.211-9010   SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P   (MAR 2012)   DLAD

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

52.246-11   HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT   (FEB 1999)   FAR

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
[]	ISO	9001	2000	
[]				
[]				
[]				

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]
(End of clause)

52.246-9008   INSPECTION AND ACCEPTANCE AT ORIGIN   (NOV 2011)   DLAD

(a) Inspection and Acceptance are at Origin.
(b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.
(c) The Offeror shall indicate below the location where supplies will be inspected:
Supplies:
Plant:
HYDRO-AIRE, INC.
_____
Commercial and Government Entity (CAGE) Code: 81982
_____
Street: 3000 WINONA AVE
_____
City/State/Zip: BURBANK, CA, 91504-2540
_____
Applicable to contract line-item(s) (CLIN(s):
ALL
_____
(d) The Offeror shall indicate below the location where packaging will be inspected:
Packaging:
[ ] Same as for supplies, or,
Plant:
DOUBLE J PACKAGING CO INC
_____
Cage Code: 9A289
_____
Street: 9834 GLENOAKS BLVD
_____
City/St/Zip: SUN VALLEY, CA, 91352-1046
_____
Applicable to clin(s): ALL
_____
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SECTION F - DELIVERIES OR PERFORMANCE

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

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

52.247-29 F.O.B. ORIGIN (FEB 2006) FAR

52.247-9056 ADDENDUM TO FAR 52.247-29 FREE ON BOARD (F.O.B.) ORIGIN (SEP 2012) DLAD

The offeror/contractor shall identify the location of origin below.
[   ] Same as Offeror (the Offeror shall fill in the city and state):
[   ] Other (the Offeror shall fill-in the city and state):

_____

City

_____

State

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD
(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(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 (MAY 2013) 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 (OCT 2008) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

52.233-01 DISPUTES (JUL 2002) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013) FAR

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA (MAY 2002) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002), ALT III (MAY 2000) 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)