CERTIFICATE OF CONFORMANCE

(IAW Revolutionary FAR Overhaul (RFO) 52.212-4(b) – Inspection, Acceptance & Post-Acceptance)

SECTION 1 — CONTRACT INFORMATION

Contract Number _____

Order / Call Number _____

Transportation Control Number (TCN) _____

Line Item Number(s) _____

NSN (if applicable) _____

Part Number / Item Description _____

Quantity Shipped _____

Date Shipped _____

Carrier _____

Tracking Number _____

SECTION 2 — CONTRACTOR CERTIFICATION

I certify that the supplies or services furnished under this contract/order:

☐ Conform to all contract requirements, specifications, drawings, standards, and applicable clauses.

☐ Have been inspected by the Contractor and are suitable for tender to the Government in accordance with **RFO 52.212-4(b)**.

☐ Are free of known defects unless previously disclosed in writing and formally accepted by the Government.

☐ Were produced, packaged, marked, and shipped in full compliance with contract terms, including transportation and documentation requirements.

☐ Include all required supporting documentation (packing lists, proof of delivery, etc.).

SECTION 3 — GOVERNMENT RIGHTS (RFO 52.212-4(b))

The Government agrees to make payment based upon delivery. Payment is based upon delivery to DLA Tracy. Inspection and acceptance will be by the requiring activity after the supplies are received by the Government at the ultimate destination.

If the contract requires services at the ultimate destination, payment based upon delivery to DLA Tracy includes only that portion of the price for supplies shipped to DLA Tracy. Supplies not shipped through DLA Tracy and services to be provided at the ultimate destination will be tendered for acceptance once the supplies are received, installed, or both, and the services provided.

The Contractor acknowledges the following Government rights:

- The Government may **inspect or test** any supplies or services tendered for acceptance.
- The Government may require, **at no increase in contract price**, the **repair or replacement** of nonconforming supplies or the **reperformance** of nonconforming services.
- If repair, replacement, or reperformance **cannot correct the defect** or **is not possible**, the Government may seek an **equitable price reduction** or **other adequate consideration** for acceptance of nonconforming supplies or services.
- The Government must exercise post-acceptance rights:

  (1) Within a **reasonable time** after the defect was discovered or should have been discovered; and

  (2) Before any **substantial change** occurs in the condition of the item, unless the change results from the defect itself.

SECTION 4 — CONTRACTOR INFORMATION

Company Name _____

Address _____

City / State / ZIP _____

Phone _____

Email _____

SECTION 5 — AUTHORIZED CONTRACTOR REPRESENTATIVE

Printed Name _____

Title _____

Signature _____

Date _____