

Facility: _____

Military or Federal Specification or Standard: _____

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

**PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING**

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.

SHIPPING CONTAINER MARKING

All shipping containers shall be marked meeting the following criteria:

12. MIL-STD-129 P, Standard Practice for Military Marking.
13. Bar code format shall conform to bar code symbology Format 3 of 9, Code 39 as specified in MIL-STD-129 P.
14. Additional marking and/or bar coding requirements exceeding those of MIL-STD-129 P, e.g., unit serial numbers, original equipment manufacturer's (OEM) name, or OEM model number, as specified on the AFMC Form 158:

PACRN(s) Applicable	Additional Bar Coding or Marking Requirements (if applicable)
PAA	Not Applicable

MILITARY PACKAGING AND MARKING

Items shall be packaged in accordance with MIL-STD-2073-1D, Standard Practice for Military Packaging. Shipping and storage markings shall be in accordance with MIL-STD-129P, Standard Practice for Military Marking.

The MIL-STD-2073-1 SPI/Specification is as follows:

PACRN	PRESERVATION LVL	PACKING LVL	QUP	SPI NUMBER	SPI REVISION	SPI DATE
PAA	MIL	B	001	F000003XC4		21JUN2006

PACRN	QUP	ICQ	PS MT	C D	PS ML	WP ML	CU DU	C T	U C	I C	U C L	SM
PAA	001	000	41	1	00	XX	XX	X	NS	00	B	17
WGT	LGTH		WDTH		DPTH				CUBE			O P I
2.50	9.3		6.3		4.0				.136			
PACRN	PACK LVL	PRES LVL	SUPPLEMENTAL PACKAGING									
PAA	B	MIL										

COMMERCIAL BILL OF LADING SHIPMENTS - CARRIER'S RATES

The Contractor shall ensure that proposed carrier's rates are equal to or better than rates available to the Government. Contact the transportation officer for this contract, as identified by the Administrative Contracting Officer, for confirmation that the proposed carrier's rates are no higher than those otherwise available to the Government. List the shipping costs on the invoice to the Government and attach a copy of the carrier's billing. Failure to properly annotate the invoice and provide a copy of the carrier's billing may result in those costs not being reimbursed or only partially reimbursed.

UNILATERAL AMENDED SHIPPING INSTRUCTIONS (ASIs), F.O.B. Origin

13. An ASI is a change to the shipping instructions of one or more units or shipment lots of a contract line item. Multiple ASIs for multiple contract line items may be issued under one document.
14. Unilateral ASIs with changes only to the "Ship To and Mark For" instructions, issued 20 calendar days or more before the contract scheduled delivery date, shall be accepted by the Contractor at no change in contract price.
15. All other ASIs, including those requiring a change to the "Ship To and Mark For" which are issued 19 days or less before the contract scheduled delivery date; and those for changes to the

preservation, packaging, and packing requirements or the F.O.B. point, shall be subject to the negotiation of an equitable adjustment under the contract.

TRANSPORTATION APPROPRIATION CHARGEABLE

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	FSR3	

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
*See Individual Line Item Schedule				

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): 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

PART I - THE SCHEDULE SECTION F DELIVERIES OR PERFORMANCE

52.211-16 **VARIATION IN QUANTITY** (APR 1984)
(IAW FAR 11.703(a))

(b) The permissible variation shall be limited to:

Percent increase (See individual line item(s)) Percent decrease (See individual line item(s))
This increase or decrease shall apply to (See individual line item(s)).

- 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))
- 52.247-65 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
 9A289 DOUBLE J PACKAGING CO INC 9834 GLENOAKS BLVD SUN VALLEY, CA 91352-1046

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

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

(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).

(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.

(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	
Issue By DoDAAC	

Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
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.

(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.

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

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

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	97 X4930 FC04 64 3 47 GH 15400Z 01N000 00000 EERRCT 503000 F03000	\$232,602.00
	PSR: 576205 FSR: 001679	
ACRN TOTAL		\$ 232,602.00

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

5352.201-9101

OMBUDSMAN (NOV 2012)
(IAW AFFARS 5301.9103)

(c) If resolution cannot be made by the contracting officer, interested party may contact the ombudsman, **Michael Wood** at **801 586-0660**, FAX **801 777-0389**, email **michael.wood@hill.af.mil**. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU or AFISRA 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) 256-2397, facsimile number (571) 256-2431.

52.202-1

DEFINITIONS (JAN 2012)
(IAW FAR 2.201)

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

52.203-5 **COVENANT AGAINST CONTINGENT FEES** (APR 1984)
 (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** (OCT 2010)
 (IAW FAR 3.502-3)

52.203-8 **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR
IMPROPER ACTIVITY** (JAN 1997)
 (IAW FAR 3.104-9(a))

52.203-10 **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (JAN 1997)
 (IAW FAR 3.104-9(b))

52.203-12 **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**
(OCT 2010)
 (IAW FAR 3.808(b))

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

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**
(JAN 2009)
 (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))

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** (DEC 2006)
 (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 IDENTIFICATION AND VALUATION (JUN 2013)
(IAW DFARS 211.274-6(a)(1), DFARS 212.301(f)(vi))

(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.

(c) *Unique item identifier.*

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

- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

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 as specified in Attachment Number (See Schedule as Applicable).

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)
(IAW DFARS 211.275-3)

(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
0001				

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- 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** (JUL 2013)
(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** (MAR 2012)
(IAW FAR 22.1505(b))
- 52.222-20** **WALSH-HEALEY PUBLIC CONTRACTS ACT** (OCT 2010)
(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** (SEP 2010)
(IAW FAR 22.1310(a)(1), DFARS 22.1310(a)(1))
- 52.222-36** **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES** (OCT 2010)
(IAW FAR 22.1408(a))
- 52.222-37** **EMPLOYMENT REPORTS ON VETERANS** (SEP 2010)
(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) N/A*, 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)
- 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))
- 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)**
(IAW DFARS 225.7003-5(a)(1))
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013)**
(IAW DFARS 225.7003-5(a)(2))
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)**
(IAW DFARS 225.7002-3(a))
- 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 (OCT 2010)
(IAW FAR 32.611(a), FAR 32.611(b))

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(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)

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** (JUL 2002)
(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 2013)
(IAW FAR 44.403)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS** (JUN 2013)
(IAW DFARS 244.403)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE** (JUN 2003)
(IAW FAR 46.710(a)(1))

(b) *Contractor's obligations.*

- (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for _____
* _____--

(c) *Remedies available to the Government.*

- (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within _____. **

Item No(s)	*Time after delivery	**Written notice within
0001	12 MONTHS	45 DAYS AFTER DISCOVERY OF NON-CONFORMANCE

- 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** (JUN 2013)
(IAW DFARS 247.574(b)(1))
- 52.248-1 **VALUE ENGINEERING** (OCT 2010)
(IAW FAR 48.201(b), FAR 48.201(f))
- 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

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).

- 52.252-6 **AUTHORIZED DEVIATIONS IN CLAUSES** (APR 1984)
(IAW FAR 52.107(f))
- 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
	EDL.pdf	23JAN2012	1
	ENGINEERING DATA LIST		
	EDR.pdf	07FEB2012	1
	ENGINEERING DATA REQUIREMENTS (ATTACH A)		
	SOW.pdf	21JUL2009	3
	STATEMENT OF WORK		

ENGINEERING DATA LIST										*HISTORY*	
REVISION: 1		DATA TECH:		ORGANIZATION/OFFICE SYMBOL:		END ITEM:		PAGE			
23 JAN 2012		Lehr, Gerald L		418 SCMS / GULABB		LC-130		1 OF 1			
CAGE:		MANUFACTURER NAME:		REFERENCE NUMBER:		NOUN:		NSN:			
98897		LOCKHEED MARTIN CORPORATION		697133-1		VALVE ASSEMBLY, HYDR		1650018870956LE			
LINE /SUB	CAGE	ENG DRAWING NUM / ACCOMP DOC NUM	REV	NR SHEETS	FURN CODE	DIST CODE	NOUN	REMARKS			
L	98897	697133	C		S		VALVE - EMERGENCY DUMP 3 WAY 2 POSITION				
L	98747	HILL AF FORM 462			X		ENGINEERING DATA REQUIREMENTS (ATTACHMENT "A")				
STANDARD ENGINEERING TEXT											
FURNISHED METHOD CODE LEGEND: C - CLASSIFIED DOCUMENT. S - FURNISHED WITH SOLICITATION. M - STABLE BASE DRAWING REQUIRED; FURNISHED WITH CONTRACT AWARD. X - DATA SUPPLIED (NOT IN JEDMICS). R - FURNISHED BY PCO UPON REQUEST. P - PARTIAL DOCUMENT FURNISHED. V - VENDOR DRAWING; (NOT PROVIDED). G - GOVT DOCUMENT. O - OTHERS, CONTRACTOR MUST ACQUIRE. A - DATA NOT AVAILABLE.											

REV:	ENGINEERING DATA REQUIREMENTS (ATTACHMENT "A")	
NOTE: MILITARY SPECIFICATIONS - STANDARDS WILL NOT BE FURNISHED IN THE BID SET.		
1. THE FOLLOWING INSTRUCTIONS ARE FURNISHED FOR THE MANUFACTURE OF: VALVE-EMERGENCY DUMP 3 WAY 2 POSITION		
2. PART NUMBER: 697133-1	3. NATIONAL STOCK NUMBER: 1650-01-087-0956LE	

4. THE FOLLOWING ARE STANDARD STATEMENTS AND SHALL GO ON ALL ATTACHMENT "A'S" DEVELOPED FOR OO-ALC LANDING GEAR ENGINEERING:

A. OO-ALC LANDING GEAR ENGINEERING RETAINS ALL RIGHTS TO REVIEW AND ACCEPT MATERIAL REVIEW BOARD (MRB'S) DISPOSITIONS PRIOR TO SHIPMENT OF DISCREPANT ITEM. ALL DEVIATIONS, MINOR AND MAJOR, FROM THE ENGINEERING DRAWING PACKAGE SHALL BE SUBMITTED FOR MRB DISPOSITION.

B. PRIOR TO CONTRACT AWARD, THE CONTRACTOR SHALL CERTIFY TO THE GOVERNMENT IN WRITING FULL COMPLIANCE WITH MANUALS, SPECIFICATIONS, AND STANDARDS CALLED OUT AND REQUIRED FOR THE MANUFACTURE OF THIS CONTRACTED LANDING GEAR COMPONENT/ASSEMBLY. CONTRACTOR IS RESPONSIBLE TO COMPLETELY SEARCH THESE MANUAL, SPECIFICATIONS, AND STANDARDS AND FULLY UNDERSTAND THE REQUIREMENTS NECESSARY TO MANUFACTURE LANDING GEAR COMPONENTS. ANY QUESTIONS CAN BE FORWARDED TO OO-ALC LANDING GEAR ENGINEERING.

5. PART MARKING AND IDENTIFICATION SHALL BE APPLIED PER MIL-STD-130.

PREPARED BY: Trang Nguyen	OFFICE SYMBOL: 417 SCMS/GUEA	DATE FEBRUARY 7, 2012
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21 July 2009

STATEMENT OF WORK

PRESERVATION, PACKAGING & MARKING REQUIREMENTS

The contractor shall be responsible for the preservation, packaging and packing of all items to be delivered under the terms of this contract. Packaging procedures will be established in accordance with AFMCI 24-201, specifically Paragraph 3.7 and MIL-STD-2073-1D. Packaging requirements for inclusion in AFMC contractual documents shall be accomplished with the information on a current AFMC Form 158 (Packaging Requirements) by the Source of Supply, (SOS) Product Center Packaging Specialist. Marking and Labeling of shipments and labeling of items shall conform to MIL-STD 129P, and applicable Vendor Instructions will be selected when PR/MIPRs are accomplished electronically. When contracts do not have National Stock Numbers (NSN) provided, the AFMC Form 158, or Purchase Request, will specify the following. When National Stock Numbers are identified the contracting officer will send a request, for a revised AFMC Form 158 to the Responsible Packaging Office and obtain correct packaging requirements for the contract.

INTERNATIONAL STANDARDS for PHYTOSANITARY MEASURES

Revision of ISPM No. 15

REGULATION OF WOOD PACKAGING MATERIAL FOR INTERNATIONAL TRADE.

REQUIREMENTS: USE THE LATEST REVISION OF (ISPM No. 15)

THE FOLLOWING STATEMENT IS IN COMPLIANCE WITH THE UNITED NATIONS-IMPLEMENTED RESTRICTIONS ON WOOD PACKING MATERIAL (WPM). THIS REQUIREMENT IS SPECIFICALLY CONCERNED WITH INVASIVE SPECIES SUCH AS THE PINEWOOD NEMATODE. WPM IS DEFINED AS WOOD PALLETS, SKIDS, LOAD BOARDS, PALLET COLLARS, WOODEN BOXES, REELS, DUNNAGE, CRATES, FRAMES, AND CLEATS. THE STATEMENT BELOW CITES THE REQUIREMENTS IN DETAIL AND COVERS LUMBER FOR BUILDING CONTAINERS AND PALLETS USED FOR DELIVERIES RESULTING IN SHIPMENTS WORLDWIDE (DIRECT, OR THROUGH AIR LOGISTICS CENTERS (ALC), CONTAINER CONSOLIDATION POINTS (CCP), OR OTHER BASES).

WOODEN LUMBER, WOODEN PALLET AND PACKAGING/CONTAINER STATEMENT:

ALL WOODEN LUMBER, WOODEN PALLET'S, AND WOODEN CONTAINERS PRODUCED ENTIRELY OR IN PART OF WOOD PACKING MATERIAL (WPM) SHALL BE CONSTRUCTED FROM DEBARKED WOOD IN ADDITION TO HEAT-TREATED (HT) MATERIAL (HT TO 56 DEGREES CENTIGRADE OR 133 DEGREES FAHRENHEIT FOR 30 MINUTES). CERTIFICATION/MARKING IS REQUIRED BY AN ACCREDITED AGENCY RECOGNIZED BY THE AMERICAN

LUMBER STANDARDS COMMITTEE (ALSC). FOR REFERENCE DOCUMENTATION, SEE "INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES, LATEST REVISION OF ISPM) NO. 15. AND DOD 4140.01-M-1 COMPLIANCE FOR DEFENSE PACKAGING: Phytosanitary Requirements for Wood Packaging Material (WPM) Office.

ELECTROSTATIC MATERIAL (when applicable)

Provisions of MIL-STD-1686C will apply when identifying all solid state devices and modules containing diodes, translators, integrated circuits and/or other microelectronic components sensitive to electrostatic forces. All such items will be packaged using electrostatic free barrier materials and will clearly bear "Electrostatic Sensitive Device" labels.

HAZARDOUS MATERIALS (when applicable)

Hazardous materials that require Performance Oriented Packaging (POP) shall be packaged and marked (UN container markings and hazardous commodities markings) in accordance with the following regulations: AFMAN 24-204(I), International Civil Aviation Organization (ICAO), International Maritime Dangerous Goods Code (IMDG, Annex 1), 29 CFR, Department of Transportation Final Rule, HM-181 of the Federal Register, 1 October 2007 of 49 CFR and shall be marked IAW MIL-STD-129P. Material Safety Data Sheets (MSDS) are required for known hazardous items and applicable items shown in FED-STD-313, Tables I and II. The symbol used to certify compliance with UN POP requirements must be one which is properly registered with the US Department of Transportation. A copy of the Contractor's Test Report and signed certification that the package configuration meets both CFR and UN requirements shall be made available to the procuring contract office, as required, prior to acceptance or shipment of any portion of the product IAW CDRL requirements (Reference AFMC Form 158). If it is found there are no hazardous materials in this acquisition, this particular paragraph is null and void.

REUSABLE CONTAINERS

When shipping containers are received that meet the requirements of the AFMC Form 158 and are suitable for return shipment of serviceable assets, they shall be reclaimed, stored and protected for reuse. Unserviceable containers shall be coordinated through the Administrative Contract Office (ACO) to decide disposition of and replacement of containers that meet the requirements of the AFMC Form 158.

REPORTING DISCREPANCIES

If assets are received in other than the contracted packaging requirements (coded data or Special Packaging Instructions (SPI) drawings) DOD/Contractor activities will initiate an SF Form 364 Supply Discrepancy Report (SDR), or electronic media, including all pertinent information, to report shipping-type (item) and packaging discrepancies attributable to the shipper, including contractors/ manufacturers or vendors.

(See DLAI4140.55/AR 735-11-2/SECNAVINST 4355.18A/AFJMAN 23-215).

Exceptions when no damage has occurred are as follows:

- a. Items packaged before the current SPI date.

- b. An alternate pack may be used, provided the prime Product Center approves and issues a waiver, deviation number, which would be annotated on the exterior container on the lower right hand portion of the identification side of the container.
- c. Transportation priority 1 and 2 shipments may use the next larger size fast pack, of the type I or type II as long as there is no decrease in any of the container dimensions without the requirement of a waiver deviation.

APPLICABLE GOVERNMENT PACKAGING DOCUMENTS

AFI 24-203	PREPARATION AND MOVEMENT OF AIR FORCE CARGO
AFMCI 24 -201	AFMC PACKAGING AND MATERIALS, HANDLING POLICIES AND PROCEDURES
MIL – STD – 2073 – 1	STANDARD PRACTICE, FOR MILITARY PACKAGING
MIL – STD – 129	DEPARTMENT OF DEFENSE STANDARD PRACTICE, MILITARY MARKING FOR SHIPMENT AND STORAGE
AFMAN 24-204(I)	PREPARING HAZARDOUS MATERIALS FOR MILITARY AIR SHIPMENTS
ICAO	INTERNATIONAL CIVIL AVIATION ORGANIZATION
IMDG, ANNEX 1	INTERNATIONAL MARITIME DANGEROUS GOODS CODE
29 CFR	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, LABOR
49 CFR	DEPARTMENT OF TRANSPORTATION FINAL RULE, HM – 181 OF THE FEDERAL REGISTER, 21 DECEMBER 1990
AFJMAN 23-215	REPORTING DISCREPANCIES (SF 364)
ISPM No. 15	MARKING REQUIREMENTS CAN BE FOUND IN AMERICAN LUMBER STANDARDS COMMITTEE, INCORPORATED WOOD PACKAGING MATERIAL ENFORCEMENT REGULATIONS DATED NOVEMBER 11, 2005 & INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES ISPM No. 15 GUIDELINES FOR REGULATING WOOD PACKAGING MATERIAL IN INTERNATIONAL TRADE (2002) WITH MODIFICATIONS TO ANNEX 1 (2006)