

DUNS NO. \_\_\_\_\_

AGREEMENT NO. AG-9JNE-B-08-

ORDERING OFFICE: 530-252-6621 Sierra Cascade Acquisition Province Lassen National Forest 2550 Riverside Drive Susanville, CA 96130	CONTRACTOR:  CIN (DUNS) No. _____
DAY PHONE NO: _____ NIGHT PHONE NO: _____ TAXPAYERS I.D. NO: _____ SOCIAL SECURITY NO: _____	EFFECTIVE DATE: _____ ENDING DATE: _____ DAYS OPEN: _____ HOURS: _____

**TYPE OF BUSINESS:** SMALL  LARGE  DISADVANTAGED  WOMAN OWNED

**TYPE OF SERVICE:** MEAL  HOT CAN  SACK LUNCH  (CHECK ALL THAT APPLY)

SEATING CAPACITY: \_\_\_\_\_ Sack lunches will be picked up at vendor's place of business **unless arrangements are made prior to delivery.**

Prices for meals served in the restaurant will include 15% service charge. Do not show as a separate charge.

**No tax is charged to the Government. Government Tax ID: 471600000**

**BREAKFAST: price per meal: \$ \_\_\_\_\_ Meals Consist of:**

(Insert price only when serving buffet)

Order from Menu

Hot Can Meals \$ \_\_\_\_\_

**If breakfast is ordered from menu, individual orders shall not exceed \$12.00 including beverage and service charge**

**SACK LUNCHES: Each lunch will include quality food as shown on the attached Sack Lunch Specifications.**

**Prices for each sack lunch:**

1 thru 100 \$ \_\_\_\_\_ time required to provide: \_\_\_\_\_ hours  
101 thru 200 \$ \_\_\_\_\_ time required to provide: \_\_\_\_\_ hours  
201 and over \$ \_\_\_\_\_ time required to provide: \_\_\_\_\_ hours

Order from Menu

**If lunch is ordered from menu, individual orders shall not exceed \$12.00 including beverage and service charge**

**SUPPER: price per meal: \$ \_\_\_\_\_ Meal Consists of:**

(Insert price only when serving buffet)

Order from Menu

Hot Can Meals \$ \_\_\_\_\_

**If supper is ordered from menu, individual orders shall not exceed \$22.00 including beverage and service charge**

**NO ALCOHOLIC BEVERAGES WILL BE CHARGED TO THE GOVERNMENT**

Vendor Signature and Date

Contracting Officer Signature and Date

**SACK LUNCH SPECIFICATIONS  
INCLUDES LIST OF FOOD QUALITY STANDARDS**

Regular and vegetarian sack lunches shall be provided as ordered by the Government. Vegetarian sack lunches shall consist of the same quantities and items as regular sack lunches with the exception that no meat, fish, or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian sack lunches in lieu of meat, fish, or poultry.

Sack lunches shall consist of two entrées plus all other items listed. Entrée's may be two of either or one of each.

**ENTREE 1 – One wrapped meat sandwich (or sandwich with non-meat substitute for vegetarian)**

- (a) Meat sandwich shall be wrapped in plastic wrap or plastic bag. The vendor may separately wrap the meat, cheese and bread within each lunch.
- (b) Sandwich will contain two slices of either 100% whole wheat or whole grain (cracked or with seeds and grains are acceptable) bread, or two slices of white bread, or roll such as a kaiser, french, or hoagie.
- (c) The meat sandwich shall contain a minimum of 3-1/2 oz sliced whole muscle meat or combination of sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties are allowed. Vegetarian sandwich made with non-meat substitutes may include pre-prepared soy products.
- (d) Condiments shall be individual packets and not put directly on the bread.

**ENTREE 2 – Variety Item**

Vendor may choose from a variety of items for the second entrée. Examples include, but are not limited to one of the following:

- (a) two 1 to 1-1/2 ounce slices of 7-grain bread, 1 oz of peanut butter, and a 2 oz individually wrapped package of string cheese.
- (b) One 2-3 oz bagel with 1-1/2 oz of cream cheese and a 1-1/2 oz package of jerky
- (c) One 2-3 oz croissant with 1 oz of jelly, 1-1/2 oz of cream cheese, and 1-1/2 oz package of salted peanuts
- (d) two 1-1/2 oz slices of specialty bread, a packet of snack carrots, 1-1/2 oz of flavored cream cheese, and a 1-1/2 oz package of walnuts
- (e) One 2-3 oz pita (pocket bread) with 2-1/2 oz of canned tuna, and a packet of celery/carrots/dill pickles
- (f) two 1-1/2 oz slices of whole wheat bread and 1 oz of peanut butter, 1 oz of jelly and 2 oz individually wrapped cream cheese
- (g) one 7 oz can of corned beef hash, a 1-1/2 oz pumpernickel roll, and a 1-1/2 oz package of jerky one 4 oz can of chili/barbecued beans/beanie weenies, a 1-1/2 oz package of salted crackers, and a 1-1/2 package of crunchy bread stick(s).

**Fruit:** The fruit shall be one apple (minimum size 100 count) or one sweet orange (minimum size 88 count) or other fresh fruit of comparable size. One 2 oz of prewrapped dried fruit such as apricots, banana chips, raisins or other dried fruit may be substituted for fresh fruit.

**Prewrapped Cookies:** A minimum of 1.65 oz of prewrapped cookie(s), brownie(s), or granola (or similar) bar(s).

**Fruit Juice:** Two individual canned 100% pasteurized fruit juices with pop-top cans (minimum 11oz) or noncrushable paper-type containers.

**Prewrapped Snack:** A minimum of 1.65 ounces of candy bar(s) or bagged, or 2 oz prewrapped trail mix

**Condiments:** Four individual packets of condiments appropriate for the entrée's being served

**Paper napkin and moistened towelette:** 2 each

**Chewing Gum or Mint:** One stick chewing gum or plastic wrapped hard mint.

**PACKAGING AND MARKING**

SACK LUNCHES SHALL BE BAGGED IN HEAVY DUTY PAPER SACKS. THE GOVERNMENT MUST BE ABLE TO DISTINGUISH BETWEEN VEGETARIAN AND REGULAR SACK LUNCHES BY USE OF DIFFERENT COLORED BAGS. INDIVIDUAL SACK LUNCHES SHALL BE PACKED IN CARDBOARD BOXES HOLDING 20 LUNCHES IN EACH BOX AND SHALL BE READY AT THE AGREED UPON TIME. SACK LUNCHES SHALL BE DATED ON THE OUTSIDE OF THE SACKS AND STAPLED SHUT.

**MEAL AGREEMENT SPECIFICATIONS  
INCLUDES LIST OF FOOD QUALITY STANDARDS**

UPON REQUEST OF THE U.S. FOREST SERVICE, THE VENDOR AGREES TO FURNISH HOT MEALS AT THE PRICES SHOWN ON PAGE 1 OF THIS AGREEMENT. MEALS MAY BE ORDERED FROM THE MENU PROVIDING THAT THE VENDOR AGREES, AND COST DOES NOT EXCEED CONTRACT PRICE, AND ARE COMPARABLE TO STANDARD MEAL. WHEN VENDOR SERVES STANDARD MEAL, IT MUST INCLUDE THE FOLLOWING:

**BREAKFAST ENTREE**

- (a) Waffels, hotcakes, french toast or bread item.
- (b) Two fresh eggs.
- (c) Potatoes (Minimum of 6 ounces servings per person).
- (d) Bacon, ham or sausage (Minimum 4 ounce servings per person).
- (e) Coffee, Tea, Milk or Chocolate; milk or hot.

**DINNER ENTREE**

- (a) Soup or Green leafy salad and two toppings (carrots, green peppers, cubbers, etc). (Minimum 4 ounces per person).
- (b) Meat, fowl or fish (Minimum 6 ounce serving per person)
- (c) Potatoes (Minimum of 6 ounce serving per person).
- (d) Vegetables (Minimum of 4 ounce serving per person)
- (d) Bread item and butter
- (e) Pie, cake or ice cream
- (f) Coffee, Tea, Milk or Chocolate; milk or hot.

SPECIAL ORDERS EXCEEDING CONTRACT PRICE WILL BE AT THE EXPENSE OF THE GOVERNMENT EMPLOYEE AND WILL BE PAID BY THE EMPLOYEE AT THE TIME OF ORDERING. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO ADVISE GOVERNMENT EMPLOYEES WHEN THEY ARE ORDERING OUTSIDE THE SCOPE OF THIS AGREEMENT AND TO COLLECT THE WHOLE COST OF SUCH MEALS DIRECTLY FROM THE EMPLOYEE.

**HOT CAN MEAL AGREEMENT SPECIFICATIONS  
INCLUDES LIST OF FOOD QUALITY STANDARDS**

UPON REQUEST OF THE FOREST SERVICE, THE VENDOR AGREES TO FURNISH HOT MEALS IN CONTAINERS, WHICH ARE PROVIDED BY THE GOVERNMENT. THE GOVERNMENT WILL PROVIDE NECESSARY CANS TO THE VENDOR'S ESTABLISHMENT AT THE TIME AGREED TO WHEN THE ORDER IS PLACED. THE GOVERNMENT WILL ALSO PICK UP FULL CONTAINERS AT THE TIME AGREED UPON WHEN THE ORDER IS PLACED. COFFEE THERMOS (10 GALLON) WILL ALSO BE PROVIDED WHEN COFFEE IS ORDERED AS PART OF THE MEAL. QUANTITIES SHALL BE ORDERED IN INCREMENTS OF 25 UP TO A MAXIMUM OF 150 MEALS TO BE PROVIDED. PORTIONS OF EACH ITEM SHALL BE STANDARD SERVINGS PER PERSON.

**BREAKFAST ENTREE**

- a) Three Scrambled eggs or Two slices of French toast (including syrup and butter in separate containers).
- b) Potatoes (Minimum of 6 ounces servings per person).
- c) Bacon, ham or sausage (Minimum 4 ounce servings per person).
- d) Bread item and butter.

**DINNER ENTREE**

- (a) Green leafy salad and two toppings (carrots, green peppers, cubbers, etc). (Minimum 4 ounces per person).
- (b) Meat or fowl (Minimum 6 ounce servings per person).
- (c) Potatoes (Minimum of 6 ounces servings per person).
- (d) Vegetable (Minimum of 4 ounce serving per person)
- (e) Bread item and butter.

Individual salt, pepper, catsup, jelly, and butter (or butter substitute) must be provided with these meals in a quantity comparable to the order. Coffee shall be provided in a Government furnished thermos in the quantity necessary for the number of persons to be fed. Sugar and powdered creamer shall be provided with the coffee.

## EMERGENCY MEAL AGREEMENT

### 1. Extent of Obligations

The Government is obligated under this Emergency Meal Agreement only for the orders placed by authorized individuals issuing Resource Orders. The vendor is not obligated to provide any meals or sack lunches that they would not ordinarily render to any other customer. The vendor is not obligated to accept the order.

### 2. Procedure for Placing Orders with Vendor

Orders will be placed by phone by an authorized employee who will provide a Resource Order Number and a Request Number often referred to as an "S" number. The vendor will write the Resource Order Number and Request Number on the invoice showing the date, type of meal, unit price and totals. The Meal Log Sheet shall be submitted with each Daily Meal Order/Invoice for in-house meals. The official manifest for a crew may be substituted for the meal log sheet. Meal Log sheet is not required for Sack Lunches. The vendor will secure the signature of the person picking up the sack lunch order. **DO NOT ACCEPT ANY ORDERS WITHOUT A RESOURCE ORDER NUMBER. THIS NUMBER WILL BEGIN WITH "S" FOLLOWED BY A NUMBER.**

### 3. Billing Procedure

Itemized invoices shall be identified with the Resource Order Number, accompanied by the Daily Meal Order/Invoice and Meal Log Sheet where appropriate, and shall be submitted immediately to:

Lassen National Forest  
2550 Riverside Drive  
Susanville, CA 96130

### 4. Pricing

Prices on all items shall be as quoted for each purchase. The prices to the Government for all purchases made under this agreement shall be at least as low as those charged to the general public.

### 5. Payment

Hot Meals: Payment shall be made for the number of hot meals actually served or 50 percent of the meal order, whichever is greater. The 50 percent also applies when cancellation or reduction occurs.

Sack Lunches: Payment shall be made for the number of complete sack lunches the Government actually takes possession of or the number prepared prior to cancellation or reduction of an order at the rate agreed to.

### 6. Special Conditions

The attached FAR Clause 52.213-4 is applicable to this agreement.

**USDA SIMPLIFIED ACQUISITION TERMS AND CONDITIONS: SERVICE AND SUPPLY - UPDATED THRU FAC2001-16**

THE FOLLOWING TERMS AND CONDITIONS AS WELL AS THOSE ON THE ATTACHED SHEETS, IF ANY, APPLY TO THIS ORDER.

**CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)** This contract incorporates the following clauses by reference with the same full 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 these addresses:

<http://www.usda.gov/da/procure/agar.htm>      <http://www.arnet.gov/far/>

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (a)** The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the clause. (b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

**TERMS AND CONDITIONS THAT APPLY TO ALL ACQUISITIONS:**

452.204-70      Inquiries (FEB 1988)  
52.204-7      Central Contractor Registration (OCT 2003)  
52.213-4      Terms & Conditions--Simplified Acquisitions (Other Than Commercial Items (OCT 2003)  
52.219-6      Notice of Total Small Business Set-Aside (JUL 1996)(+\$2500)  
52.222-21      Prohibition of Segregated Facilities (FEB 1999)(+\$10K)  
52.223-3      Hazardous Material Identification and Material Safety Data (Alternate 1)(JAN 1997)  
52.223-6      Drug-Free Workplace (JAN 1997)  
52.232-1      Payments (APR 1984)  
52.232-18      Availability of Funds (APR 1984)  
52.232-25      Prompt Payment (OCT 2003)  
52.233-3      Protest after Award (AUG 1996)  
52.242-17      Government Delay of Work (APR 1984)  
52.245-4      Government-Furnished Property (Short Form)(APR 1984)  
52.246-1      Contractor Inspection Requirements (APR 1984)  
52.246-15      Certificate of Conformance (APR 1984)  
52.249-1      Termination for Convenience of the Government (Fixed-Price)(Short Form)(APR 1984)  
52.249-8      Default (Fixed-Price Supply and Services (APR 1984)  
452.215-73      Post Award Conference (NOV 1996)

**ADDITIONAL TERMS & CONDITIONS THAT APPLY TO ACQUISITIONS FOR SUPPLIES OR SERVICES THAT INCLUDE FURNISHING SUPPLIES:**

52.207-5      Option to Purchase Equipment (FEB 1995)  
52.211-5      Material Requirements (AUG 2000)  
52.211-6      Brand Name or Equal (AUG 1999)  
52.213-1      Fast Payment Procedure (FEB 1998)  
52.243-1      Changes - Fixed Price (AUG 1987)  
52.246-2      Inspection of Supplies--Fixed-Price (AUG 1996)  
52.247-45      F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)  
52.247-65      F.O.B. Origin, Prepaid Freight-Small Package Shipments (JAN 1991)

**ADDITIONAL TERMS & CONDITIONS THAT APPLY TO ACQUISITIONS FOR SERVICES:**

52.222-41      Service Contract Act of 1965, as Amended (May 1989)  
52.222-43      Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts (MAY 1989)  
52.222-48      Exemption from Application of Service Contract Act Provisions for Maintenance, Calibration and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 1996)  
52.232-23      Assignment of Claims (JAN 1986)  
52.237-1      Site Visit (APR 1984)  
52.237-2      Protection of Government Buildings, Equipment, and Vegetation (APR 1984)  
52.243-1      Changes - Fixed Price - Alternate I (APR 1984)  
52.243-1      Changes - Fixed Price (Alternate II (APR 1984)  
52.246-4      Inspection of Services--Fixed-Price (AUG 1996)  
52.249-4      Termination for Convenience of the Government (Services)(Short Form)(APR 1984)

**ADDITIONAL TERMS & CONDITIONS THAT APPLY TO VEHICLE LEASES:**

52.208-4      Vehicle Lease Payments (APR 1984)  
52.208-5      Condition of Leased Vehicles (APR 1984)  
52.208-6      Marking of Leased Vehicles (APR 1984)  
52.208-7      Tagging of Leased Vehicles (APR 1984)

**52.244-6 Subcontracts for Commercial Items and Commercial Components (DATE)**

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions, **and includes commercial construction material but does not include construction itself.**

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)  
Alternate I (OCT 2003)

(a) Definitions. As used in this clause –

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

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

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

“Registered in the CCR database” means that –

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

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance, and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF-30, Amendment of solicitation/Modification of Contract, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the Contractor’s name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by

the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

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

(g)

(1)

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

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

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

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

#### 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration

(Oct 2003)

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the

Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause.

Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.