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SECTION D

D11B03 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011) 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 passive radio frequency identification (RFID) or item unique identification (IUID) information, 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 subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

'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.

The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 standard.

'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, APL1.1.11:

- (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, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

- (ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to -
- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to-
- (B) The following location(s) deemed necessary by the requiring activity:

Contract Line,

Subline, or

Exhibit Line

Item Number

Location

Name

City

State

DoDACC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall-

- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
- (2) Use passive tags that are readable; and
- (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC: Tag Data Standards in effect at the time of contract award. The EPC: Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

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

(2) If the Contractor chooses to employ the DoD identifier 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](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

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

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag IDs (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>

D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY STANDARD (MIL-STD) 129P (MAR 2012) DLAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY STANDARD (MIL-STD) 129P (MAR 2012) ALT I (AUG 2005)

D11C08 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD

D11C11 52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING - DLA LAND AND MARITIME (NOV 2011) DLAD

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,

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frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSB).

(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 E

E11C02 52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD  
(NOV 2011) DLAD

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE  
(AUG 1996) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING  
REPORT (MAR 2008) DFARS

E46C06 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN  
(NOV 2011) DLAD

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(c) The Offeror shall indicate below the location where supplies will be inspected:

Supplies:

Plant:  
HYDRO-AIRE, INC

(Vendor Fill-in)

Commercial and Government Entity Code:  
81982

(Vendor fill-in)

Street:  
3000 WINONA AVE

(Vendor Fill-in)

City/St/Zip:  
BURBANK CA 91504-2540

(Vendor Fill-in)

Applicable to contract line item (Clin)(s):  
ALL

(Vendor Fill-in)

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging: ( ) Same as for supplies (Vendor Fill-in)  
or,

Plant:  
DOUBLE J PACKAGING

(Vendor Fill-in)

Cage Code:  
9A288

(Vendor Fill-in)

Street  
9834 GLENOAKS BLVD

(Vendor Fill-in)

City/St/Zip:  
SUN VALLEY CA 91352-1046

(Vendor Fill-in)

Applicable to clin(s):  
ALL

(Vendor Fill-in)

(e) For CLIN(S) described by manufacturer's name/code and part number:

(1) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and ensure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(2) The word 'manufacturer' means the actual manufacturer of each CLIN. The Government's Quality Assurance Representative may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to ensure that a domestic product is being supplied.

(f) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing), the original package markings of each item shall be verified to previous Government contract number and part number (as specified in Defense Logistics Acquisition Directive (DLAD) 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

(g) Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

E46C14 52.246-9019 MATERIAL AND INSPECTION REPORT  
(APR 2008) DLAD

E46C30 52.246-9004 PRODUCT VERIFICATION TESTING (JAN  
2013) DLAD

SECTION F

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

F11C11 52.211-9020 TIME OF DELIVERY - ACCELERATED  
DELIVERY (JUN 2008) DLAD

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

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

F47A01 52.247-29 F.O.B ORIGIN (FEB 2006) FAR

F47A11 52.247-59 F.O.B. ORIGIN -- CARLOAD AND TRUCKLOAD  
SHIPMENTS (APR 1984) FAR

F47A14 52.247-65 F.O.B ORIGIN, PREPAID FREIGHT -- SMALL  
PACKAGE SHIPMENTS (JAN 1991) FAR

F47C14 52.247-9034 POINT OF CONTACT FOR TRANSPORTATION  
INSTRUCTIONS (NOV 2011) DLAD

(a) Defense Contract Administration Agency (DCMA) Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) Defense Logistics Agency (DLA) Administered orders: Contact the DLA Transportation office for shipping instructions by facsimile to 717-770-2701 or via email to [delivery\(at\)dla.mil](mailto:delivery(at)dla.mil). A return fax number must be included with your faxed request. The DLA Distribution's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays. For urgent requirements and

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questions, you may call the DLA Distribution at 1-800-456-5507. DLA's Distribution Planning and Management System (DPMS) may be used to obtain transportation instructions in lieu of contacting the transportation office.

parts 120-130); and  
 (6) Executive Order 13222, as extended.  
 (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

F47C15 52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD

I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) FAR

F47C18 52.247-9038 SHIPPING INSTRUCTIONS FOR DEFENSE LOGISTICS AGENCY (DLA) DIRECT ACQUISITIONS (NOV 2011) DLAD

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

Freight shipping addresses and scheduling instructions, if applicable, are available at Defense Logistics Acquisition Directive (DLAD) Procedures, Guidance and Instruction (PGI) 47.305-10. Contractors will need to schedule a delivery appointment prior to arriving at the depot.

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

I11C02 52.211-9002 PRIORITY RATING (NOV 2011) DLAD

F47C22 52.247-9056 ADDENDUM TO FAR 52.247-29, F.O.B. ORIGIN (SEP 2012) DLAD

I11C08 52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (AUG 2012) DLAD

The offeror/contractor shall identify the location of origin below:

I11C14 52.211-9052 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD

[X] Same as offeror (offeror shall fill in the city and state below)

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

[ ] Other (offeror shall fill in the city and state below)

I19A31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012) 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)

SECTION H

H46C01 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

SECTION I

I03B02 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

I03B03 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009) DFARS

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

I04B06 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010) DFARS

I22A15 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012) FAR

I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR

I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

I22A18 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) FAR

I22A35 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) FAR

I23A29 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

I25B01 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DFARS

I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012) DFARS

I25B28 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

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

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(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:  
 (1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.  
 (2) Items, defined in the EAR as 'commodities, software, and technology,' terms that are also defined in the EAR, 15 CFR 772.1.  
 (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.  
 (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.  
 (d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--  
 (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);  
 (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);  
 (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);  
 (4) The Export Administration Regulations (15 CFR parts 730-774);  
 (5) The International Traffic in Arms Regulations (22 CFR

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- I32A08 52.232-11 EXTRAS (APR 1984) FAR
- I32A22 52.232-25 PROMPT PAYMENT (OCT 2008) 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 (JUN 2012) DFARS
- I32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS
- I32B12 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION 2012-00014)
- I32C04 52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (JUN 2012) DLAD
- 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 (NOV 2011) DLAD
- 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 (DEC 2010) FAR
- I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS
- I47A07 52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006) FAR
- I48A01 52.248-1 VALUE ENGINEERING (OCT 2010) FAR
- I48D01 NOTE 52.248-9C01 CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (OCT 2000) DSCC

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.  
 (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.  
 (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.  
 (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**I32C04 52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (JUN 2012) DLAD**

In order to implement Department of Defense policy providing for accelerated payments to small businesses, the Government may issue awards that reflect payment terms of net 30 days, regardless of the payment terms offered by the vendor. This is required so that the Government can make accelerated payment to small businesses, which it intends to do in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 232.906(a)(ii), on contracts or orders for which fast pay procedures do not apply as soon as practicable following receipt of a proper invoice and completion of receipt and acceptance documentation, as required for payment by Federal Acquisition Regulation (FAR) 32.905. The Government's intent to make accelerated payment does not alter the rules for imposition of prompt payment interest as set out in the contract or order and FAR Subpart 32.9.

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

a. DEFINITIONS:  
 (1) Engineering change. A change to the current approved configuration documentation of a configuration item at any point in the life cycle of the item.  
 (2) Engineering change proposal (ECP). A proposed engineering change and the documentation by which the change is described,

justified, and submitted to the Government for approval or disapproval.

(3) Deviation. A specific written authorization, granted prior to the manufacture of an item, to depart from a particular requirement(s) of an item's current approved configuration documentation for a specific number of units or a specified period of time. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.)

(4) Waiver. A written authorization to accept an item, which during manufacture, or after having been submitted for Government inspection or acceptance, is found to depart from specified requirements, but nevertheless is considered suitable for use 'as is' or after repair by an approved method.

b. Contractor Responsibility. ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specifications or TDP. Cost saving improvements to the TDP should be submitted as a Value Engineering Change Proposal (VECP).

NOTE: MIL-STD-973\* allows ninety days to process routine ECPs. If the contractor needs a response in less than ninety days to meet contract requirements, the contractor should consider submitting a waiver or deviation along with the ECP.

Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If an ECP is considered to be an emergency or urgent (as defined in MIL-STD-973), immediately notify the PCO. ECPs will be reviewed for a determination on criticality, and, if determined to be urgent or critical, the appropriate processing time-frame in paragraph 5.4.2.3.1.1 of MIL-STD-973 will be followed or the contractor will be notified otherwise. When submitting an ECP or Request for Deviation/Request for Waiver (RFD/RFW), the contractor must follow the instructions in MIL-STD-973 (as tailored in the following paragraphs).

(1) Engineering Change Proposals--Required Content.

- (a) Follow the short form procedure in MIL-STD-973.
  - 1. paragraphs 5.4.8 through 5.4.8.2.1;
  - 2. paragraphs 5.4.8.2.3 through 5.4.8.2.7; and
  - 3. Appendix D instructions.

(b) Include:  
 1. Requirements for notices of revision (NOR). (Instructions for NORs are in MIL-STD-973, paragraph 5.4.7 and Appendix G.)  
 2. Copies of drawings that have clearly been marked to identify the proposed change.  
 3. Any other documentation that will help in reviewing the proposed change.

(2) Request for Deviation/Request for Waiver - Required Content.

- (a) Follow the short form procedure in MIL-STD-973.
  - For RFD(s) -- paragraphs 5.4.8.3 through 5.4.8.3.4; Appendix E instructions.
  - For RFW(s) -- paragraphs 5.4.8.4 through 5.4.8.4.4; Appendix E instructions.

(b) Include marked drawings and any other documentation that will be required to review the proposed RFD/RFW.  
 (c) Identify the number of parts affected in block 17 of DD Form 1694.

c. Submittal Procedures

- (1) Engineering Change Proposals (ECP), Deviations and Waivers initiated by the contractor must be prepared and submitted in 7 copies with supporting data as required by b.(1) above to the ACO, with an information copy to the PCO.

WARNING: If you do not submit complete, legible packages, ECPs may be returned without processing.

(2) Value Engineering Change Proposals (VECPs) must comply with the requirements of the Value Engineering Incentive clause of the contract and MIL-STD-973 and be submitted utilizing DD Form 1693 in 6 copies to the PCO with an information copy to the ACO, and an additional copy mailed direct to Defense Supply Center Columbus, P.O. Box 3990, Columbus, Ohio 43216-5000, ATTN: DSCC-VE.

d. Contracting Agency responsibilities.  
 (1) ACO Responsibility. Within ten working days from the date of receipt of contractor's request, the ACO must submit

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an original and two complete legible copies of the contractor's request to the applicable technical support office.

(2) ECPs will be reviewed and decided upon within the ninety day time frame established by MIL-STD-973. Notification of decision will be done in accordance with paragraphs 5.4.8.2.6 and 5.4.8.2.7 of MIL-STD-973.

(3) RFPS/RFPs will be reviewed per MIL-STD-973 and decisions made within 75 days from the date of receipt from the ACO.

e. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

f. Questions about the status of change requests already submitted should be directed to the procuring activity.

g. The period of time for evaluation and approval/disapproval of ECPs (90 days) and Deviation/Waiver (75 days) shall not constitute excusable delay in the performance of this contract by the contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of ECPs or deviation/waiver requests by the contractor shall not preclude the Government from exercising its rights under the default clause or any other provision of the contract. Further, any such submission shall not afford the contractor any basis for a delay claim or adjustment of the contract delivery schedule, provided the Government approves or disapproves the submission within a period of 90 days after receipt thereof by the contracting officer.

\*This standard has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist.daps.dla.mil>

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

FAR: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

CLASS DEVIATIONS: [http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)

DLAD: <http://www.dla.mil/Acquisition/Pages/DLAD.aspx>

**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**