

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M0220915RC00153		PAGE 1 OF 28	
2. CONTRACT NO. M67400-15-P-0123		3. AWARD/EFFECTIVE DATE 17-Jun-2015		4. ORDER NUMBER		5. SOLICITATION NUMBER M67400-15-T-0065	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MINAKO YARA				b. TELEPHONE NUMBER (No Collect Calls) 011-81-611-745-8145	
9. ISSUED BY MARINE CORPS REGIONAL CONTRACTING OFFICE MARINE CORPS BASE CAMP S.D. BUTLER PSC 557 BOX 2000 FPO AP CA 96379-2000 TEL: 011816117458531 FAX:		CODE M67400		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR GILL GROUP, INC. N/A 1904 W PARKSIDE LN STE 100 PHOENIX AZ 85027-1232 TEL. 602-943-7700		CODE 6N797		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER MARINE CORPS PO BOX 369022 COLUMBUS OH 43218-9022		CODE M67443	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$210,089.10		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Renee L. Kale</i>		17-Jun-2015	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Renee L. Kale / Contract Specialist TEL: 011-81-611-745-7140 EMAIL: renee.kale@usmc.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	Rotary Tray Accumulator System FFP Minimum salient characteristics are listed in Addendum I - Specifications. All fees associated with shipping and handling shall be included in the cost of the item/Addendum II - Layout drawing Location - The South Side Mess Hall Bldg #: 222 FOB: Destination MILSTRIP: M0220915RC00153 PURCHASE REQUEST NUMBER: M0220915RC00153	1	Each	\$71,104.80	\$71,104.80	
					NET AMT	\$71,104.80
ACRN AA CIN: M0220915RC001530001						\$71,104.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002	Installation CLIN 0001 FFP Addendum I - Specifications. -Installation shall take place at Bldgs # 222, Iwakuni, Japan FOB: Destination MILSTRIP: M0220915RC00153 PURCHASE REQUEST NUMBER: M0220915RC00153	1	Each	\$31,050.00	\$31,050.00	
					NET AMT	\$31,050.00
ACRN AA CIN: M0220915RC001530002						\$31,050.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Rotary Tray Accumulator System FFP Minimum salient characteristics are listed in Addendum I - Specifications. All fees associated with shipping and handling shall be included in the cost of the item / Addendum II - Layout drawing No installation required: Location - The South Side Mess Hall Bldg #: 1562 FOB: Destination MILSTRIP: M0220915RC00153 PURCHASE REQUEST NUMBER: M0220915RC00153	1	Each	\$107,934.30	\$107,934.30
					NET AMT
					\$107,934.30
ACRN AA CIN: M0220915RC001530003					\$107,934.30

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	22-JUL-2015	1	DEFENSE LOGISTICS AGENCY, DEFENSE SW3225 DISTRI GOVERNMENT REPRESENTATIVE XU DEF DIST DEPOT SAN JOAQUIN CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY CA 95376-5000 (209)839-4348 FOB: Destination	
0002	22-JUL-2015	1	M02209 TOMOKO HASHIMOTO FAMILY HOUSING WAREHOUSE BUILDING 200 MCAS IWAKUNI YAMAGUCHI PREFECTURE 740-0025 FOB: Destination	M02209
0003	22-JUL-2015	1	DEFENSE LOGISTICS AGENCY, DEFENSE SW3225 DISTRI GOVERNMENT REPRESENTATIVE XU DEF DIST DEPOT SAN JOAQUIN CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY CA 95376-5000 (209)839-4348 FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 1751106BSS1 310 62613 067443 2D M02209
 COST CODE: 15LFRC00153
 AMOUNT: \$210,089.10
 CIN M0220915RC001530001: \$71,104.80
 CIN M0220915RC001530002: \$31,050.00
 CIN M0220915RC001530003: \$107,934.30

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7041	Correspondence in English	JUN 1997
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7014	Demurrage	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (DEC 2014)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

<http://www.arnet.gov>

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

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

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

“Registered in the System for Award Management (SAM) database” means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
 - (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
 - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
 - (4) The Government has marked the record “Active.”
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

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

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
N/A

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
N/A

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)

(a) Definitions. As used in this clause--

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

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

(1) Sand.

(2) Gravel.

(3) Bulk liquids (water, chemicals, or petroleum products).

(4) Ready-mix concrete or similar construction materials.

(5) Coal or combustibles such as firewood.

(6) Agricultural products such as seeds, grains, or animal feed.

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

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

EPCglobal^{supreg} means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

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

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

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

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

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

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized- unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
N/A				

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

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

- (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
- (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and overnment Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
- (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.
- (e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 617-4177.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Japan

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67400
Admin DoDAAC	M67400
Inspect By DoDAAC	M02209
Ship To Code	M02209
Ship From Code	
Mark For Code	M02209
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Mccb_g4_rco_wawf@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Ms. Carol McElroy

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

(End of clause)

DEFENSE DISTRIBUTION DEPOT PACKAGING AND SHIPPING INSTRUCTIONS

(a) PACKAGING

OVERVIEW

- Loads in excess of 200 pounds must have 3 7/8" minimum clearance skids
- Wood packaging materials must be ISPM certified
- Truckload shipments greater than 10,000 pounds and/or 800 cubic feet must be palletized

OVERSEAS SHIPMENTS: This contract is intended for shipment overseas. Therefore, the vendor is required to preserve, package and pack all items. The vendor shall use the best commercial practice for export shipment, to ensure safe delivery to overseas consignee. All items shall be given the degree of preservation and packing to afford protection against corrosion, deterioration, and damage during shipment to its ultimate destination. Any shipping container or palletized load exceeding 200 pounds gross weight shall be provided with skids with a minimum of 3 7/8" clearance for the purpose of handling with a forklift device or lifting lugs that allows for ease in loading/unloading.

WOOD PACKAGING MATERIAL: United States Transportation Command (USTRANSCOM) and Government of Japan regulations require that all wooden packaging material must be treated and certified according to International Standards for Phytosanitary Measures Number 15 (ISPM no. 15). All types of wood packaging must be heat treated or fumigated and marked with the international approved logo, which can be found at the link: http://www.maff.go.jp/pps/j/konpozai/pdf/ISPM_15_English_2006.pdf. Wood packaging material without this mark (Annex II, ISPM NO.15), will be inspected at ports of entry by plant quarantine officers for confirmation of compliance with the regulation. Items not properly marked, or that are not in compliance with regulations, will be rejected at port of embarkation. The vendor shall be responsible for return shipping costs for those shipments that do not comply with the specified packing regulations.

PALLETIZATION: Truckload shipments greater than 10,000 pounds and/or 800 cubic feet must be palletized, properly packed, and marked.

(b) DELIVERY INSTRUCTIONS

Less than truckload shipments (< 10,000 lbs. and/or 800 cubic ft) shall be forwarded to:

SW3225
XU DEF DIST DEPOT SAN JOAQUIN
CCP WHSE 30
25600 SOUTH CHRISMAN RD
TRACY CA 95376-5000

(c) CRITICAL MARKING INSTRUCTIONS

Shipping labels:

1. Shall be affixed on **all** packages and containers (even those packages contained within other packages or containers)
2. Shall have an additional copy packed inside **all** packages and containers prior to shipment

The vendor shall prepare military shipping labels (MSL) or commercial equivalent in accordance with MIL-STD-129B (available at http://www.acq.osd.mil/log/rfid/mil_std_129pch3.htm) as follows:

SHIP TO:
TCN: M02209-5162-TC80-XXX
SW3225
XU DEF DIST DEPOT SAN JOAQUIN
CCP WHSE 30
25600 SOUTH CHRISMAN RD
TRACY CA 95376-5000

MARK FOR: (Overseas Consignee address)
USMC Food Service Division
Mark for: PO/DO: **M67400-15-P-0123**
TMO SHIPPING AND RECEIVING BLDG 1710,
MARINE CORPS AIR STATION (MCAS) IWAKUNI
JAPAN

Mark each container/package with the vendor's standard commercial packing label and/or stencil the information contained herein with indelible marking.

(d) MULTIPLE PACKAGES OR PARTIAL/SPLIT SHIPMENTS

Refer to the clause entitled PARTIAL DELIVERIES

(e) HOLD CARGO

The following items are not to be shipped to any container consolidation points (CCP):

Container Loads (>10,000 lbs and/or 800 cu. ft.)
Vehicles
Explosives
Hazardous items
Over dimensions (any dimension that exceeds 72 inches)
Perishables
Classified or intelligence material

If this contract applies to any of the above contact holly.greer@usmc.mil the Marine Corps Air Clearance and Procurement Traffic Section (MC/ACA) at Marine Corps Logistics Base (MCLB) Barstow CA. The MC ACA/Procurement Traffic commercial number is 760-577-7875/7660. You can fax a request for shipping instruction to 760-577-7643.

(f) DEFENSE LOGISTICS AGENCY REQUIRED INFORMATION

BILL OF LADING: For ALL shipments, forward an additional copy of your bill of lading as proof of shipment to:

Defense Distribution Depot, San Joaquin
Documentation Branch
P.O. Box 960001
Stockton, CA 92596-0134

DLA HOURS OF OPERATION. Hours of delivery for Defense Logistics Agency, Defense Distribution Depot San Joaquin is from 7:00 am –5:00 pm, Monday through Friday. Appointments may be made 24 hours in advance of shipment by calling Container Consolidation Points at (209) 839-5028. If you receive CCP voice mailbox, at a minimum leave your name, phone number and TCN. For transportation problems not covered by these instructions please contact (209) 839-4348 or the Regional Contracting Office at 011-81-611-745-7495.

PARTIAL DELIVERIES UNAUTHORIZED

Partial deliveries on this order are NOT authorized without prior approval from the Contracting Officer. Partial shipments require specialized shipping instructions and, when approved, will be provided via contract modification only.

GENERAL CORRESPONDENCE

Correspondence or inquiries relative to this order shall be addressed to the following:

(a) Written Inquiries: MCIPAC Regional Contracting Office

PSC 557 Box 2000 (Camp Butler)
FPO AP 96379-2000
Attn: M. Yara

(b) Telephone Inquiries: Commercial telephone number, direct dial from the United States is 011-81-611-745-3128. Locally, dial 098-970-3128

(c) Fax Inquiries: 011-81-611-745-0959 (local 098-970-0959)

(d) E-mail inquiries: minako.yara.ja@usmc.mil

Receiving Unit Name: Food Service, MCAS Iwakuni
Receiving Unit POC: Capt. Arlie L. Miller
Receiving Unit Phone#: DSN 253-6814

CONTRACTOR PERSONNEL

ECMRA Reporting: The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

Base Passes for Contractor Employees: The Contractor shall be responsible for obtaining all base passes for its employees and its sub-contractor's employees under this contract. All Base Pass requests under this contract shall include approval from the Contracting Officer at the Regional Contracting Office Far East. The Contractor shall return all applicable base passes upon termination of employment or completion of this contract to the Pass and Identification Section and certification of receipt shall be obtained and submitted to the Contracting Officer. The Contractor shall submit a listing of employees terminated under this contract to the Contracting Officer within seven (7) days of the effective date of termination.

Contractor Personnel Appearance and Identification: The Contractor's employees shall be easily recognized as Contractor employees. This may be accomplished by either (1) the Contractor employee wearing distinctive clothing bearing the company's name and employee's name, or (2) the Contractor employee wearing an identification badge bearing the company's name and the employee's name, with the badge worn or attached to the employee's outer garment at all times. Clothing or badges shall be provided by the Contractor. Contractor's employees shall present a neat and clean appearance.

Removal of Contractor's Employees: The Contractor agrees to utilize only experienced, responsible and capable people in the performance of work. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, whose continued employment under this contract is inconsistent with the interest of military security, or who are determined by the Contracting Officer or Contracting Officers Representative as being incapable of rendering the services in accordance with the contract.

Prohibition of Employment: The Contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Therefore, the Contractor shall not employ

any person who is an employee of the US Government, either military or civilian, unless such person seeks and receives approval in accordance with DOD 5500.7R, Joint Ethics Regulation.

The Contractor, as a stipulation of this contract, acknowledges that Designated Third Country National (DTCN) Contractor employees are not permitted aboard any Marine Corps Bases Japan (MCBJ) Camp, Air Station, or facility in Japan. Signature of the award document constitutes acknowledgement, and binds the Contractor to all terms specified in the contract. A listing of Designated Third Countries can be found in USFJ Instruction 31-204 (Designated Third Country Nationals).

Employment of Military Personnel: The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to a recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. Their absence at any time shall not constitute an excuse for non-performance under this contract.

Employment Benefits: This is a Non-Personal Service Contract. No provisions are implied or provided in this contract for any benefits such as medical care, retirement, or worker's compensation.

CONTRACTOR MOTOR VEHICLES

Registration/Permits for Contractor's Motor Vehicle(s): All company-owned and privately owned motor vehicles required to be in military installations during the performance of this contract must be registered with the Provost Marshal's Office, Marine Corps Base, Camp Butler. Vehicle permits may be issued to civilian Contractors for the duration of their contract, until expiration of base pass or vehicle inspection, whichever occurs first or until termination of their employment. Included in vehicle permit requests shall be the license number, year, make, model, color, and operator's name for each vehicle. The Contractor shall hand-carry the request to the Vehicle Registration Section, Building 5638, MCB, Camp Foster (Telephone #098-970-7481). All necessary decals and/or permits shall be displayed on the vehicles in the manner directed by the Vehicle Registration Section. Proof of insurance must also be presented to the Provost Marshal upon submission of the temporary vehicle permit or vehicle decal or upon request. The minimum requirement for insurance is the Japanese Compulsory Insurance (JCI) under Japanese Motor Vehicle Damage Compensation Guarantee Law. Upon contract expiration or vehicle inspection expiration, whichever comes first, any vehicle passes received for operation under this contract shall immediately become void.

Identification of Contractor's Vehicle(s): Each Contractor vehicle shall have the name of the Contractor neatly exhibited on each side of the cab. The vehicle shall be maintained in a satisfactory mechanical condition, shall at all times, display a valid license plate and safety inspection sticker. The Contractor shall operate vehicles in compliance with base traffic regulations.

ADDITIONAL REQUIRED INSURANCE FOR JAPAN

(a) All vehicles must be properly inspected/Insured in accordance with Japanese Compulsory Insurance (JCI). The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance on each vehicle used by the Contractor at the work site:

Type: Automobile Property Damage Insurance Amount:
Bodily Injury Insurance Amount:

30,000,000 (or U.S. Dollar
 30,000,000 Yen (or U.S. Dollar equivalents)

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this Paragraph (c), in all subcontracts hereunder.

JAPANESE ROAD LAWS

The Japanese Road Law will be complied with by the Contractor while on U. S. Military installations to specifically include:

(a) Article 43 The Road Law (Japan)(prohibitive acts relative to roads)

(1) No person shall commit the following described acts:

(2) Damaging the road, causing roads to be littered with debris, polluting the roads with debris or fall out from motor vehicles or otherwise defacing roads unreasonably or without due cause.

(b) Article 43-2 (Measures to be taken to prevent cargo or things loaded on motor vehicles from falling out)

(1) The agency managing a road may when there is reasonable cause for him to feel that things or cargo being carried in or on a motor vehicle may fall out and damage, pollute or otherwise deface the road in such a manner as to hinder or obstruct the traffic, order the operator of the vehicle in question to take steps or measures necessary to prevent occurrence of such hindrance by stopping the operation of the vehicle or correcting the method of loading or the method of traveling or operation of the vehicle.

PHYSICAL SECURITY

Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured, and utilities turned off or set for conservation.

INFORMATION SECURITY

The Contractor shall keep the customer's transaction confidential and not disclose any information pertaining to the customer without permission, except that required by management information reports, including such information as may be needed by the Marine Corps to audit or monitor services rendered, prices charged, concession fees paid, etc.

ADDENDUM I

CLIN	ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
0001	<p>Rotary Tray Accumulator System</p> <p>One (1) EA</p> <p>Aerowerks / Model No. P114080 or Equal</p> <p>Location: South Side Mess Hall</p> <p>Bldg#222</p> <p>* Price should also include:</p> <p>- All plugs and cords required</p> <p>- Shipping/Freight</p> <p>Ship to Address: Defense Logistics Agency, Tracy CA</p>	<p>Specification:</p> <p>- Soiled dish table, c/w waste trough</p> <p>- Perforated ledges and scrap sump w/ perforated scrap basket</p> <p>- Carriers</p> <p>- Tier type, minimum of seventy two (72) tray capacity comes with one (1) electrical control panel</p> <p>- Anti-jam switch</p> <p>- Single point connection in field</p> <p>- Removable stainless steel bridge</p> <p>- Hose clean up station</p> <p>Standard Manufactures Warranty</p>	<p>1/ea</p> <p>2/ea</p> <p>18/ea</p> <p>4/ea</p> <p>1/ea</p> <p>1/ea</p> <p>1/ea</p> <p>1/ea</p>		
0002	<p>Installation for CLIN 0001</p> <p>-Installation shall take place at Bldgs # 222, Iwakuni, Japan</p>	<p>-Price shall include all applicable travel, lodging and meals to and from Iwakuni, Japan</p> <p>- The Offeror shall provide layout drawing of the Accumulator system to be installed in relation to walls, exit doors and existing tray accumulators as well as existing utilities</p> <p>- Installation and factory supervision must be provided by the Contractor only. The Contractor is not liable for any faulty assembly, damage, mechanical or electrical failure caused by assembly that is not performed bythe Contractor.</p>	1/ea		

		<p>- The Offeror shall perform a complete inspection of installation. All mechanical connections and operation of equipment shall be performed by a certified technician</p> <p>-The Government shall provide base access for installers and vehicles including the necessary documents that the contractor shall fill out in order to be granted such access</p>			
0003	<p>Rotary Tray Accumulator System One (1) EA</p> <p>Aerowerks / Model No. P114080 or Equal</p> <p>No installation required:</p> <p><u>Location:</u> North Side Mess Hall Bldg#1562</p> <p>* Price should also include:</p> <p>- All plugs and cords required</p> <p>- Shipping/Freight</p> <p>Ship to Address: Defense Logistics Agency, Tracy CA</p>	<p>Specification:</p> <p>- Soiled dish table, come with waste trough</p> <p>- Perforated ledges</p> <p>- Hip switches and scrap sump with perforated scrap basket</p> <p>- Carriers</p> <p>- Tier type, minimum of seventy two (72) tray capacity come with one (1) electrical control panel</p> <p>- Anti-jam switch</p> <p>- Single point connection in field</p> <p>- Double slate belt dishware, accumulation conveyor, come with (1) remote start/stop station</p> <p>- Accumulation switch</p> <p>- Hose clean up station</p> <p>Standard Manufactures Warranty</p>	<p>1/ea</p> <p>2/ea</p> <p>2/ea</p> <p>18/ea</p> <p>4/ea</p> <p>1/ea</p> <p>1/ea</p> <p>1/ea</p> <p>1/ea</p> <p>1/ea</p>		

ADDENDUM II

See attached:

Layout Drawings:

Locations: South Side Mess Hall Bldg#222 / North Side Mess Hall Bldg#1562

252.203-7999

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

(End of Summary of Changes)