

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Jun 30, 1997

PAGE 1 OF

42

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

1. CONTRACT/PURCH ORDER NO.		2. DELIVERY ORDER NO. SPM3S1-08-F-Z158		3. DATE OF ORDER (YYMMDD) 2008 MAY 29		4. REQUISITION/PURCH REQUEST NO. 0018076117		5. PRIORITY DOC1		
6. ISSUED BY DIRECTORATE OF SUBSISTENCE DSCP CONTRACTING AND PRODUCTION DIV 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 Local Administrator: PSPTRD8 (215)737-3726 / FAX: (215)737-7774 E-mail: Steven.Hoens@dla.mil			CODE SP0300		7. ADMINISTERED BY (if other than 6) DCMA TEXAS 600 N PEARL STREET SUITE 1630 DALLAS TX 75201-2843 US			CODE S4402A		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER <i>(See Schedule if other)</i>
9. CONTRACTOR OKLAHOMA LEAGUE FOR THE BLIND, THE 501 N DOUGLAS AVE OKLAHOMA CITY OK 73106-5007 US			CODE 7E931		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) See Schedule		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
NAME AND ADDRESS			12. DISCOUNT TERMS NET 30 days		13. MAIL INVOICES TO See Block 15					
14. SHIP TO See Schedule - Do Not Ship to Address in Block 6			CODE		15. PAYMENT WILL BE MADE BY DFAS BVDP (SL4701) P.O. BOX 369031 COLUMBUS OH 43236-9031			CODE SL4701		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER	DELIVERY	<input checked="" type="checkbox"/>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your offer dated 2008 MAY 29, YPS04SBO000003 and furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.
	PURCHASE		

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
BX:97X 4930 5CBX 001 2630 S33189

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
		TOTAL: 48360			

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA James Lecollier FSPTRD1		25. TOTAL \$ 179415.60	
		BY: <i>James A. Lecollier</i> CONTRACTING/ORDERING OFFICER		29. DIFFERENCE	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP. NO.		30. INITIALS	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER	
DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		28. D.O. VOUCHER NO.		35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		40. TOTAL CONTAINERS	
39. DATE RECEIVED (YYMMDD)		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

Variation in quantity: +/- 2% per line

FOB: Origin

Acceleration of delivery and partial shipments will be considered with each line as necessary.

A certificate of conformance must accompany each shipment.

SECTION B

PR 0018076117
 NSN 8970-01-434-3192

ITEM DESCRIPTION:

FOOD PACKET (1), SURVIVAL
 ABANDON SHIP, INDIVIDUAL, MAX 567 GM,
 DESIGNED FOR 1 PERSON FOR 3 DAYS,
 CID A-A-20247

CLIN	PR	PRLI	U/I	QUANTITY	UNIT PRICE	TOTAL PRICE
0001	0018076117	0001	PZ	20000	\$ 3.71000	\$ 74200.00

NSN	UPC	SIZE	PGC
8970014343192	N/A	N/A	N/A

QTY VARIANCE: PLUS 0% MINUS 0%
 INSPECTION POINT: ORIGIN
 ACCEPTANCE POINT: ORIGIN

DELIVERY FOB: ORIGIN BY: 2008 SEP 06

CLIN	PR	PRLI	U/I	QUANTITY	UNIT PRICE	TOTAL PRICE
0002	0018076117	0001	PZ	3360	\$ 3.71000	\$ 12465.60

NSN	UPC	SIZE	PGC
8970014343192	N/A	N/A	N/A

QTY VARIANCE: PLUS 0% MINUS 0%
 INSPECTION POINT: ORIGIN
 ACCEPTANCE POINT: ORIGIN

DELIVERY FOB: ORIGIN BY: 2008 JUN 29

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = : PRES MTHD =

WRAP MAT =

UNIT CONT = :

INTRMDTE CONT =

CONTINUED ON NEXT PAGE

SECTION B

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE:

PALLETIZATION SHALL BE IN ACCORDANCE WITH

REV

DATED 0

For all shipments of packaged materiel to the government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military Shipping Labels in accordance with MIL-STD-129, Revision P, dated December 15, 2002 (but see DLAD 52.211-9010(D) for exceptions to the requirement for MSL and 2D symbols). See the DLA packaging web site identified in DLAD 52.211-9010(E) for change notices to MIL-STD-129P that apply. 2D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. Shipping label stock quality shall meet MIL-PRF-61002. Bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9010(C). Except for the Transportation Control Number (TCN), which must always be present on the Military Shipping Label, when the contract/order omits any other data elements as defined in MIL-STD-129P and if the information is not available from the Administrative Contracting Office, then the field is not required as part of the Military Shipping Label and may be left blank. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG W143 DWY 9
NORFOLK VA 23511-3318
US

FREIGHT SHIPPING ADDRESS:

SW3117
DEF DIST DEPOT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG 135 DWY 10
NORFOLK VA 23511-3318
US

CONTINUED ON NEXT PAGE

SECTION B

PROJ

<u>CLIN</u>	<u>PR</u>	<u>PRLI</u>	<u>U/I</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0003	0018076117	0002	PZ	25000	\$ 3.71000	\$ 92750.00

<u>NSN</u>	<u>UPC</u>	<u>SIZE</u>	<u>PGC</u>
8970014343192	N/A	N/A	N/A

QTY VARIANCE: PLUS 0% MINUS 0%
 INSPECTION POINT: ORIGIN
 ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

DELIVER FOB: ORIGIN BY: 2008 SEP 06

PARCEL POST ADDRESS:

W62G2T
 W1BG DEF DIST DEPOT SAN JOAQUIN
 TRANSPORTATION OFFICER
 PO BOX 960001
 STOCKTON CA 95296-0130
 US

FREIGHT SHIPPING ADDRESS:

W62G2T
 W1BG DEF DIST DEPOT SAN JOAQUIN
 25600 S CHRISMAN ROAD
 REC WHSE 16B PH 209 839 4307
 TRACY CA 95304-5000
 US

CONTINUED ON NEXT PAGE

SECTION B

PROJ

REMIT PAYMENT TO:

CONTINUED ON NEXT PAGE

SPM 351-08-F-Z 158

DESCRIPTION/SPECIFICATION

8970-01-434-3192 Food Packet, Survival, Abandon Ship, Individual, max 567 gm, designed for 1 person for 3 days, CID A-A-20247.

Prime document: Food Packet, Survival, Abandon Ship. Commercial Item Description (CID), A-A-20247A. May 1, 2003.

Date of pack: Acceptance will be limited to product processed and packed subsequent to date of award. Additionally, all shipments of components/product from a producer to destination/assembly points shall not be older than three months at time of shipment.

MISCELLANEOUS REQUIREMENTS

Notice to the Contracting Officer. In view of the fact that ANSI/ASQC Z1.4-1993 standard does not contain the definitions for critical, major, and minor defects, it is important that they become contractually binding through the contract

DEFINITIONS

Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end-item.

Major defect. A major defect is a defect, other than critical that is likely to reduce materially the usability of the unit or product for its intended use.

Minor defect. A minor defect is a defect that is not likely to reduce the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The procedures contained in the "Integrated Pest Management (IPM) program requirements for Operational Rations" December 1998, and the "Contractor Sanitation Program - Assembled Rations", December 1998 are required and apply to all assembly and food component operations, except as exempted in section E of this document (see attached IPMP and sanitation programs).

SPM 351-08-F-2158

SECTION C - (CONTINUED)

As required by 48 CFR 246.471-1 subsistence, AR 40-657, veterinary/medical food inspection and laboratory service, DLAR 4155.3, inspections of subsistence and supplies and services, clause 52.246-9p31, "Sanitary Conditions (JAN 1992), DSCP" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary command (**VETCOM**), or an establishment inspected and approved by the U. S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration food components and to all operational ration types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply will be evaluated directly by the chief, DSCP-HRS, in coordination with the chief, approved sources division, **VETCOM**.

THE FOLLOWING CHANGE(S) APPLY TO: FOOD PACKET, SURVIVAL, ABANDON SHIP. COMMERCIAL ITEM DESCRIPTION (CID), A-A-20247A, May 1, 2003.

Page 3 (top) paragraph 5.3.3, delete "510 g (18 ounces)" and replace with "567 g (20 ounces)".

SPM 351-08-F-Z 158

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

Packaging: A minimum of six individually wrapped food portions shall be inserted into a foil-based trilaminate bag in such a manner to avoid puncturing the bag material or contaminating the heat seal area. The filled bag shall be sealed under a vacuum level of 27 inches of mercury and a heat seal shall be applied. The sealed packet shall show no loss of vacuum when examined as specified in "vacuum examination".

Packing: Survival packets shall be packed in a fiberboard box conforming to style RCS, Grade v2s or v3c of ASTM D 5118 "Standard Practice for Fabrication of Fiberboard Shipping Boxes." Each box shall be securely closed in accordance with ASTM D 1974, "Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers."

Labeling: Each food packet shall be labeled with permanent ink and shall contain the following information:

- Name and address of manufacturer (includes Zip Code)
- Coast Guard approval number
- Lot number, dates of manufacture & expiration.
- Directions for use.
- Nutritional labeling in accordance with the Nutritional Labeling and Education Act (NLEA)

Shipping cases will be palletized and prepared in unit loads in accordance with type III class G, requirements of DSCP Form 3507 (figure 5).

For palletized/containerized loads, the use of metallic strapping or edge protectors are prohibited.

Finished load dimensions (maximum):

The overall dimensions of palletized loads shall not exceed 42 inches in length, 52 inches in width, and 54 inches in height (including pallet and cap when required).

International Shipments Only:

Wooden pallets in accordance with 47 CFR, Subpart 47.3, 47.305-1 © (90).

SPM351-08-F-Z 158

SECTION D - (CONTINUED)

Shipping containers and unit loads shall be marked in accordance with DSCP form 3556 and the following standard item description. The shelf life data, cited below, shall be used in computing the inspection/test date.

NSN	NAME	SIZE	QTY	UNIT ISSUE	SHELF LIFE
8970-01-434-3192	FOOD PCT SURV ABANDON SHIP.	N/A	N/A	BG	84*

*Ration held at or below 80°F.

SPM351-08-F-Z158

SECTION E - INSPECTION AND ACCEPTANCE

The supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and services and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the government by the supply warranty clause (52.246-9p35) cited in the Solicitation within the contract for this item.

SURVIVAL PACKET EXAMINATION

The filled and sealed survival packets shall be examined for the defects listed in the table below, utilizing single sampling plans indicated in ANSI/ASQC Z1.4. The lot size shall be expressed in packets. The sample unit shall be one filled and sealed survival packet. The inspection level shall be one filled and sealed survival packet. The inspection level shall be S-4 and the acceptable quality level (AQL), expressed in terms of defect per hundred units, shall be 2.5 for major defects and 6.5 for minor defects.

PACKET DEFECTS

CATEGORY		DEFECT
MAJOR	MINOR	
101		Packet contains less than six individually wrapped portions
102		Presence of foreign matter or wrinkles in the seams
103		Packet exceeds the volume and weight specified

SPM351-08-F-Z 158

SECTION E - (CONTINUED)

PACKET DEFECTS (CONTINUED)

104	Label missing, incorrect or illegible
105	Interior of pouch has foreign odor
201	Difficult to open

VACUUM EXAMINATION

Eight filled and sealed survival food packets shall be randomly selected from each lot and individually examined for retention of vacuum after they have been allowed to equilibrate at room temperature for not less than 96 hours from the time of sealing. The sealed packet shall continue to exhibit tight adherence to the surface contours when a pulling force is applied at the center of each side seal. The force shall be applied by holding each side seam between the thumb and forefinger of each hand, while simultaneously exerting a slight pull with both hands. Any evidence of loss of vacuum shall be classified as a major defect and shall be cause for rejection of the lot.

Shipping Container and Marking Examination

The filled and sealed shipping containers shall be examined for the defects in the table below. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container, fully packed and sealed. The inspection level shall be S-3 and the Acceptable Quality Level (AQL), expressed in Defects per Hundred Units (DHU), shall be 4.0 for Major Defects and 10.0 for Total Defects.

SPM351-08-F-2158

SECTION E (CONTINUED)

Shipping Container and Marking Defects

Category	Defect
Major	Minor
101	Marking omitted, incorrect, illegible, or improper size, location sequence or method of application.
102	Inadequate workmanship. <u>1/</u>
	201 Contents more or less than specified. <u>2/</u>

1/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

2/ Notwithstanding the foregoing, the lot shall be rejected if sample data indicates a lot average count less than 95% of specified quantity.

IDENTITY EXAMINATION

Examination will be performed to determine if the item conforms to the product description cited in section C of this document and is the shipment described on the shipping document. This examination will be done in conjunction with the examination for count set above, using the samples drawn for that examination. However, the AQL is not applicable for this examination. The finding of one or more nonconforming containers shall be cause for rejection of the lot.

SPM 351-08-F-Z 158

SECTION E - (CONTINUED)

In addition, inspection shall be performed to determine identity and the presence of any internal infestation. This inspection will be an open package inspection. One package, from each sample case selected for the count examination, will be opened for examination. The finding of one or more non-conforming containers shall be cause for rejection of the lot. This examination will be done in conjunction with the examination for count set out above, using the samples drawn for that examination. However, the AQL is not applicable for this examination. The finding of one or more nonconforming containers shall be cause for rejection of the lot.

REWORK OF NONCONFORMING LOTS PRE OR POST ACCEPTANCE

End item lots determined nonconforming may be reworked to correct or screen out the defective units. Rework shall only be considered acceptable to the government when the rework procedure has a reasonable probability of correcting the deficiency. Any rework plan, at a minimum, will be approved by the supervisory government quality assurance representative at the facility. Exceptions are those instances involving a lot rejected/retained due to food safety and/or preparation and processing requirements (for example: Critical factors specified in the process schedule, product preparation, processing procedure, incubation processed/unprocessed container mix-ups, foreign materials, residues).

A lot rejected/retained due to food safety or a deviation from product preparation and processing requirements, or a lot rejected/retained due to the presence (actual or potential) of foreign material shall be retained in full and will require coordination with DSCP-FTHR prior to initiation of any rework. These regulations are in addition to applicable "Code of Federal Regulations", USDA-FSIS, and FDA requirements.

SPM 3S1-08-F-Z158

SECTION E - (CONTINUED)

A nonconforming lot, other than a lot retained for a deviation from food safety, foreign material, and/or preparation and processing requirements, (as stated above) may only be reworked one time without any specific authorization from the contracting officer. If a contractor elects to rework a lot a second time, a petition, with supporting valid technical reasons as to why a second rework will prove more successful than the first, must be submitted to the Contracting Officer for approval.

An end item lot rejected by the contractor or government, or on which warranty action has been taken, must be reworked and reoffered within 30 days from date of initial rejection.

Rework proposals for lots involving insect or rodent infestation/contamination must be evaluated and approved by DSCP-HRS (Entomologist).

SPM 351-08-F-Z158

REFERENCE DOCUMENTS

Marking Instructions for . Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, July 2003.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 18, 2002.

Barrier Materials, Watervaporproof, Greaseproof, Flexible, Heat Sealable. Military Specification MIL-B-131h, Feb 87.

Standard Specification for Annealed Aluminum & Aluminum-alloy for Flexible Barrier, Food Contact and Other Applications. ASTM B 479-00, May 2000.

Sampling Procedures and Tables for Inspection by Attributes. ANSI/ASQC Z1.4, 1993.

Guidelines for Approval of Emergency Provisions for Lifeboats and Liferafts, August 1997. U. S. Coast Guard (DOT)

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118/D 5118M-98, November 1998. (Re-validated 2001)

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974 -98, April 1998.

Standard Practice for Commercial Packaging. ASTM D 3951-98, November 1998.

Food Chemicals Codex, 5th edition, October 2003. Committee on Specifications, National Academy Press.

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000. DoD Standard Practice.

SPM 351-08-F-Z 158

EVALUATION AND AWARD DATA

GUARANTEED MAXIMUM SHIPPING WEIGHT AND CUBE PER CASE

NSN	TYPE PACK	SIZE	CUBE	WEIGHT
8970-01-434-3192	ALL	*	0.98 ft ³ 0.53 ft ³	48 # 24#

PRODUCT SAMPLES

Product Sample(s) are required in accordance with paragraph 9.4 of A-A-20247 plus Federal Acquisition Regulation (FAR) clause 52.212-1.

PRODUCT SAMPLE(S) APPROVAL

The product shall comply in all respects with that salient characteristics specified in A-A-20247, as amended in the Solicitation.

The offeror is required to submit at least 12 samples which shall be representative of the product which the offeror proposes to furnish.

Samples shall be submitted to the Contracting Officer with the technical proposal.

Testing of the sample(s) shall be conducted by a technical panel in accordance with paragraph 9.4 of A-A-20247, as amended in the Solicitation.

Failure of the product for any individual evaluation criteria shall result in failure of the product overall.

The Government reserves the right to verify the analytical requirements of the product.

SPM 351-08-F-Z 158

SECTION M - (CONTINUED)

PERIODIC REVIEW SAMPLES

All food components that are inspected by the USDA will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria:

Nine sample units of each item produced will be randomly selected throughout the day's production by the USDA inspector from not less than one of each five consecutive lots produced. The USDA inspector shall provide the samples to the Contractor's representative, who will ship them to the following addresses at the Contractor's expense once per month:

Six samples will be sent to:
USDA-AMS, F&V Division
Processed Products Branch
P. O. Box 96456 Rm 0726 So. Building
ATTN: DCIS
Washington, DC 20090-6456
(201) 720-5021

Three samples will be sent to:
U. S. Army Soldier & Biological/Chemical Command
ATTN: AMSRD-NSC-F
Natick, MA 01760-5018
(508) 233-5907/4402/4308

SECTION D

D11B03 252.211-7006 RADIO FREQUENCY IDENTIFICATION
(FEB 2007) DFARS

(a) Definitions. As used in this clause-

'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

'Electronic Product Code: (EPC)' means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

'EPCglobal:' means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

'Exterior container' means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

'Palletized unit load' means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 28, 2007, the acceptable tags are-
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

'Radio Frequency Identification (RFID)' means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

'Shipping container' means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(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 III - 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 any of the following locations:
 - (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
 - (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
 - (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
 - (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
 - (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
 - (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
 - (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
 - (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
 - (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
 - (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
 - (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
 - (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
 - (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
 - (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
 - (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
 - (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
 - (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
 - (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
 - (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
 - (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
 - (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.
 - (V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.
- (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 unique (i.e., the binary number is never repeated on any and all contracts) 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 identity types and encoding instructions described in the most recent EPC: Tag Data Standards document to encode tags.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Order Number:

SPM3S1-08-F-Z158-

PAGE OF PAGES

20 | 42

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type 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 is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS - MIL-STD-129F (MAY 2006) DLAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS - MIL-STD-129F (MAY 2006) ALT I (AUG 2005)

D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, 'Guidelines for Regulating Wood Packaging Materials in International Trade.' DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

SECTION F

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

SECTION I

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (APR 2008) FAR

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B04 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008) FAR

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I19A31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007) FAR

(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:

Signature: _____

(Vendor Fill-in)

Date: _____

(Vendor Fill-in)

Title: _____

(Vendor Fill-in)

I22A35 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) FAR

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008) DFARS

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33A05 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004) FAR

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(c) If you wish to opt out of this clause, check here () (Vendor Fill-in).

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987) FAR

I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007) FAR

I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS

I49A01 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

I52A01 52.252-2 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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Order Number:
SPM3S1-08-F-Z158-

PAGE OF PAGES
21 | 42

full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES
(APR 1984) FAR

(a) The use in this solicitation or 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.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
FAR

Variation in Quantity (Apr 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

2 Percent increase [Contracting Officer insert percentage]

2 Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to Line 1 and 3.*

(End of clause)

SHIPPING LABEL REQUIREMENTS - MIL-STD-129P
(May 2006) - DLAD

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes requirements for Contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels (but see paragraph (d) for exceptions to the requirement for 2D symbols). Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL). See the DLA Packaging Web site identified in paragraph (e) for Change Notices to MIL-STD-129P that apply. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit packs and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number(s); and on exterior shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number(s). This data is also required to be linear bar-coded on the DD Form 250.

(b) The shipping label described in this clause replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P.

(1) The shipping label requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DOD Activity Address Code (DoDAAC) for the ultimate consignee or mark-for address.

(2) The 2D symbol on the shipping label must contain the document (requisition) number, NSN, originating activity's Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250. A complete list of data elements is defined in Table IV of MIL-STD-129P. The TCN should be part of the mark-for information on the contract. This mark-for should be directly below the ship-to address in the contract. All TCNs must be unique, and each part of a shipment

(partial shipment of one or more pieces) loaded on a different conveyance requires a unique TCN. Samples of TCN construction may be found at the DLA Web site identified in paragraph (e) of this clause. (A general construction of a TCN is provided below.) Except for the TCN, which must always be present on the shipping label, when the contract omits any other data elements as defined in Table IV of MIL-STD-129P and if the information is not available from the Administrative Contracting Officer, then the field is not required as part of the shipping label and may be left blank.

TCN Positions 1-14	Requisition/Document Number
TCN Position 15	Enter the suffix code; if none, enter "X"
TCN Position 16	Enter "X" if not a partial shipment; if a partial shipment, enter "A" for first shipment, "B" for second shipment, etc. (see paragraph L., Appendix L, Part II of the Defense Transportation Regulation (DTR), DOD 4500.9-R)
TCN Position 17	Enter "X"

(c) The following must comply with the requirements in Table IV of Mil-Std-129P and include all applicable data elements identified therein:

(1) All diverted or redirected OCONUS DVD and Prime Vendor shipments which pass through the Defense Transportation System (DTS) via Defense Distribution Depot Consolidation Points (see below), Aerial Ports of Embarkation, Pre-positioned Ship Operations sites, or the Norfolk, Virginia Container Freight Station.

Container Consolidation Point	DODAAC
Defense Depot San Joaquin California (DDJC) (CCP WHSE 30) W62N2A and SW3225	
Defense Depot Susquehanna Pennsylvania (DDSP) (CCP Door 135-168) W25N14 and SW3123	

(2) Shipments for depot storage with destinations to the following OCONUS (overseas) locations:

Depot Storage Site	DODAAC
Defense Depot Pearl Harbor Hawaii (DDPH)	SW3144
Defense Depot Yokosuka Japan (DDYJ)	SW3142
Defense Depot Germersheim Germany (DDDE)	SWE300
Defense Depot Sasebo Japan (DDYJ) SW3143	
Defense Depot Bahrain (DDZZ)	SW3107
Defense Depot Sigonella Italy (DDSI) SW3170	
Defense Depot Guam (DDPH)	SW3147
Defense Depot Korea (DDDK)	SW3105
Defense Depot Kuwait (DDKS)	SW3109

(3) Direct Vendor Delivery (DVD) shipments. The following additional guidance applies when bar coding DVD shipments:

(i) In addition to other marking requirements in the contract, the following separate lines of bar coded data, with Human Readable Interpretation (HRI) printed clearly below the element, shall be provided. NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

(A) Document Number and suffix. The Document Number consists of a 14-character (15 characters when a suffix is included) alpha-numeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc. If there is no TCN, use the Requisition Number followed by "XXX."

(B) National Stock Number (NSN). The NSN will appear as a 13-digit code without the dashes. If there is no NSN, use the CAGE and Part Number.

(C) ICP Routing Identifier Code (RIC). The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction
S9E - Defense Supply Center Columbus - Electronics
S9F - Defense Energy Support Center (M) - Missiles
S9G - Defense Supply Center Richmond
S9I - Defense Supply Center Philadelphia - General and Industrial
S9T - Defense Supply Center Philadelphia - Clothing and Textiles
S9M - Defense Supply Center Philadelphia - Medical Materiel
S9P - Defense Supply Center Philadelphia - Perishable Subsistence
S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

(D) Unit of Issue. The appropriate unit of issue (U/I) will appear as a two-digit alpha character.

(E) Quantity. The quantity will appear as a five-position number, including zero fillers on the left.

(F) The above will be followed by an "A" and eight zeros (i.e., "A0000000").

(ii) These bar code markings shall be placed on labels affixed to either to DD Form 250 or the commercial packing list. If used on the DD Form 250, it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.

(iii) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with ISO/IEC-16388.

(d) Listed below are exceptions to requirements in Table IV of MIL-STD-129P. These shipments/orders require only a DD Form 250 or commercial invoice and a shipping label, with the document number (except for shipments described in subparagraph (d)(5)); NSN; Unit of Issue; Quantity; Condition Code; and Unit Price. This data must be code 3 of 9 (Code 39) bar code symbology in accordance with ISO/IEC-16388. (Although not mandatory, a military shipping label in accordance with MIL-STD-129P is acceptable for depot shipments.)

(1) Subsistence items procured through full-line food distributors (prime vendors), "market ready" type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room).

(3) Bulk purchases of petroleum, oil and lubricant products delivered by (A) pipeline; or (B) tank car, tanker and tank trailer for which the container has (1) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (2) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (3) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

(4) Medical items procured through DVD suppliers or prime vendors that ship directly to the end customer, such as Medical Treatment Facilities, hospitals, clinics, etc., and do not pass through the Defense Transportation System.

(5) CONUS-originated shipments for depot storage with destinations to the following:

Depot Storage Site	DoDAAC
Defense Depot Susquehanna Pennsylvania (DDSP)	W25G1U and SW3124
Defense Depot San Joaquin California (DDJC)	W62G2T and SW3224
Defense Depot Norfolk Virginia (DDNV)	SW3117
Defense Depot San Diego California (DDDC)	SW3218
Defense Depot Jacksonville Florida (DDJF)	SW3122
Defense Depot Puget Washington (DDPW)	SW3216
Defense Depot Cherry Pt. N. Carolina (DDCN)	SW3113
Defense Depot Columbus Ohio (DDCO)	SW0700
Defense Depot Richmond Virginia (DDRV)	SW0400
Defense Depot Red River Texas (DDRT)	W45G19 and SW3227
Defense Depot Corpus Christi Texas (DDCT)	W45H08 and SW3222
Defense Depot Tobyhanna Pennsylvania (DDTP)	W25G1W and SW3114
Defense Depot Anniston Alabama (DDAA)	W31G1Z and SW3120
Defense Depot Hill Utah (DDHU)	SW3210
Defense Depot Oklahoma Oklahoma (DDOO)	SW3211
Defense Depot Warner Robins Georgia (DDWG)	SW3119
Defense Depot Barstow California (DDBC)	SW3215
Defense Depot Albany Georgia (DDAG)	SW3121

(6) Delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(e) MIL-STD-129P provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Web Site at <http://www.dscc.dla.mil/offices/packaging/specstdslist.html#STDs>. In

addition, DLA's Distribution and Planning and Management System (DPMS) is a web-based system capable of providing shipping instructions and military shipping labels. Users must first register at <https://www.ddc.dla.mil/DPMSuser>. Click "OK" then "Create Account" to get access to use the DPMS production site. DPMS training is available at <https://www.ddc.dla.mil/dpms>. Click "Vendor Application," then "User's Guide."

(f) A copy of ISO/IEC-16388 is available from:

The American National Standards Institute
25 West 43rd Street
New York, NY 10036

or through www.ansi.org or www.iso.ch.

(End of clause)

CERTIFICATE OF QUALITY COMPLIANCE (DEC 1994) - DLAD

The Contractor shall prepare and furnish a Certificate of Quality Compliance (COQC) for all supplies delivered under this contract. If the supplies delivered under this contract are from more than one manufacturing lot, a separate COQC shall be prepared and furnished for each manufacturing lot represented by, manufactured or produced under a product specification, original equipment manufacturer (OEM)/manufacturer's part number, commercial, industry or military standard, or drawings, or other technical data.

(a) This Certificate shall contain the following:

(1) The Contractor's name, address, and commercial and Government entity (CAGE) code number (if assigned), the contract/order number, the applicable specification, drawing, or standard (including revision/amendment and date), identification of the specific supplies manufactured or produced (including National Stock Number, nomenclature, type, grade, and class, if applicable); for metal products, the COQC shall include the alloy designation and condition (finish and temper), if applicable. If the contractor is not a manufacturer, the Certificate shall include the name, address and CAGE Code (if assigned) for each of the entities through which the supplies or materials, components, subassemblies, assemblies or parts passed, so that traceability to the manufacturer will be readily discernible therefrom.

(2) The identification of each parameter for which the contract, specification, drawing, or standard required inspection or testing;

(3) The identification of the specific requirement for each of the parameters in (2), above, for the particular material being produced and covered by the certificate;

(4) The actual results of inspections or tests conducted by the contractor to demonstrate conformance with each of the specific requirements of (3), above;

(5) The marking requirement for the material and the source of this requirement (contract and specification or standard); and

(6) A statement, signed by an authorized contractor representative responsible for quality assurance, that (i) the lot has been produced, sampled, tested, and inspected, and marked in accordance with all contract and specification requirements; and (ii) the material complies with all of the contract and specification requirements.

(b) For contracts assigned for Government inspection at source, the Contractor shall have the completed certificate available for review by the Government representative when the material is presented for acceptance by the Government. In the case of destination-inspected material, the Contractor shall attach a copy of the completed certificate to the packing list sent with each shipment to each shipping point designated in the contract. For source inspected material, a copy may (but need not) accompany the shipment. If the Contractor offering the material to the Government is not the manufacturer of the material, the Contractor is responsible for obtaining a certified test report from the manufacturer, including it as part of this COQC, and for demonstrating that the specific material being offered under this certificate is covered by the certified test report.

(c) Unless otherwise specified by the contract, the Contractor shall be responsible for retaining the certificate for a period of 4 years. When requested by the Contracting Officer, the Contractor shall make the certificate available for review by the Government at any time during the period the certificate is required to be retained.

(End of Clause)

Inspection of Supplies--Fixed-Price (Aug 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time-

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (1) (1) or (1) (2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

Certificate of Conformance (Apr 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____

Signature: _____

Title: _____

(End of Clause)

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered-

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372).

(b) The Contractor shall-

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods-

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show-

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding paragraph (c) (1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

(End of clause)

Contractor Use of Mandatory Sources of Supply or Services (June 2006)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided

for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or a JWOD central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

(1) National Industries for the Blind

1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500; and

(2) NISH

8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660.

Anti-Kickback Procedures (Jul 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4) (ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c) (4) (i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c) (5) but excepting paragraph (c) (1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(f) Common parent.

o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- o Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

Central Contractor Registration (Apr 2008)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions

of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

Termination for Convenience of the Government (Fixed-Price) (May 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor

a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government-

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of-

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g) (1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g) (2) (i) of this clause; and

(iii) A sum, as profit on subdivision (g) (2) (i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g) (2) (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted-

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(1) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)