

1. PHYSICAL MARKING OF ITEMS:

(The above Clause/Provision has been modified.)

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: MIL-STD-129 **P**, Standard Practice for Military Marking.

Bar code format shall conform to bar code symbology Format 3 of 9, Code 39 as specified in MILSTD-129 **P**.

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)	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	F000003XA2		23 DEC 04

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	NR	00	B	17
WGT	LGTH		WDTH		DPTH				CUBE			O P I
3.50	8.30		8.3		12.5				.498			
PACRN	PACK LVL	PRES LVL	SUPPLEMENTAL PACKAGING									
PAA	B	MIL										

## WOODEN LUMBER, WOODEN PALLET AND PACKAGING/CONTAINER STATEMENT

All wooden lumber, wooden pallets, and wooden containers produced entirely or in part of solid wood packaging material (SWPM) shall be constructed from heat-treated (HT) material (HT 56 degrees centigrade or 133 degrees Fahrenheit for 30 minutes). Certification/markings is required by an accredited agency recognized by the American Lumber Standards Committee (ALSC). For referenced documentation, see "International Standards for Phytosanitary Measures (ISPM) No. 15." This document can be found at [www.ippc.int](http://www.ippc.int).

### 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)

**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)

Preliminary inspection and acceptance will be at:
<b>Item No(s):</b> See schedule for items that specify preliminary inspection.
<b>Inspection Code and Address:</b> 81982 HYDRO-AIRE, INC. 3000 WINONA AVE BURBANK, CA 91504-2540

Government Contract Quality Assurance Inspection and Acceptance will be at (Final):
<b>Item No(s):</b> See schedule for items with the following code(s) listed below :
<b>Inspection Code and Address:</b> 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))
- 52.247-65**                      **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 9834 GLENOAKS BLVD SUN VALLEY, CA 91352-1046

## 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

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.

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.

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.

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

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012) (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 Central Contractor Registration 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).

(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	See Contract Award
Issue By DoDAAC	See Contract Award
Admin DoDAAC	See Contract Award
Inspect By DoDAAC	See Contract Award
Ship To Code	See Contract Award
Ship From Code	See Contract Award
Mark For Code	See Contract Award
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(\*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.

Not applicable

(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.

Not applicable

(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
<b>AA</b> 97 X4930 .FC04 64 3 47 GH 15B01B 01N000 00000 EERRCT 503000 F03000		\$437,585.00 ✓
PSR: 576226 FSR: 001679 DSR: 069750		
REFERENCE:		
F2DCCW3057B014		
<b>ACRN TOTAL</b>		<b>\$ 437,585.00</b>

## TRANSPORTATION APPROPRIATION CHARGEABLE

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	FRS3	

## PART II - CONTRACT CLAUSES

### SECTION I

### CONTRACT CLAUSES

#### 5352.201-9101

#### OMBUDSMAN (OCT 2012) (IAW AFFARS 5301.9103)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, interested party may contact the Center/MAJCOM/DRU or AFISRA ombudsmen, 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 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.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

#### 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)
- 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** (AUG 2012)  
(IAW FAR 4.1403(a))
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)  
(IAW DFARS 204.404-70(b))
- 252.204-7008 EXPORT-CONTROLLED ITEMS** (APR 2010)  
(IAW DFARS 204.7304)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT**  
(DEC 2010)  
(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 2011)  
(IAW DFARS 211.274-6(a), 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](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](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				
0002				
0003				
0004				

**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** (JAN 2011)  
(IAW FAR 19.708(a))
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION** (APR 2012)  
(IAW FAR 19.309(d))

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA 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))
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION** (JUL 2012)  
(IAW FAR 22.1803)
- (c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 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))

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(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 (MAY 2011)**  
(IAW DFARS 223.7306)

**5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs)**  
(OCT 2012)  
(IAW AFFARS 5323.804-90)

(a) Contractors shall not:

- (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
- (2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[NOTE: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
- (3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that use one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):

**List each Class I ODS, its applications or use and the approved quantities for use throughout the length of the contract. If "None," so state.**

Item No	Class I ODS	Application or Use	Quantity (lbs) per contract period performance
SEE LINE ITEM SCHEDULE			

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

- 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** (MAR 2013)  
(IAW DFARS 225.7003-5(a)(2))
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (FEB 2013)  
(IAW DFARS 225.7002-3(a))
- 252.225-7013 DUTY-FREE ENTRY** (JUN 2012)  
(IAW DFARS 225.1101(4))
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS** (JUN 2011)  
(IAW DFARS 225.7009-5)
- 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** (OCT 2008)  
(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--CENTRAL CONTRACTOR  
REGISTRATION (OCT 2003)  
(IAW FAR 32.1110(a)(1))**

**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.
- (4) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(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 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;
- (2) 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);
- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(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** (DEC 2010)  
(IAW FAR 44.403)
- 252.244-7000**                **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS**  
**(DoD CONTRACTS)** (MAR 2013)  
(IAW DFARS 244.403)
- 52.246-23**                    **LIMITATION OF LIABILITY** (FEB 1997)  
(IAW FAR 46.805(a)(1))
- 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** (MAY 2002)  
(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](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))

(a) The use in this contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

### **VENDOR PACKAGING INSTRUCTIONS**

✓ Check all that apply

✓ <b>Shipping Container Marking</b>	Shipping containers shall be marked meeting the following criteria: (a) MIL-STD-129P, Standard Practice for Military Marking. (b) Bar code format shall conform to bar code symbology Format 3 of 9, Code 39 as specified in MIL-STD-129P. (c) Additional marking and/or bar coding requirements exceeding those of MIL-STD-129P, e.g., unit serial numbers, original equipment manufacturers (OEM) name, or OEM model number, as specified on the <u>AFMC Form 158</u> .
✓ <b>Marking of Warranted Items.</b>	The contractor shall mark the items or otherwise furnish notice with the items to show the existence of the warranty; its substance and duration; and the name, address, and telephone number of the person to notify if the items are defective in accordance with Warranty Terms and Conditions.
✓ <b>Military Packaging and Marking</b>	Items shall be packaged in accordance with MIL-STD-2073-1E, Standard Practice for Military Packaging. Shipping and storage markings shall be in accordance with MIL-STD-129P, Standard Practice for Military Marking.



(b) The use in this contract of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**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
	✓ VENDOR PACKAGING INSTRUCTIONS	UNDATED	1
EDL	ENGINEERING DATA LIST	17APR2012 ✓	1
HILL AFB FORM 462	ENGINEERING DATA REQUIREMENTS ✓	17APR2012 ✓	1
	ATTACHMENT "A"		
EDL	ENGINEERING DATA LIST	17APR2012	1
HILL AFB FORM 462	ENGINEERING DATA REQUIREMENTS ✓	17APR2012	1
	ATTACHMENT "A"		
EDL	ENGINEERING DATA LIST	17APR2012	1
HILL AFB FORM 462	ENGINEERING DATA REQUIREMENTS ✓	17APR2012	1
	ATTACHMENT "A"		
EDL	ENGINEERING DATA LIST	06SEP2012 ✓	1
HILL AFB FORM 462	ENGINEERING DATA REQUIREMENTS ✓	06SEP2012 ✓	1
	ATTACHMENT "A"		
	POST AWARD AGREEMENT	UNDATED	2
	STATEMENT OF WORK	21JUL2009 ✓	3