

**DPSC MASTER SOLICITATION (C&T AND MEDICAL)  
(RETAIN FOR FUTURE USE)**

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1. Solicitations prepared by the Defense Personnel Support Center (DPSC) are issued in two parts: this Master Solicitation (MS) which is prepositioned with you and the Individually Numbered Solicitation (INS) which solicits priced offers for specific government requirements. The INS includes the MS by reference and, taken together, they contain all terms and conditions to be included in the resultant contract.
2. This MS contains:
  - (i) commonly used Defense Logistics Acquisition Regulation (DLAR) provisions and clauses; and
  - (ii) commonly used DPSC provisions and clauses.
3. The INS will contain:
  - (i) Federal Acquisition Regulation (FAR) provisions and clauses;
  - (ii) Defense FAR Supplement (DFARS) provisions and clauses; and
  - (iii) DLAR and DPSC provisions and clauses that are not contained in this MS.
4. The provisions and clauses of this MS are in several categories, which are identified in clause preambles:
  - (i) Those that apply to all solicitations and/or contacts;
  - (ii) Those that apply as indicated in the accompanying preamble to the provision or clause; or
  - (iii) Those that apply when indicated in the INS.
5. Additional copies of the MS are available upon request to the contracting officer.

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SECTION C  
DESCRIPTION/SPECIFICATIONS

52.210-9P01 SPECIFICATIONS (JAN 1992) DPSC  
(Applicable to all solicitations)

Specifications/Commercial Item Descriptions (CIDs), amendments and revisions applicable to the acquisition are cited in the solicitation. When specifications/CIDs, standards or other documents are referenced in cited specifications/CIDs, their effective issue or revision date shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) and supplements thereto, unless (a) specific issues are set forth therefor in the cited specifications/CIDs or (b) different issues than those specified in the DODISS or in the cited specifications/CIDs are set forth in the solicitation. The date of applicable DODISS and supplements thereto are set forth in the solicitation.

SECTION D  
PACKAGING AND MARKING

52.210-9P07 CHARGES FOR REMARKING, REPACKING, REPACKAGING, RECRATING, AND REPALLETIZING (JAN 1992) DPSC  
(Applicable to shipments to commercial or government warehouses)

If supplies are received with deficiencies in marking, packing, packaging, crating or palletizing, the government shall have the option, notwithstanding any of the provisions of the Inspection clause of this contract, to accept such supplies and to correct such deficiencies without advance notice to the contractor.

In such case, the contractor agrees to pay charges invoiced or billed by the commercial warehouse receiving the supplies on behalf of the Government, or if received at a Government warehouse, the charges computed as follows:

(a) Direct Charges:

(1) Marking: Thirty cents for each inner or outer container (including pallets) to be marked or remarked.

(2) Packing, Packaging, Crating and Palletizing: Material costs shall be in accordance with published catalog or book prices at which items are being carried and at actual purchase price of items not so listed. Labor costs shall be computed on the basis of the prevailing hourly wage at the installation where the labor is performed.

(b) Administrative and Overhead Charges: Sixteen cents for each inner or outer container (including pallets) marked or remarked under (a)(1) for marking, or 53% of the sum of the direct charges computed under (a)(1)

SECTION D (CONTINUED)

and (a)(2) for marking, packing, packaging, crating and palletizing as applicable.

52.210-9P10 LOGMARS BAR CODE MARKINGS (JAN 1992) DPSC  
(Applicable when specifications require LOGMARS bar code markings)

In the event all otherwise acceptable offers received from responsible offerors take exception to LOGMARS bar code markings, the Government reserves the right to award a contract to the low offeror.

52.232-9P01 MARKING DANGEROUS OR HAZARDOUS MATERIALS (JAN 1992) DPSC  
(Applicable to dangerous/hazardous materials shipped overseas)

(a) In the shipment of dangerous or hazardous materials, the contractor shall mark outer containers and furnish information as requested by the government transportation office responsible for cargo movement.

(b) The contractor shall identify hazardous materials as established in:

(1) Department of Transportation (DOT); Hazardous Materials Regulations, Tariff No. 80E-6000, Parts 171-177.

(2) American National Standard for the Precautionary Labeling of Hazardous Industrial Chemicals, 2129.1-1976.

(c) The contractor shall place all required markings, on outer shipping containers of hazardous materials in accordance with CFR 49, Subpart D, of Part 172 and MIL-STD-129 (Also see Part 178, 49 CFR for DOT shipping containers and packaging specifications).

(d) The contractor will insure that the following data is shown on shipping papers:

(1) Description of the dangerous article by the true shipping name as shown in the commodity list in 49 CFR 172.101. For export by water only, if shipping is named in an N.O.S. (not otherwise specified) entry, further identification by clear text chemical name is required to be shown in parentheses.

(2) Classification of the item as prescribed in 49 CFR 172.101.

(3) Total quantity by weight, volume, or as otherwise appropriate. For transportation by water, see 49 CFR 172.203(i).

(4) The following certificate which must be signed by the shipper: "This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation."

(5) For water shipments only, show name of shipper.

SECTION D (CONTINUED)

52.232-9P01 (continued)

(6) DOT hazard identification numbers (UN or NA) on appropriate shipping documents and Government Bill of Lading. The UN or NA numbers can be found in Sections 172.101, Column 3A or Section 172.102, Column 4 of 49 CFR Parts 100-177. For tank shipments having a capacity of more than 110 gallons, on panels or placards as specified in Section 172.332 of 49 CFR Parts 100-177.

(e) Air Shipments:

(1) For commercial air shipments, the contractor shall complete the "International Air Transport Association Shipper's Declaration For Dangerous Goods" form and present it with the shipment to the carrier.

(2) For military air shipments, the contractor shall complete the "Special Handling Data/Certification DD Form 1387-2" and affix it to outer shipping containers in accordance with MIL-STD-129.

52.247-9P01 DATA CONTENT, FORMAT AND MARKING REQUIREMENTS FOR OVERSEAS SHIPMENT ADDRESS (JAN 1992) DPSC  
(Applicable to overseas shipments)

(a) The data content for address marking is contained in the schedule of the contract/purchase order. Any information not shown therein which is required for address marking is either contractor generated or, if unknown, the contractor will obtain the necessary marking from the administering transportation officer.

(b) The specified format, marking requirements and procedures for application of address marking are contained in the Military Standard, Marking for Shipment and Storage (MIL-STD-129).

(c) The Military Shipment Label (DD Form 1387) will be used for all shipments. See Paragraph 5.2.1. of MIL-STD-129 for additional information.

(d) The principal means of shipment identification is the transportation control number (TCN). The TCN is a 17 digit alpha-numeric code assigned for each line item.

(1) The first 14 digits will be the document number (Doc No) identified on the order for each line item.

(2) The 15th digit will always be "X".

(3) The 16th digit will be used to identify the partial and/or complete shipment of the line item.

(4) The 17th digit will always be "X".

(e) If one load constitutes the complete shipment of the item, the 16th digit will be "X". (For example, if the item is shipped complete in one load, the TCN will be WK4FV1 9090 7800 XXX). If there is more than one load, but not in excess of 25 carloads or truckloads for the line item, the 16th digit will reflect each partial shipment, utilizing letter "A" for the first load, "B" for the second load, "C" for the third load, etc., except that

SECTION D (CONTINUED)

the letter "X" will not be used (its use is limited to identifying a one-load complete shipment); and the letter "Z" will always be used to identify the last partial of the shipment.

For Example: WK4FV1 9090 7805 XAX (First Load)  
WK4FV1 9090 7805 XBX (Second Load)  
WK4FV1 9090 7805 XZX (Last Load)

If more than 25 partial shipments are required, contact the administering transportation officer for further instructions.

SECTION E  
INSPECTION AND ACCEPTANCE

52.246-9001 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS (OCT 1984) DLAR  
(Applicable when indicated in the individually numbered solicitation)

This clause supplements paragraph 3.4 (Process Controls) of MIL-I-45208 and is applicable when the contract instrument requires an inspection system in accordance with MIL-I-45208. The contractor shall:

(a) Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and inprocess inspection procedures, adequate methods for identifying and handling material, adequate production equipment and working environments.

(b) As a minimum, perform inspections (examinations and/or tests) during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure that process controls are implemented and effective.

(1) Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the quality of the produced item. These manufacturing processes shall be identified and requirements for their control shall be specified in written process control procedures.

(2) When in-process inspection of material is not practical, control by monitoring processing methods, equipment and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both.

(3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur.

SECTION E (CONTINUED)

52.246-9001 (continued)

(c) Clearly identify each in-process inspection and process control point at appropriate locations in the manufacturing operation.

(d) Prepare clear, complete and current written procedures for:

(1) Each in-process inspection. Identify: the type, frequency and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product; the record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

(2) Each process control. Identify: the criteria, frequency, and records used for verifying control of the process.

(3) Assessing the adequacy of in-process inspections and process controls. The contractor's quality organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.

(e) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no legal obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded an opportunity to evaluate the inspection system. Acceptance of the contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

52.246-9P01 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NONACCEPTED SUPPLIES (JAN 1992) DPSC

(Applicable to all solicitations and contracts)

The contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 USC 45 et seq) and the Federal Food, Drug and Cosmetic Act (21 USC 301 et seq), as well as other federal or state laws and regulations promulgated pursuant thereto.

SECTION E (CONTINUED)

52.246-9P02 SUPPLIER RESPONSIBILITY FOR TESTING OF MATERIALS AND COMPONENTS (JAN 1992) DPSC

(Applicable to Medical acquisitions when indicated in the individually numbered solicitation)

If the value of the entire quantity of a material/component used in the assembly/production of all end items under this contract does not exceed \$3,000, the contractor need only furnish a Certificate of Compliance for that material/component. This authority supersedes any other contract requirement to the contrary. The Government, however, reserves the right to select sample units to verify that such materials/components are in strict compliance with the specification requirements. The Certificate of Compliance shall contain the following information:

- (a) Item identification of the material/component.
- (b) Reference to the specification for the material/component.
- (c) Lot, batch, control or serial number of the material/component.
- (d) Quantity and dollar value of the material/component.
- (e) Name of supplier of the material/component.
- (f) Date of purchase.
- (g) National Stock Number (NSN), item identification and lot number of the end item.
- (h) The approximate number of end items to be manufactured from the material/component.

I certify that the above material(s) or component(s) presented for acceptance under the terms of contract no. DLA \_\_\_\_\_ comply with the applicable specification(s) and/or contract requirements and that the information furnished above is accurate.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

52.246-9P03 OPERATIONAL CHECK OF EQUIPMENT ITEMS (JAN 1992) DPSC

(Applicable to Medical acquisitions except when the item is Federal Supply Class (FSC): 6505, 6510, 6532 or Federal Supply Group 68)

Notwithstanding any other provision of this contract, the contractor/manufacturer shall perform an operational

SECTION E (CONTINUED)

52.246-9P03 (continued)

check on each piece of mechanical or electrical equipment to be supplied to the Government. The operational check shall demonstrate that the equipment is capable of performing all of the functions specified in the contract. This check shall be supported by inspection records which detail each operational check performed. A contractor/ manufacturer using an alternate procedure which provides a 100% check of all significant operations may use its procedure if prior approval by the contracting officer is obtained.

52.246-9P04 SHADE EVALUATION OF CONTRACTOR FURNISHED COMPONENTS (JAN 1992) DPSC

(Applicable when indicated in the individually numbered solicitation)

Contracts awarded under this solicitation shall require shade evaluation of contractor furnished components in accordance with the following provisions:

(a) Swatches shall be cut by the contractor from those pieces or rolls selected by the government representative. For yard goods, the dimensions of each swatch shall be 4" x 12" while for narrow loom material each swatch shall be a full width and 12" in length. The number of pieces or rolls to be sampled shall be in accordance with the following table:

LOT SIZE	PIECES TO BE SAMPLED
1 to 8 pieces	Each piece
9 to 25 pieces	8 pieces
26 to 90 pieces	20 pieces
91 to 160 pieces	32 pieces
over 160 pieces	1 of 5 pieces

(b) The swatches shall be submitted to the government laboratory for shade evaluation. If any swatches are rejected, the end items made from the rejected component lot shall also be rejected. In these instances, the contractor, shall, without cost to the Government, cut additional shade swatches from each remaining piece or roll in the component lot which was not previously sampled and submit these swatches to the Government for shade evaluation.

(c) Swatches submitted in accordance with (a) and (b) above, shall also be evaluated for uniformity of shade when so specified in Section 3 of the fabric specification and when the standard sample is referenced for uniformity of shade.

SECTION E (CONTINUED)

52.246-9P06 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS FOR FABRIC FINISHERS (JAN 1992) DPSC

(Applicable when indicated in the individually numbered solicitation)

When the prime contractor is not the finisher of the basic fabric, the provisions of MIL-I-45208A, Inspection System Requirements, and DLAR clause 52.246-9001, Manufacturing Process Controls and In-Process Inspections, apply to the finisher in addition to applying to the prime contractor.

52.246-9P07 INSPECTION SYSTEM REQUIREMENT-FOREIGN MANUFACTURED ITEMS (JAN 1992) DPSC

(Applicable to Medical acquisitions when indicated in the individually numbered solicitation)

Notwithstanding any other provision contained herein, the contractor agrees that, for any foreign manufactured items to be delivered under this contract, (a) it shall perform, or have performed at independent domestic facilities, all examinations and tests cited in the applicable specification, and (b) foreign certificates or protocols shall not be acceptable as evidence of compliance with contractual requirements.

52.246-9P08 TESTING AT GOVERNMENT LABORATORY (JAN 1992) DPSC

(Applicable to Medical acquisitions when indicated in the individually numbered solicitation)

The Government reserves the right to select samples of any item at any one or more stages of production for testing. Such samples shall be forwarded by the contractor, at its expense, to the government laboratory designated by the cognizant inspector. Thereafter, no supplies represented by the samples shall be shipped, unless otherwise directed by the inspector, until the contractor receives notification from the designated laboratory that the samples have been approved. Provided such samples are not destroyed in testing, they shall be packed, packaged, and returned to the contractor, at its expense, if so requested at time of their submission.

SECTION F  
DELIVERIES OR PERFORMANCE

52.212-9P03 CONTRACT DELIVERIES (JAN 1992) DPSC

(Applicable to all solicitations and contracts except those containing DPSC clause 52.212-9P04, Accelerated Deliveries)

SECTION F (CONTINUED)

52.212-9P03 (continued)

Acceleration of delivery after award will be permitted only as authorized by the contracting officer in writing. Notwithstanding this restriction, the contracting officer is to be advised whenever acceleration is possible.

52.212-9P05 DELIVERY REQUIREMENTS (JAN 1992) DPSC  
(Applicable to all contracts)

(a) The Government will insist on delivery in strict accordance with the contractual delivery schedule. The dates specified for delivery are the dates for arrival of the supplies at destination when transportation terms are F.O.B. destination. When transportation terms are F.O.B. origin, delivery shall be accomplished by the contractor releasing the shipment to the carrier 15 days prior to the date shown in the schedule.

(b) When DPSC clause 52.212-9P04 entitled "Accelerated Deliveries" applies, the contractor may deliver any time prior to, but no later than the specified delivery date as defined in para. (a) above.

(c) When DPSC clause 52.212-9P03 entitled "Contract Deliveries" applies, contractor may deliver as follows without prior authorization:

(1) For an F.O.B. origin award, contractor may release the shipment 15 to 45 days prior to the F.O.B. destination delivery date cited in the contract.

(2) For an F.O.B. destination award, contractor may deliver up to 30 days prior to the scheduled delivery date.

52.212-9P07 EFFECTIVE DATE OF AWARD (JAN 1992) DPSC  
(Applicable to solicitations which cite delivery dates in terms of days from date of contract)

Attention is directed to paragraph (d) of FAR Clause 52.214-10 or paragraph (e) of 52.215-16 of the solicitation which provides that written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

SECTION F (CONTINUED)

52.242-9P03 REPORT OF SHIPMENT (REPSHIP) OF PERISHABLE MEDICAL ITEMS (Medical materiel requiring either temperature control or limited as to the time permitted out of refrigeration.) (JAN 1992) DPSC  
(Applicable when indicated in the individually numbered solicitation)

Unless otherwise directed by the contracting officer, the contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of perishable medical items when given to a commercial carrier (common, contract or private) for shipment within the United States. The notice shall be transmitted by rapid means (telephone or teletype) to be received by the consignee transportation officer at least 24 hours prior to the arrival of the shipment. It shall contain all information listed below and be prominently identified as being a "Report of Shipment of Perishable Medical Items" or, "REPSHIP FOR T.O. PERISHABLE MED ITEMS". (Refrigerated items which are restricted as to length of time during which they can be without temperature control shall not be entered into the postal system, even though they otherwise qualify for this service.) The following information will be included in the REPSHIP:

- (a) REPSHIP FOR T.O. PERISHABLE MED ITEMS (date of message).
- (b) Transportation Officer.
- (c) Consignee name and address.
- (d) Bill of Lading (BL) number.
- (e) Document identification, viz., requisition (RQN) no., and contract or purchase order number.
- (f) Item identification and protective requirements.
- (g) Route (all participating carriers).
- (h) Carrier identification number if other than BL number, such as air bill or air express receipt number.
- (i) Flight number (when appropriate).
- (j) Departure time (date/hour).
- (k) Estimated delivery time, indicated on the BL as DDD.
- (l) Deadline delivery time (date/hour, a.m. or p.m., that item must be returned to refrigerator/ freezer or re-iced).
- (m) A request for the consignee to contact the local carrier to trace and expedite delivery if not received by the estimated delivery time ((k) above).
- (n) Name and address of contractor.

52.242-9P05 F.O.B. ORIGIN GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (JAN 1992) DPSC

(When FAR clause 52.242-10 applies and the contract is administered by a DCMAD)

Government bills of lading can be obtained by submitting DD Form 1659, Application for United States

SECTION F (CONTINUED)

52.242-9P05 (continued)

Government Shipping Documentation/Instructions to the contract administration office.

52.247-9P03 SHIPMENT CONTROL AND DOCUMENTATION (JAN 1992)

DPSC

(When F.O.B. origin shipments or shipments to military air or water port terminals are required)

(a) Shipping Documents Covering F.O.B. Origin Shipments.

(1) Government Bills of Lading

(i) Except as provided in paragraph (a)(2) below, when this contract specifies that supplies shall be delivered F.O.B. origin with transportation charges borne by the Government, shipments will be made on a Government Bill of Lading (GBL). The contractor shall request issuance of GBLs by submitting DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions in triplicate to the transportation office of the cognizant administration office specified in the contract. Such request shall be made at least 10 days prior to the date the material will be available for shipment.

(ii) The administering contracting officer (ACO) may authorize the contractor to ship on a Commercial Bill of Lading (CBL) for conversion to a GBL only when delivery is extremely urgent and GBLs are not readily available.

(2) Use of Prepaid Commercial Bills of Lading (CBLs)

(i) When economical or otherwise justified, the ACO or its representative may authorize the contractor to make the following F.O.B. origin freight or express shipments (if they have no security classification) at government expense on prepaid CBLs to domestic destinations, including United States military air terminals and water terminals:

(A) shipments not exceeding 150 pounds by any form of commercial transportation;

(B) shipments not exceeding 250 pounds by railway express or bus express;

(C) shipments not exceeding 1,000 pounds by other common carriers; or

(D) shipments by common carriers, other than specified in (A) and (B) above, which can be consolidated with the contractor's own prepaid shipments for delivery to one or more destinations; provided that, all appropriate F.O.B. origin shipments, under one or more government contracts, have been consolidated initially. The contractor may be authorized to consolidate less-load government shipments with its own shipments to take advantage of lower carload or truckload freight costs, and the Government will assume its pro rata share of the combined shipment cost. Overall transportation costs will

SECTION F (CONTINUED)

be evaluated prior to authorizing any movement to assure that savings will be realized by the Government consistent with other contract and traffic management considerations. When consolidation is authorized, a copy of the CBL will be mailed promptly to the consignee.

(ii) A contract modification is not required when shipment is made under a prepaid CBL as authorized in (2)(i) above. Unless otherwise provided in the contract, the supplies will move for the account and at the risk of the government, and will become Government property when loaded on the carrier's equipment and the contractor has obtained the carrier's receipt. The contractor agrees to pay the transportation charges and will be reimbursed by the Government. Loss or damage claims shall be processed by the Government.

(iii) Unless otherwise provided by the contract, when the contractor is authorized to ship on a prepaid CBL in lieu of a GBL, the contractor shall cite the prepaid transportation charges, or apportioned charges as agreed (see (2)(i)(D) above), as a separate item on the invoice for each individual shipment of supplies and shall include a notation that such prepaid freight, express or commercial air, as applicable, was authorized. The invoice shall be supported with a copy of the CBL marked or stamped "To be Prepaid" or "Paid" and signed by the carrier's agent in the space for carrier's acceptance of shipment. In the absence of the carrier's signature evidencing payment, the CBL shall be annotated by the contractor with its check number and the date paid.

(b) Shipments To Military Air or Water Port Terminals

In order for the Government to exercise movement control and documentation with respect to shipments from contractors which are to move via the Defense Transportation System, the contractor shall not ship directly to a military air or water port terminal (including shipments to a consolidation point for subsequent forwarding to a port area for export) without first securing authorization for the shipment from the transportation office of the cognizant administration office specified in the contract. THIS PROHIBITION APPLIES WHETHER SHIPMENTS MOVE ON COMMERCIAL OR GOVERNMENT BILLS OF LADING. Unless otherwise directed by the administering transportation office, mail shipments to military air or water port terminals are not authorized.

(c) Shipment Marking and Freight Routing.

Any data necessary for shipment marking and freight routing will also be obtained from the designated point of contact at the administering transportation office.

52.247-9P06 SPECIAL HANDLING/STORAGE INSTRUCTIONS (JAN 1992) DPSC

(Applicable to Medical acquisitions when cited in individually numbered solicitation)

SECTION F (CONTINUED)

52.247-9P06 (continued)

To assure that all receiving activities can properly identify items requiring special handling and storage, the contractor shall annotate all copies of the Material Inspection and Receiving Report, DD Form 250, with the storage and handling instructions required on the exterior (shipping) containers. The statement(s) shall be in CAPITAL LETTERS and entered in Block 16 of the DD Form 250. The envelope containing the shipping documents accompanying the shipment shall be marked in CAPITAL LETTERS with the notation: "CONTAINS SPECIAL HANDLING AND STORAGE INSTRUCTIONS." Examples of the special handling and storage statements include the following:

"STORE BETWEEN 2 degrees - 8 degrees C (35 degrees - 46 degrees F)"  
"STORE AT CONTROLLED ROOM TEMPERATURE (59 degrees - 86 degrees F)"  
"DO NOT FREEZE"  
"KEEP FROZEN"  
"KEEP FROM HEAT"  
"FLAMMABLE"  
"STORE IN A COOL PLACE"  
"FRAGILE"

For unrefrigerated medical material shipments, the DD Form 250 will be annotated in Block 16 to state the maximum unrefrigerated shipping time, as designated in the procurement document. If refrigerated transport is used, the following shall appear "REFRIGERATED TRANSPORT UTILIZED". For drugs, chemicals, and sterile items, the contractor shall also annotate the DD Form 250 to show the quantity shipped, the expiration date or date of manufacture whichever is applicable, for each lot, batch or control number.

52.247-9P07 SHIPMENT OF CONTROLLED SUBSTANCES (JAN 1992)

DPSC

(Applicable to drug items)

(a) To assure that all Controlled Substances can be properly identified by the receiving activities, and supplementing DFARS Appendix F, the contractor shall annotate the following statement in CAPITAL LETTERS, in Block 16 of DD Form 250, Material Inspection and Receiving Report:

"CONTROLLED SUBSTANCE REQUIRES \_\_\_\_\_ \* \_\_\_\_\_ STORAGE."

\*(Contractor will enter the words "VAULT" or "LIMITED ACCESS" in accordance with paragraph (b) below)

(b) In accordance with federal regulations, these drugs are identified by a distinctive Controlled Substance Schedule Symbol. This symbol appears only on the

SECTION F (CONTINUED)

immediate container or carton. "VAULT" is to be used for items bearing Symbol C-II; "LIMITED ACCESS" is to be used for items bearing Symbol C-III, C-IV or C-V.

(c) Controlled substances listed in the Comprehensive Drug Abuse Prevention and Control Act of 1970, Schedules II, III, IV and V require shipment as follows, when the award is made on a F.O.B. destination basis:

(1) Shipments of small individual amounts will be made by registered parcel post subject to size and weight limitations as prescribed by the U.S. Postal Service.

(2) Less load-type shipments that are not eligible for parcel post will be made by air or surface carriers under Signature Security Service. Larger quantities may be shipped in sealed rail cars or motor vehicles, provided the item is otherwise acceptable to these modes of transportation.

(d) Shipping documentation will not indicate the nomenclature of the items. Description of items on shipping documentation will indicate "MEDICAL SUPPLIES." As required by MIL-STD-129, the National Stock Number, MFR/PN, nomenclature (item identification) shall be omitted or obliterated from the exterior (shipping) containers, regardless of the mode of shipment. In lieu of these markings, the words "Medical Supplies" shall be shown. All other markings required for exterior container shall be shown. Use of the word "narcotics" in shipping containers or the documentation is prohibited. Packing lists will be placed inside the containers.

(e) A copy of the DD Form 250 or other authorized shipping document shall be placed in an envelope and forwarded with the shipment, as required. The envelope containing the shipping documents accompanying the shipment shall be marked in CAPITAL LETTERS with the following notation: "CONTAINS SPECIAL INSTRUCTIONS". Envelopes containing the DD Form 250 shall be attached to the shipment as follows:

(1) Carload or truckload shipments: Affix to the shipment where it will be readily visible and available upon receipt.

(2) Less than carload or truckload shipments: Affix to container number one or the container bearing the lowest number.

(3) Mail shipments: Attach to outside or include in the package. Include a copy in each additional package of multipackage shipments.

52.247-9P08 SHIPPING AND MARKING INSTRUCTIONS FOR FROZEN, REFRIGERATED, AND LIMITED UNREFRIGERATED MEDICAL MATERIAL SHIPMENTS (JAN 1992) DPSC

(Applicable to Federal Supply Class 6505 items)

(a) Shipping Instructions:

(1) Commercial refrigerated containers (chill or

SECTION F (CONTINUED)

52.247-9P08 (continued)

freeze) shall be used as applicable, to ship material requiring refrigeration.

(2) Scheduling of Shipments: Shipments should be scheduled to arrive at destination during normal business days and working hours. Advance notice of the shipment and estimated time of arrival should be forwarded expeditiously to the consignee.

(3) Perishable items which do not require constant refrigeration shall be transported by a mode of transportation which will assure receipt by the consignee within allowable shipping time for unrefrigerated shipments specified in the solicitation. When shipping time will exceed the maximum allowable time, such shipments shall be forwarded in refrigerated containers which will maintain the required temperature range of 2 degrees - 8 degrees C (35 degrees - 46 degrees F) while enroute to consignee. When refrigerated transportation is available from the consignor to the consignee, such transportation may be used in lieu of refrigerated containers.

(4) Perishable items requiring constant refrigeration shall be shipped by refrigerated transportation or in refrigerated containers which will maintain the required temperature while enroute to consignee. Perishable items required to be frozen shall be shipped by freezer transportation or in freezer containers which will maintain the required temperature when enroute to the consignee.

(b) Special Labeling:

(1) For refrigerated (chilled or frozen) shipment. Each exterior container shall be marked as indicated in MIL-STD-129 for chilled or frozen material, as applicable. When refrigerated or freezer transportation is utilized, in lieu of chilled or freeze exterior containers, the chilled or frozen shipment markings of MIL-STD-129 are not required.

(2) For limited unrefrigerated shipment. Each limited unrefrigerated exterior container shall be marked as indicated in MIL-STD-129.

(3) Notices. The contractor shall place one copy of the applicable notice (indicated below) inside of the shipping container, under the inner flaps, before sealing. The forms may be obtained upon request to the contracting officer, Defense Personnel Support Center, as follows:

DPSC Form 2770, Notice for Frozen Shipments  
DPSC Form 2770-1, Notice for Chilled Medical Material Shipments  
DPSC Form 2270-2, Notice for Limited Unrefrigerated Medical Shipments

SECTION G

CONTRACT ADMINISTRATION DATA

52.231-9P01 WEIGHTED AVERAGE PRICE FOR PAYMENT PURPOSES (JAN 1992) DPSC

(Applicable to all "DLA100" (C&T) solicitations)

Awards resulting from accepted offers containing multiple unit prices (block offers and/or offers priced by destination) shall specify in the contract the individual unit prices used in evaluation and award, as well as a weighted average of these unit prices to be used for payment purposes. The weighted average unit price will be established by the Government, and shall be identical for all units of the same generic item under the contract, regardless of destination. It shall be rounded off to four (4) decimal places, except that in contracts involving Government Furnished Material (GFM) under the Bailment System, the weighted average unit price shall be rounded off to five (5) decimal places. Since the weighted average unit price shall be used solely for purposes of payment, the individual unit prices, which were used in the evaluation and award process, shall apply in cases of litigated actions or where price adjustments must be calculated on a per unit or per destination basis. In addition, if this solicitation contains a partial set-aside quantity, award of that quantity shall be made at the highest unit price for each item awarded on the non set-aside portion, and not at the overall weighted average unit price.

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DPSC

(Applicable to all solicitations and contracts)

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

52.212-9P19 DRUGS-SUBMISSION OF PROTOCOLS (JAN 1992) DPSC

(Applicable when indicated in the individually numbered solicitation)

Any offer submitted or contract awarded as a result of this solicitation shall be subject to the following understandings and conditions:

SECTION H (CONTINUED)

52.212-9P19 (continued)

(a) The item of supplies to be delivered hereunder to the Government falls within the category of drugs described in paragraph XIV of the Court Order entered by Judge William B. Bryant of the U.S. District Court for the District of Columbia on October 11, 1972, in Civil No. 184770.

(b) As a result of the aforementioned Court Order, suppliers of the drug product to be delivered hereunder have been or may hereafter be directed to submit to the Food and Drug Administration (FDA), by specified dates or within specified periods, a protocol for studies to determine the effectiveness of said drug product, notice of commencement of effectiveness studies, progress reports thereon, and data resulting therefrom.

(c) Any offer proposing to furnish a product as to which the FDA, pursuant to the aforementioned Court Order, has directed the submission of a protocol and related notice, reports and data will be rejected if, as of the date of award, any of the required submission dates has passed without compliance with the FDA direction.

(d) Moreover, as to any contract awarded hereunder, compliance with any such direction by FDA shall be a condition for acceptance by the Government of any supplies scheduled for delivery to the Government under the contract subsequent to the date designated by the FDA for compliance with its direction.

(e) Noncompliance with the aforementioned condition as of the contract delivery date shall be considered a failure on the part of the contractor to make delivery of supplies under the contract within the meaning of the "Default" clause of the contract, and the contract may be terminated for default in accordance with the provisions of said clause.

52.212-9P20 FDA COMPLIANCE (JAN 1992) DPSC

(Applicable to Medical acquisitions when indicated in the individually numbered solicitations)

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the market place. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to

SECTION H (CONTINUED)

effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The cost of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amount to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

SECTION I  
CONTRACT CLAUSES

52.212-9000 PRIORITY RATING (MAR 1991) DLAR  
(Applicable to all contracts which are rated)

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize said rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the DCMD or the appropriate DSC priorities and allocations (P&A) officer through the cognizant ACO or contracting officer. The P&A officer or the DCMD industrial specialist will provide necessary assistance or will provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the Department of Commerce which, upon receipt, will take action to make the needed supplies available to the applicant.

52.213-9P03 FAST PAYMENT FOR DELIVERY ORDERS NOT IN EXCESS OF \$25,000 (JAN 1992) DPSC

(Applicable when indicated in the individually numbered solicitation)

The Fast Payment procedure may be authorized for those delivery orders not in excess of \$25,000. When a "Fast Payment" provision is authorized the following provisions are applicable:

- (a) The supplies are to be shipped transportation or postage prepaid.
- (b) Invoices are to be submitted direct to the finance or other office designated in the delivery order.

SECTION I (CONTINUED)

52.245-9P03 PROVISIONS RELATING TO MATERIAL TO BE FURNISHED BY THE GOVERNMENT (C&T BAILMENT SYSTEM) (JAN 1992) DPSC

(Applicable to solicitations and contracts involving Government Furnished Material under the Bailment System)

NOTE: See individually numbered solicitation whenever an asterisk (\*) appears in this clause.

(a) Material to be Made Available by the Government:

(1) The Government will make available to the contractor, for use in connection with and under the terms of this contract, the materials set forth below (hereinafter referred to as Government Material) and the contractor shall utilize such materials in the furnishing of supplies or services hereunder. The Government reserves the right to furnish such cloth put up either in rolls or folded, whenever such cloth is 46 inches or less wide. Cloth more than 46 inches wide will be furnished put up on rolls. The Government shall be the sole source of the supply of the materials listed herein and only such material obtained from the Government under this contract may be used in the performance of this contract. Price for cloth is based on gross yardage with no allowance for imperfections. Material furnished shall be charged to the contractor's account in multiples of one yard. Where material furnished contains fractions of a yard, the yardage shall be rounded to the nearest whole yard. Fractions of less than one-half yard will be rounded to the next lower full yard; fractions of one-half yard or more will be rounded to the next higher full yard, e.g., 159 1/4 yards shall be rounded to 159 yards; 159 1/2 yards shall be rounded to 160 yards.

TYPE OF MATERIAL	UNIT PRICE	LOCATIONS
*	*	*

(2) THE OFFEROR SHALL DETERMINE THE QUANTITY OF GOVERNMENT MATERIAL IT WILL REQUIRE IN THE PERFORMANCE OF THE CONTRACT AND SHALL INCLUDE THE VALUE OF SUCH MATERIAL IN ITS OFFERED PRICE(S). TO CALCULATE THE VALUE OF THE GOVERNMENT MATERIAL, THE OFFEROR SHALL MULTIPLY THE QUANTITY OF GOVERNMENT MATERIAL IT WILL REQUIRE PER UNIT, BY THE UNIT PRICE OF THE MATERIAL SET FORTH IN PARAGRAPH (a)(1) OF THIS CLAUSE.

(3) The Government reserves the right to make available not more than 10% of the material in short pieces. The contractor shall cut and use the short pieces furnished and/or generated and not retain them for return to the Government at completion of the contract. Only the types of materials listed above will be made available to the contractor by the Government. All other types of

SECTION I (CONTINUED)

materials required in the performance of this contract shall be furnished by the contractor.

(4) The Government may furnish material in widths other than specified herein. Where such other widths are furnished, the quantity thereof shall be converted to the mathematical equivalent in linear yards of the width specified and the value of the material furnished and returned will be determined accordingly. It is expressly agreed that this method of adjustment shall be exclusive. It is further agreed that regardless of widths furnished, the Government material shall not be deemed deficient or defective within the meaning of (k) below.

OR

(APPLICABLE FOR THE FOLLOWING ITEMS ONLY:

Tent Liners; Cover, Maintenance, Frame Supported; Fly, Tent; Screen, Latrine; Windbreak, Flexible Material; Shelter Half, Tent; Cover, Tent (Various Type Tents and Sizes); all Paulins, except: Paulin, Ctn. Duck, for Wind Measuring Set, Paulin, Ctn. Duck 20 ft. x 20 ft., Paulin, Laminated, Vinyl-Nylon, flexible; all Tents, except: Tent, Air-Supported, Launcher, Hawk System; Tent, Nike-Hercules, Air-Supported; Tent, Pyramidal, 3-4 Man Type; Tent, Radome, Air-Supported; Tent, Mountain, 2-Man.

(4) The Government may furnish material in widths other than specified herein. When the width furnished exceeds the specified width by plus or minus 2 inches, the contractor shall be entitled to an equitable adjustment in accordance with paragraph (k) herein if such substituted width causes increased performance costs; provided, however, that no equitable adjustment shall be allowed unless the 5-day and 30-day notices in paragraphs (k)(2) and (k)(3) shall first have been given as provided therein. Notwithstanding the foregoing, for administration of the government material account, where widths other than those specified are furnished, the quantity thereof shall be converted to the mathematical equivalent in linear yards of the width specified and the value of the material furnished and returned will be determined accordingly.

(5) In the event the Government makes the material available at locations other than specified above, or requires the return of the material to a location other than specified above, freight adjustment(s) shall be made in the same manner as prescribed in FAR 52.247-54, Diversion of Shipment Under F.O.B. Destination Contracts. No adjustment of less than \$50.00 will be made pursuant to this paragraph.

(b) Property Account Number: The property account number is the contract number.

(c) Contractor's Request for Government Material: It shall be the responsibility of the contractor to request its requirements of the government material, pursuant to the provisions of this clause, in sufficient

## SECTION I (CONTINUED)

52.245-9P03 (continued)

time to comply with the delivery schedule of the contract. In the event that the contractor requests government material in excessive quantities, the contracting officer may, at its discretion, and prior to release of any such excessive government material, require the contractor to submit such evidence as the contracting officer may deem adequate to support the contractor's request for such material. When submission of such evidence is required, the contractor shall also provide a copy of the same to the assigned property administrator located at the cognizant Defense Contract Management Area Office Operations (DCMAO). Failure of the contractor to furnish such evidence when required, shall justify the contracting officer in refusing to grant the contractor's request for such government material. When the request for excessive government material is approved, the value of that material shall be withheld from subsequent payments due contractor under this or any other contract pending final adjustment at completion of contract performance (see paragraph (e) of this clause).

(d) Availability of Government Material: For each required delivery of material, the contractor shall submit a properly executed original DPSC Form 1786, Prime Contractor's Request for Government Material, to the Commander, Defense Personnel Support Center, 2800 South 20th Street, P.O. Box 8419, Philadelphia, PA 19101-8419, ATTN: Material Accountability Section, Directorate of Clothing & Textiles, DPSC-FODM. The contractor shall also provide an information copy of each request for material to the cognizant DCMAO property administrator. The contractor shall be solely responsible for making transportation arrangements for the pickup and delivery of this material, using its own truck, or a leased or rental carrier. These arrangements shall be specified by the contractor on the DPSC Form 1786. The government material will be available for pickup not later than 21 calendar days after receipt of the original DPSC Form 1786 by the Government. The contractor and the cognizant DCMAO property administrator will be furnished copies of DPSC FL 504, Government Furnished Material Information, which will indicate the availability date of the government material. On or after this date, such material may then be picked up at the location specified herein above. Prior to pickup, the contractor shall contact the storage location to coordinate the exact date for pickup and provide the name of the motor carrier to be used. If such pickup is not made within 10 calendar days after the availability date specified on DPSC FL 504, or the actual date the government material becomes available, whichever date is later, the Government reserves the right to return the government material to storage, unless a revised date for its pickup has been requested by the contractor. If the contractor later requires this government material which

## SECTION I (CONTINUED)

has been returned to storage, submission of a new DPSC Form 1786 will be required. The Government will not be liable for any additional expense, delays or loss incurred by the contractor as a result of the aforementioned action being accomplished. All material picked up at the location specified will be made available at the shipping platform. Loading into the vehicle will be the responsibility of the contractor or its representative. Delivery of the government material shall be deemed to be accomplished when the material has been picked up by the contractor, or its authorized representative.

(e) Payment: Upon delivery of end items, \$ \* per unit will be deducted from the contract price and applied to cover the value of the government material. (THIS IS AN ADMINISTRATIVELY DETERMINED RATE TO BE OFFSET AGAINST THE VALUE OF THE GOVERNMENT MATERIAL FURNISHED THE CONTRACTOR, AND SHOULD NOT BE USED BY THE OFFEROR TO DETERMINE ITS MATERIAL REQUIREMENTS ON WHICH TO BASE ITS OFFER PRICE.) The balance of the contract price, less discounts computed on the basis of the amount remaining payable, shall be paid to the contractor. THE CONTRACTOR SHALL BILL AT THE CONTRACT UNIT PRICE, AND SHALL ALSO REFLECT DEDUCTION FOR THE ADMINISTRATIVELY DETERMINED RATE PER UNIT. Subsequent to final delivery, the Government shall issue a unilateral modification to the contract for the purpose of adjusting and finalizing the government material account. Adjustments to the account shall be made as follows:

(1) if the total amount deducted from the contract price to cover the value of the government material exceeds the value of all such material furnished the contractor, the contractor shall receive payment of the excess amount; or,

(2) if the total value of government material furnished the contractor exceeds the amount deducted from the contract price to cover the value of the government material, the contractor shall reimburse the Government for the value of such material for which sufficient deductions were not taken. Regardless of the amount of government material consumed, the unit cost to the Government of each item accepted including government material shall not exceed the contract unit price for the item. (See notice requirements contained in paragraphs (k)(2) and (k)(3) below.) Should the contractor take exception to any portion of the data contained in the modification, such exception, with supporting data, must be presented in writing to the contracting officer within 30 calendar days of the contractor's receipt of the modification in order to be considered.

(f) Value of Government Material Furnished Contractor: To determine the total value of government material furnished the contractor, the contractor will be charged for the total value of materials furnished at unit prices stated in (a) above less \$ \* per rejected

## SECTION I (CONTINUED)

52.245-9P03 (continued)

end item purchased by the contractor and will receive credit at the unit price specified in (a) above for government material unconsumed and returned by him in an undamaged condition to the Government.

(g) Contractor Inventory:

(1) Irreparable Rejects: The contractor agrees to purchase any or all irreparable rejects when notified in writing by the contracting officer, or its duly authorized representative, at \$ \_\_\_\_\_ \* per unit.

(2) Scraps and Ends: Disposal of scrap and ends will be the responsibility of the successful offeror. In computing the price offered, the offeror agrees it has taken into consideration the anticipated net proceeds, if any, of the sale of scrap and ends at the estimated market price at time of sale based on a projection of the current market price in the locality at which any contract awarded to it will be performed. The offeror further agrees that the price quoted by it on the items covered by this solicitation, reflects consideration of anticipated receipts, if any, from the sale of scrap and ends.

(3) Return or Disposition of Other Government Material:

(i) All government material other than irreparable rejects, scrap and ends, will be returned to the Government at contractor's expense, or disposed of by the contractor as otherwise directed by the contracting officer within 30 days after completion of deliveries.

(ii) In the event original pieces furnished by the Government cannot be used, and are being returned, the shipment will consist of original put-ps, with their original piece tickets attached, packed as specified in the applicable fabric specification. If short pieces generated by the contractor during manufacture of the end item are being returned, these short pieces will be separately packed, identified and tagged with a piece ticket. Where a portion of material in a container is used, and short pieces generated, this material will be packed separately from full length pieces and the container clearly marked "Short Pieces" followed by the length range of the contents. Each length range will be packed and marked separately. The contractor shall provide to the QAR a listing of the contents of each return shipment including the following information for each roll:

- (A) Roll number
- (B) Condition Code ("A" for full length or "C" for short pieces)
- (C) Put-up (original package or contractor repackaged)
- (D) Yards

## SECTION I (CONTINUED)

A copy of the listing will be packed with the return shipment. The shipment will consist of a copy of the above listing, a QAR release statement, original or contractor put-ups.

(iii) The contractor may request transfer of government material from one contract to another provided the contractor will:

(A) Prepare a written request for transfer. The request must:

1. Specify the PIIN (award number) of each contract involved in the transfer.
2. Clearly identify the material involved. Cite NSN/item description, width, and any other characteristics such as short pieces and full pieces. Cite the quantity of each item of government material being transferred.

(B) Submit the request for transfer to Material Accountability Section, Defense Personnel Support Center, ATTN: DPSC-FODM with copies to the contracting officer, QAR, and DCMAO property administrator.

(C) Maintain proper accountability records by PIIN.

(D) Return all remaining government material from completed contracts, other than that material being transferred, in accordance with the provisions of paragraphs (g)(3)(i) and (g)(3)(ii) above.

(h) Definitions:

(1) Full Length Pieces: Single continuous pieces, full width, of the length specified as the minimum in the fabric specification.

(2) Short Pieces: Single continuous pieces, full width, less than a full length piece, but not less than 10 yards in the case of frieze and pile fabrics, not less than 18 yards in the case of woolens and worsteds, and not less than 20 yards in the case of all other fabrics.

(3) Ends: Single pieces, full width, less than short length pieces, but not less than 1-1/2 yards in the case of woolens, frieze and pile fabrics, and not less than 5 yards in the case of all other fabrics.

(4) Scrap: Includes clippings, remnants, cutting parts and cut parts;

(i) Clippings: Residue from cutting operations not large enough to be re-cut into smaller component parts.

(ii) Remnants: All pieces of cloth up to but not including 1-1/2 yards in the case of woolens, frieze and pile fabrics, and up to but not including 5 yards in length in the case of all other fabrics.

(iii) Cut Parts: Cut component parts not assembled or partially assembled.

(iv) Cutting Parts: Pieces of cloth of irregular widths, lengths and shapes, less than full width

## SECTION I (CONTINUED)

52.245-9P03 (continued)

from which a square of cloth of at least nine inches by nine inches can be cut.

(i) Purpose of Government Material: The contractor warrants that any material obtained from the Government is required for use in connection with the supplies or services to be furnished under this contract.

(j) Responsibility for Government Material: The contractor assumes the risk of, and is responsible, for any loss or damage to government material from the time the material is delivered to the carrier at the originating location to the time it is re-delivered by the contractor to the Government.

(k) Deficiency or Delay in Furnishing Government Material:

(1) In the event the government material is not available for delivery to the contractor (as in (d) above), the contracting officer shall, if requested by the contractor, make a determination of the delay occasioned the contractor thereby. If the contractor does not make such request of the contracting officer within 7 days after the 21 days allowed for the Government to make the material available (paragraph (d) above) no equitable adjustment will be made to the delivery or performance dates, or the contract price.

(2) In the event the contractor believes that damaged, defective, or incorrect government material has been furnished, EXCLUSIVE OF THE DEFICIENCIES ALLOWED BY THE ACCEPTABLE QUALITY LIMITS OF THE APPLICABLE FABRIC SPECIFICATION, or in the event of shortages, either within individual pieces or in the entire shipment, narrow widths, or other discrepancies, the contractor shall immediately examine the material in question, thoroughly documenting the type, location and extent of the deficiencies being alleged. For the determination of alleged defective government material for excessive visual defects, the contractor's examination of the government material shall be in strict accordance with the quality assurance provisions for the fabric, including random sampling procedures and, as applicable, FED-STD-4 or MIL-STD-655 and the applicable Sears slub and knot gauges. The contractor shall inspect and use fabric as it is opened and shall not set usable, but higher point count rolls aside for later return as either "excess" or "defective" goods. Over-point count fabric set aside prior to cutting by the contractor shall be returned to the shipment in question prior to random sampling. Upon completion of the examination, the contractor shall immediately provide the QAR and the cognizant DCMAO property administrator with a written notification of the alleged deficiencies, including the findings of its own examination of the material using a cloth perch. As a minimum, the contractor shall provide the following data:

## SECTION I (CONTINUED)

- (i) Type of material
- (ii) Nature of nonconformance (including examination report of alleged defective point count)
- (iii) Number of rolls or pieces in shipment
- (iv) Name of manufacturer of material
- (v) Contract number(s) of material
- (vi) Lot identification of material
- (vii) Total number of yards in shipment
- (viii) Acceptable Quality Limits (or Acceptable Quality Level (AQL), if applicable)
- (ix) Number of rolls or yardage in sample
- (x) Acceptance number
- (xi) Recommended disposition

The contractor shall promptly provide the QAR access to a cloth perch, which the QAR will use to examine the material in question. The QAR shall verify the damage, defect, shortage, narrow width or discrepancy as documented in the contractor's notification, and will report the findings of the verification to the contracting officer and cognizant DCMAO property administrator. NOTE: THE QAR'S EXAMINATION OF ALLEGEDLY DEFICIENT MATERIAL WILL BE LIMITED TO VERIFYING THOSE DEFICIENCIES SET FORTH IN THE NOTIFICATION AND EXAMINATION REPORT PROVIDED BY THE CONTRACTOR. In the absence of a government QAR, the contractor shall immediately so notify the contracting officer of the damage, defect, shortage, narrow width, or discrepancy. The contractor shall not cut or use such government material, or in the event the damage, defect, shortage, narrow width, or discrepancy is such that it could not reasonably have been discovered until after cutting or further processing, the contractor shall not further process such government material until instructions have been received from the contracting officer. If replacement is to be made, the Government shall effect the replacement at its own expense, including transportation costs. When the return of GFM is authorized, the contractor will ship it in accordance with paragraph (g)(3)(ii) and include a copy of the contractor's notification of deficiencies (including examination report) and the QAR's deficiency verification (DLA Form 506, and DLA Form 499 or 504). If the contractor fails to notify either the cognizant government QAR or the contracting officer within 5 days of discovery of any damage, defect, shortage, narrow width or discrepancy in the government material, no equitable adjustment will be made in the delivery or performance dates or the contract price.

(3) In cases of delay or failure to furnish any of the duly requested government material, or in cases where the Government has furnished damaged, defective,

## SECTION I (CONTINUED)

52.245-9P03 (continued)

short, narrow width or other discrepancies in the material, the contracting officer, upon written request of the contractor, shall equitably adjust the delivery or performance date, or the contract price or both and any other contractual provisions affected thereby, in accordance with FAR 52.243-1, Changes--Fixed-Price. If the contractor does not request such an adjustment within 30 days from the time the contractor either knew or should have known of any such delay or failure to furnish duly requested material, or shortage within the piece, narrow width or other discrepancy in the government material furnished, no adjustment will be made. Under no circumstances shall the Government include as an element of any adjustment under this clause any amount for loss of prospective profits. Further, the foregoing provisions for adjustment are exclusive, and the Government shall not be liable to suit for breach of contract by reason of any delay or failure to furnish government material to the contractor.

(4) In no event may the contractor assert a defense against an assessment of additional monies due under (e) above, nor shall the contractor claim refund of monies deducted under said paragraph on the ground of shortages, narrow width, or other discrepancies in the government material unless the 5-day and the 30-day notices in paragraphs (k)(2) and (k)(3) above shall first have been given as provided therein.

(5) Cloth containing deficiencies considered acceptable in accordance with applicable specifications shall not be considered defective. Any claim for shortage within the roll shall be adjusted as follows: For shortage on individual pieces only, credit will be taken by the Government for the minus tolerance provided for individual pieces in the "Examination for Length" paragraph of the fabric specification; for the entire shipment, the Government will reduce the total shortage by the total overage on all pieces in the shipment found to be longer than the length specified on the piece ticket. Narrow widths shall be subject to adjustment only where the discrepancy exceeds 1/4 inch. Measurements shall be "overall" or "exclusive of selvage," in accordance with the width provision of the applicable fabric specification.

(l) Protection of Government Material, Title, Access: The contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, protection and preservation of government material, until disposed of by the contractor in accordance with this contract. Property shall be maintained and used only in those plants approved by the contracting officer. The contractor shall arrange and maintain its plant(s) to insure clean and sanitary conditions and insure proper identification and

## SECTION I (CONTINUED)

segregation of material for each government contract. Title to the government material shall remain with the Government and shall not be affected by the incorporation or attachment thereof to any property not owned by the Government. The Government shall at all reasonable times have access to the premises wherein any government material is located. Additionally, the following requirements shall be adhered to with respect to broad woven and knitted fabrics. Original piece tickets and wrapping shall remain intact until material is spread for cutting. Material shall be stored dry away from heat and shall not be exposed to weather. Rolls shall not stand on end at any time, nor be cross stacked and under excessive load. If necessary, rolls shall be placed on side-supported pallets with no more than 4 tiers of rolls per pallet.

(m) Retention of Essential Records: The contractor shall retain the original government piece tickets on the pieces until spread for cutting. The contractor shall also retain in its possession for a period of 12 months subsequent to completion of performance of this contract, all piece tickets removed from government material. The contractor shall assemble all piece tickets from a particular lay in one bundle, and all bundles shall be consecutively numbered so as to indicate the order in which the lays were cut. All piece tickets retained by the contractor shall be returned to the Government upon the Government's request. In addition, the contractor shall retain cutting records and any fallout records for each lay (section) for the above stated 12-month period.

(n) Settlement of Length Discrepancies: The length marked on the piece tickets of cloth made available as government material reflects the measurement metered during preparation for delivery of the cloth, using mechanical measuring devices. An inherent disparity exists between these measurements and cutting table measurements, because the latter are subject to many variables that cannot be controlled. Accordingly, claims for shortages based on cutting table measurements will be considered for allowance only when the shortage on an individual piece exceeds 3-1/2% of the length marked on the piece ticket. All other claims for shortages shall be based on measurements using a mechanical measuring device (calibrated in accordance with the current edition of MIL-STD-45662, Calibration Systems Requirements) activated positively by direct contact, with the fabric in continuous motion. These measurements can be determined by using such devices as true meter, length counter on cloth perch, or similar devices. Length measurements shall be in units of 1/8 yard and multiples thereof.

(o) Final Shipment Notice and Contractor's Representation: Simultaneous with release of the final shipment, the contractor shall provide information copies

## SECTION I (CONTINUED)

52.245-9P03 (continued)

of the final shipping document to the cognizant DCMAO property administrator and to the Material Accountability Section, Defense Personnel Support Center, ATTN: DPSC-FODM. After disposition of any excess Government material in accordance with instructions contained in paragraph (g)(3) of this clause, but not later than 45 days after completion of contract deliveries, the contractor shall execute the following representation contained on DPSC Form FL 195, Return of Property Representation, and return same to the Material Accountability Section, Defense Personnel Support Center, ATTN: DPSC-FODM. The representation reads as follows: "It is represented that, with respect to the type(s) of material which the contract provides shall be furnished solely by the Government, all material of said type(s) used in the performance of this contract was furnished by the Government for the performance of this contract; that property furnished by the Government under this contract has been returned to the designated depot(s) or installation(s) and/or disposed of or transferred as authorized by the contracting officer, or its authorized representative, in the form of finished articles, or otherwise; and that this representation is made with full knowledge and understanding of the penalty imposed by Section 1001, Title 18, U.S. Code, for so representing falsely." The cognizant DCMAO property administrator shall monitor the contractor's adherence to the time frames specified for the disposition of excess government material (paragraph (g)(3)) and for the execution of the above referenced representation. In the event the contractor fails to comply with these time frames, the Government reserves the right to initiate the final adjustment to the contractor's government material account based on the data contained in the government's official property records.

(p) Records of Government Property:

Notwithstanding (m) above, the Defense Personnel Support Center will maintain the Government's official government property records for the government material provided.

(q) Discounts: Unless otherwise stipulated by the contractor, prompt payment discounts will be computed on the basis of the balance of the contract price remaining payable after deduction of the administratively determined rate per unit (which is applied to cover the value of the government material furnished) as specified in paragraph (e), above.

(r) Diversions of Shipment

Diversions of shipment shall be made in accordance with the provisions of FAR 52.247-54, Diversion of Shipment under F.O.B. Destination Contracts. When government material is furnished under this clause and the end item destination and storage location for the government material were originally located in the same geographical area, a freight adjustment shall be made when

## SECTION I (CONTINUED)

the diversion precludes the contractor from picking up the government material by its own or leased trucks upon delivery of end items. The price adjustment for such shipment shall be based on the difference between the transportation costs of end item shipment to the new destination and one-half the transportation costs of the end item shipment to the old destination.

52.245-9P04 GOVERNMENT MATERIAL - PROPERTY ADMINISTRATION (FIXED-PRICE BAILMENT SYSTEM CONTRACTS) (JAN 1992) DPSC (Solicitations and contracts when DPSC clause 52.245-9P03 applies)

(a) The contractor shall be responsible and accountable for all government material provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract, with the following exceptions and amplifications:

(1) As an exception to FAR 45.505(a), and in accordance with FAR 45.105(b)(5), official property records shall be those maintained by the Defense Personnel Support Center.

(2) The requirements of FAR 45.505(c) are hereby made applicable to the contractor's property records in lieu of the official government property records.

(3) For purposes of FAR 45.505(d), 45.505-3(b), and 45.505-3(f) consolidated records are not authorized. The contractor shall maintain separate records for each contract.

(4) The contractor shall be required to retain the documentation specified in paragraph (m) of DPSC Clause 52.245-9P03, Provisions Relating to Material to be Furnished by the Government (C&T Bailment System), contained in this contract, in addition to the basic information required by FAR 45.505-1.

(5) The recording of pricing information, as required under FAR 45.505-2, shall be maintained as part of the contractor's property records.

(b) The contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR, with the exception that government property shall be physically segregated from the contractor's own property. Authority for deviation from this requirement under FAR 45.507 is not authorized.

52.245-9P10 AVAILABILITY OF CLOTHING PATTERNS (JAN 1992) DPSC (Applicable when the Government furnishes clothing patterns)

SECTION I (CONTINUED)

52.245-9P10 (continued)

Government furnished clothing patterns will be delivered to the contractor within 14 days after the date of award. In the event patterns are not delivered within 14 days after award or are delivered incomplete, it is the contractor's responsibility to notify the Government, in writing, by certified mail. Such notification must be mailed to the contracting officer within 30 days from date of award. Timely notification of late delivery upon contracting officer's verification will result in a day for day extension of the delivery schedule for each day or delay beyond the initial 14-day period. Failure to provide the above notice will preclude any adjustment of delivery schedule as a result of late receipt of government furnished patterns.

52.245-9P11 OWNERSHIP OF OVERRUNS CONTAINING GFP (JAN 1992) DPSC

(Applicable to solicitations and contracts involving government furnished property except those for dyeing and finishing)

Any quantities of items manufactured and delivered under this contract in excess of the quantities specified herein, after taking into account overages permitted under the variation in quantity clause, are the sole property of the Government and no compensation or material credit shall be allowed the contractor therefor. If more than one destination is provided for in this contract, this clause shall not apply to variations by destination but only to variations in excess of those permitted for the entire contract quantity, including the variation permitted for each size regardless of destination.

52.246-9P35 WARRANTY OF SUPPLIES (JAN 1992) DPSC

(Applicable when indicated in the individually numbered solicitation)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include "data."

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under

SECTION I (CONTINUED)

this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for one year after receipt of supplies at destination:

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) Handling costs and incidental charges incurred by the Government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) For cost of government examination of the corrected or replaced supplies computed and charged at the flat rate of \$49.28 per hour.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 13 months from receipt of supplies at destination.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present

SECTION I (CONTINUED)

52.246-9P35 (continued)

at the point of reinspection and regardless of whether such supplies have been issued or consumed, provided: the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed; and the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection.

Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

- (i) Require an equitable adjustment in the contract price for any supplies or group of supplies;
- (ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;
- (iii) Require the contractor to screen the supplies at depots designated by the Government within the continental United States and to correct or replace all nonconforming supplies;
- (iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement;
- (v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefor. In such event, the Government may reprocuré similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the Government thereby.

(3) When either option three or four of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

- (i) Correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,
- (ii) Screening defective supplies at each depot involved and subsequent redelivery of all corrected and/or replaced supplies.

SECTION I (CONTINUED)

Such schedule will become a part of the contract delivery schedule upon agreement thereto by the Government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the Government, the Government may correct the items and charge the contractor's account, or issue a contract for correction of the items and charge the contractor's account, or exercise one or more of the remedies specified in paragraph (4) below.

(4) If the contractor fails to accept return of the nonconforming supplies, or fails to make redelivery of the corrected or replaced supplies to the Government within the time established, or fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery 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 contracting officer may exercise one or more of the following remedies:

- (i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.
- (ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefor. In such event, the Government may reprocuré similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the Government thereby.
- (iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, the Government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

SECTION I (CONTINUED)

52.246-9P37 WARRANTY OF SUPPLIES (JAN 1992) DPSC

(Applicable to Medical acquisitions when indicated in the individually numbered solicitation)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for one year after receipt of supplies at destination or, in the case of supplies required to bear an expiration date, for the expiration dating period indicated in the labeling thereof:

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for

(i) handling costs and incidental charges incurred by the Government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor and

(ii) for cost of Government examination of the corrected or replaced supplies computed and charged at the flat rate of \$49.28 per hour.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run

SECTION I (CONTINUED)

from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 13 months from receipt of supplies at destination or, in the case of supplies required to bear an expiration date, no later than one month following the expiration date indicated in the labeling thereof.

(2) Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options; and also, following the exercise of any option, may unilaterally change it to one or more other options set forth below:

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances, and the contractor shall promptly make appropriate repayment; or

(iii) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the Government may reprocur similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the cost occasioned the Government thereby.

(3) When option one of para (c)(2) of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for correction and/or replacement of all nonconforming supplies and subsequent redelivery of the returned supplies. Such schedule will become a part of the contract delivery schedule upon agreement thereto by the Government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the Government, the Government may:

(i) correct the items and charge the contractor's account or

(ii) issue a contract for correction of the items and charge the contractor's account or

(iii) exercise one or more of the remedies specified in (4) below.

SECTION I (CONTINUED)

52.246-9P37 (continued)

(4) If the contractor fails to accept return of the nonconforming supplies; or, fails to make redelivery of the corrected or replaced supplies to the Government within the time established; or, fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery 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 contracting officer may exercise one or more of the following remedies:

(i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.

(ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefor. In such event, the Government may repro cure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the Government thereby.

(iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAR

(Applicable to all solicitations and contracts)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default", and the supplies or services covered by the contract so terminated are repurchased by the Government,

SECTION I (CONTINUED)

the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$900.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DPSC  
(Applicable to all solicitations)

In considering the responsibility of an offeror, the Government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DPSC  
(Applicable to all solicitations)

To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the preaward survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

NOTE: The following also applies to items involving chemicals, pharmaceuticals, drugs, biologicals, antibiotics, or cosmetics:

The Government reserves the right to reject any offer whenever it is impracticable for the Government to perform either a thorough preaward survey or in-process quality determination of conformance.

SECTION L (CONTINUED)

52.210-9P16 AVAILABILITY OF PURCHASE DESCRIPTIONS AND OTHER SPECIFICATIONS (JAN 1992) DPSC

(Applicable to all solicitations)

If the solicitation cites purchase descriptions or Commercial Item Descriptions (CIDs), copies may be obtained upon request from:

Defense Logistics Agency  
Defense Personnel Support Center  
ATTN: DPSC-MSTC (Telephone (215) 737-4156)  
(Medical items only)

or

Cognizant Contracting Officer/Contract Specialist as cited in Blocks 6A/6B of DPSC Form 33. (Clothing & Textile items only.)

52.214-9000 POSTPONEMENT OF OPENING OF OFFERS (OCT 1982)

DLAR

(Applicable to all solicitations)

If the opening of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition or strikes) result in closing the designated site for opening offers, so that the conduct of openings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening will be considered as timely. Offers or modifications or withdrawal of offers received after the time of actual opening of offers, when opening of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or FAR 52.215-10, as applicable.

52.214-9P02 TIMELINESS AND PLACE OF RECEIPT OF OFFERS/MODIFICATIONS/ WITHDRAWALS (JAN 1992) DPSC

(Applicable to all solicitations)

(a) Mailed [includes registered, certified, and U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee] offers/modifications/withdrawals shall be addressed and marked as specified in FAR 52.214-5, Submission of Bids, for sealed bid acquisitions or 52.215-9, Submission of Offers, for negotiated acquisitions and shall be considered only when received at the place specified in Block 7 of DPSC Form 33 prior to the scheduled opening/closing time unless:

(1) the conditions in FAR 52.214-7 or FAR 52.215-10 are met; or

SECTION L (CONTINUED)

(2) there has been mishandling by the Government as defined in paragraph (e) below.

(b) Telegraphic [includes mailgrams] offers (if authorized by the solicitation), and telegraphic modifications/withdrawals shall be addressed and marked as specified in FAR 52.214-5, Submission of Bids, for sealed bid acquisitions or 52.215-9, Submission of Offers, for negotiated acquisitions and shall be considered only when received at the place specified in Block 7 of DPSC Form 33 prior to the scheduled opening/closing time unless:

(1) the conditions in FAR 52.214-7 or FAR 52.215-10 are met; or

(2) there has been mishandling by the Government as defined in paragraph (e) below.

(c) Facsimile offers/modifications/withdrawals shall be addressed and marked as specified in FAR 52.214-5, Submission of Bids, for sealed bid acquisitions or 52.215-9, Submission of Offers, for negotiated acquisitions and shall be considered only when authorized by the solicitation and when received at the place specified in Block 7 of DPSC Form 33 prior to the scheduled opening/closing time unless:

(1) the conditions in FAR 52.214-7 or FAR 52.215-10 are met; or

(2) there has been mishandling by the Government as defined in paragraph (e) below.

(d) Handcarried [includes commercial carrier service] offers/modifications/withdrawals shall be addressed and marked as specified in FAR 52.214-5, Submission of Bids, for sealed bid acquisitions or 52.215-9, Submission of Offers, for negotiated acquisitions and shall be considered only when placed in the depository specified in Block 7 of DPSC Form 33 prior to the scheduled opening/closing time. All handcarried offers are to be delivered between 7:00 a.m. and 3:30 p.m. Monday through Friday except for legal federal holidays as set forth in 5USC 6103. Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "handcarries" the offer/modification/withdrawal to the depository specified in Block 7 of DPSC Form 33 prior to the scheduled opening/closing time. Commercial carrier delivered offers/modifications/withdrawals must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers.

(e) Government mishandling of offers/modifications/withdrawals shall be conclusively presumed when the offer/modification/withdrawal is correctly addressed and marked, as specified in FAR 52.214-5, Submission of Bids, for sealed bid acquisitions or 52.215-9, Submission of Offers, for negotiated acquisitions, and:

SECTION L (CONTINUED)

52.214-9P02 (continued)

(1) In the case of a mailed or mailgram offer/modification/ withdrawal, it is received at the Government installation at least two hours prior to the scheduled opening time of sealed bids and three hours prior to the scheduled closing time of negotiated proposals.

(2) In the case of a telegraphic or facsimile offer/ modification/withdrawal, it is received in its entirety on the Government installation's Telex, TWX, or facsimile machine at least 60 minutes prior to the scheduled opening/closing time.

52.214-9P05 UNSOLICITED SAMPLES, DESCRIPTIVE LITERATURE OR BRAND NAME REFERENCES (JAN 1992) DPSC

(Applicable when cited in the individually numbered solicitation)

Bids accompanied by unsolicited bid samples descriptive literature or references to brand names, models or part numbers shall be rejected unless it is clear that the unsolicited material is not intended to qualify the bid and the bidder intends to furnish items in accordance with the specifications or purchase descriptions.

52.219-9P01 LABOR SURPLUS AREA CONCERNS--DEFINITION FOR CLOTHING PURCHASES INVOLVING "CONVERTERS" (AUG 1987) DLAR

(Applicable to all solicitations for clothing items.)

The definition of a "Labor Surplus Area Concern" in DFARS Clause 252.219-7001 under the paragraph entitled "Definitions" is revised to include the following:

Additionally, if a "converter" is a first tier subcontractor, aggregate costs incurred by the converter's first tier subcontractor on account of manufacturing or production performed in labor surplus areas will be used to determine eligibility as a labor surplus area concern.

52.219-9P02 AWARD PROCEDURES ON PARTIAL SET-ASIDES (JAN 1992) DPSC

(Applicable to partial set-asides)

Offers on the set-aside portion shall be submitted in writing within five days after receipt of the request. Any offer not submitted in time shall be subject to rejection. The offer shall include (i) agreement as to the established set-aside price for the available set-aside quantity, (ii) agreement as to the required delivery, (iii) agreement that all other terms and conditions of the solicitation will apply to the set-aside award, and (iv) agreement to the inclusion of FAR clauses 52.215-1, Examination of Records by the Comptroller General and 52.215-2, Audit--Negotiation.

SECTION L (CONTINUED)

52.231-9P02 SUBMISSION OF COST DATA (JAN 1992) DPSC

(Applicable when cited in the individually numbered solicitation)

The Government reserves the right to require that each offeror itemize its costs and profit within five working days (or longer when authorized by the contracting officer in writing) after receipt of a written request by the Government. If the offeror fails to submit the information on time, the offer may not be considered.

52.245-9P18 GOVERNMENT SAMPLES (JAN 1992) DPSC

(Applicable when cited in the individually numbered solicitation)

There are no samples available for loan; however, a guide sample of the end item is available for inspection at this Center. Where applicable, standard sample swatches for shade, finish and colorfastness are available and will be furnished upon request.

52.245-9P20 SIZED ITEMS (JAN 1992) DPSC

(Applicable when cited in the individually numbered solicitation)

(a) Contracts for quantities less than the quantity solicited for each destination shall be in the same ratio to the total quantity solicited for each size by destination in the solicitation, except that when the total quantity herein specified for any size is determined by the contracting officer to be impractical for pro rating between contractors, the Government reserves the right to award such total quantity to any one contractor. Unless otherwise specifically permitted in the solicitation, offers limited to selected sizes only or quantities of sizes not in the same ratio as the stated tariff of sizes by destination will not be considered for award.

(b) The contractor shall make all shipments in even case lots limited to one size. In the event that monthly delivery requirements result in less than case lot quantities remaining for shipment at the end of any one month, contractor shall hold said quantity until even case lot quantity is obtained. Where shipment in an even case lot quantity for each size is impracticable because it is the final shipment, the contractor may ship less than even case lot quantity for each size and mix different sizes within the same carton.

(c) Changes:

Sizes and/or quantities of each size awarded are subject to change by the contracting officer. The Government and the contractor agree that the monetary adjustment shall be limited to the value of the saving or excess in material usage. (No adjustment shall be made

## SECTION L (CONTINUED)

52.245-9P20 (continued)

for labor, overhead, freight, packing and packaging.) The savings or excess usage shall be determined as follows:

(1) Clothing (except for items in para (2) below):

The material usage shall be computed by multiplying the number of square inches for each size being increased, decreased or added by the number of items being changed in that size. The difference between the total increase and the total decrease in square inches represents the savings or excess in material usage for the change in sizes. This excess or savings in usage shall first be converted to linear yards using the appropriate fabric width, and then converted into dollars using the cost per yard of the material(s). (NOTE: On GFM contracts, the material width(s) specified in DPSC clause 52.245-9P03 of the contract shall be used; on CFM contracts, the width as verified by the contractor's invoices or the Government's physical inspection of the material(s) shall be used.)

The resultant amount shall be the sole equitable adjustment in contract price for the size change. In the event the total square inches for each size changed are not included in the contract, the Government will compute the square inches involved and determine the adjustment in accordance with the above procedure.

(i) On contracts where GFM is utilized and the change in sizes affects the usage requirements, payment shall be made by a modification crediting contractor's material usage account where the usage requirement increases, and charging contractor's material usage account where the usage requirement decreases.

(ii) On contractor furnished material contracts where the change in sizes affects the usage requirements of the CFM, payment shall be effected by a modification either increasing or decreasing the contract price whichever is appropriate in CFM contracts.

(2) Knitwear, Rubber Footwear, Equipage Items, Protective Clothing and Protective Gloves: Any such change shall be deemed to be a change within the purview of the "Changes" provision.

(3) Leather Footwear: The material usage for any given size which has been changed shall be computed as follows: (see chart below)

(i) Multiply the point value of the size being changed by the quantity being changed;

(ii) Multiply the point value of the new size by the quantity being changed;

(iii) Determine the difference between (i) and (ii) above to arrive at the net points gained or lost;

(iv) The excess or savings shall be converted to dollars by multiplying the total net points gained or lost by the unit cost. This figure will then be

## SECTION L (CONTINUED)

multiplied by 2%. The resultant total shall be the sole equitable adjustment.

NOTE: When utilizing Point Value Table, the following will apply:

Extra Narrow will be computed using Narrow.

Extra Wide will be computed using Wide.

Half Sizes will be computed using Next Higher Size.

## POINT VALUE TABLE LEATHER FOOTWEAR

SIZE	POINT VALUE	SIZE	POINT VALUE
3N	1/2	10N	7
4N	1	10R	7-1/2
4R	1-1/2	10W	8
4W	2	11N	8
5N	2	11R	8-1/2
5R	2-1/2	11W	9
5W	3	12N	9
6N	3	12R	9-1/2
6R	3-1/2	12W	10
6W	4	13N	10
7N	4	13R	10-1/2
7R	4-1/2	13W	11
7W	5	14N	11
8N	5	14R	11-1/2
8R	5-1/2	14W	12
8W	6	15N	12
9N	6	15R	12-1/2
9R	6-1/2	15W	13
9W	7		

(v) An additional adjustment will be made, where size changes require expenditures for leather component materials beyond the quantity and/or unit price originally committed and contracted. At the time of a change in sizes, the contractor shall provide documentation regarding the market price of hides and leather footage costs both at time of offer and at the time the size change was directed. (Contractor's supportive invoices for the additional quantity, together with the invoice for the original material will be considered satisfactory documentation.)

(d) However, where, as a result of the change in sizes, work in process, residual inventory (i.e., components, raw materials, etc.) and/or means of production (i.e., markers, dies, etc.) cannot be utilized, an adjustment will be made to compensate the contractor for the direct costs expended (if Government Furnished Property is involved, material credit will be given for the work in process).

SECTION L (CONTINUED)

52.245-9P20 (continued)

In the event an adjustment is made, the contracting officer shall have the right to prescribe the manner of disposition of the property for which the contractor has been compensated.

(e) The method of adjusting for size changes indicated above will also be applied to pattern changes.

52.245-9P21 FIRM AND FLEXIBLE SIZES (JAN 1992) DPSC  
(Applicable when cited in the individually numbered solicitation)

(a) The sizes set forth in Section F hereof for the first three delivery increments are firm, however, the contractor may not proceed to cut and fabricate for such increments until following the expiration of 3 working days from the date of award during which time the Government reserves the right to make one change to these firm sizes.

(b) Except as provided below:

(1) The size for the remaining delivery increments are flexible;

(2) The flexible sizes are furnished for the purposes of formulation and evaluation of offers;

(3) Contractor may not proceed to cut and fabricate the flexible portion.

(c) Firm sizes for the flexible portion will be furnished by the contracting officer not later than 120 days prior to the end of each applicable delivery period. If notice of change for the flexible portion is not given by such time, contractor may cut sizes and quantities set forth in the flexible schedule for the applicable delivery period. Once the contractor has been furnished the firm sizes for the flexible portions of the schedule, it will be considered a firm schedule for the applicable delivery increment.

(d) Notwithstanding the above, sizes and/or quantities of each size are further subject to change by the contracting officer; any such change shall be deemed to be a change within the purview of the article entitled "Changes." All changes made under the provisions of this clause shall be made in accordance with DPSC clause 52.245-9P05, Sized Items.

SECTION M  
EVALUATION FACTORS FOR AWARD

52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) DPSC  
(Applicable to all solicitations)

Unit prices shall be limited to a maximum of four decimal places. For evaluation and award purposes, offers

SECTION M (CONTINUED)

containing a unit price of more than four decimal places shall be rounded off to four decimal places (five places if GFM is involved). For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

52.229-9P02 FEDERAL EXCISE TAX (JAN 1992) DPSC  
(Applicable when cited in the individually numbered solicitation)

The price offered must exclude federal excise taxes and Certificate of Export will be furnished by the administrative contracting officer.

52.229-9P04 SPECIAL PROVISION RELATING TO NONBEVERAGE DOMESTIC DRAWBACK (JAN 1992) DPSC  
(Applicable when cited in the individually numbered solicitation)

Notwithstanding any other provisions of this solicitation, the offeror warrants that the prices offered exclude that portion of the federal excise tax paid or to be paid with respect to distilled spirits used in the manufacture of the supplies called for herein as to which it is eligible to claim a drawback under Section 5131 of the Internal Revenue Code of 1954. Offers will be evaluated and payments made on the basis of such exclusion.

52.247-9P31 RIGHT TO APPLY FOB ORIGIN OFFER (JAN 1992) DPSC  
(Applicable to F.O.B. origin solicitations with multiple destinations)

Unless otherwise specified by the offeror, the Government may apply an F.O.B. origin offer against any F.O.B. origin item or subitem for the same product or supplies, provided there is no change in the required delivery dates of the items or sub-items involved.

