

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DXA4	<b>Page</b> 1	<b>Of</b> 39	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-13-C-0386		<b>3. Effective Date</b> 2013SEP20		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE		
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND ERIC RAAB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080		<b>Code</b> S1103A	

e-mail address: ERIC.RAAB@US.ARMY.MIL

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC 9801 HWY 78 STE 3 LADSON, SC 29456-3802		<b>8. Delivery</b> <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)	
		<b>9. Discount For Prompt Payment</b>	
<b>Code</b> 1EFH8		<b>Facility Code</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>12. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 1-800-756-4571 FAX 614-693-2224	
		<b>Code</b> HQ0338	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>14. Accounting And Appropriation Data</b> SEE SECTION G	
<b>15A. Item No.</b>	<b>15B. Supplies/Services</b>	<b>15C. Quantity</b>	<b>15D. Unit</b>
SEE SCHEDULE			
<b>15E. Unit Price</b>			<b>15F. Amount</b>
<b>15G. Total Amount Of Contract</b> →			\$6,160,551.12

**16. Table Of Contents**

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Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	<b>18.</b> <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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<b>19A. Name And Title Of Signer (Type Or Print)</b>	<b>20A. Name Of Contracting Officer</b>  LORETTA BURSEY LORETTA.H.BURSEY@US.ARMY.MIL (586)282-8115
<b>19B. Name of Contractor</b>	<b>20B. United States Of America</b>
<b>19c. Date Signed</b>	<b>20C. Date Signed</b> 2013SEP20
<b>By</b> _____ (Signature of person authorized to sign)	<b>By</b> _____ /SIGNED/ (Signature of Contracting Officer)

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**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ERIC RAAB  
 Buyer Office Symbol/Telephone Number: CCTA-HCB-C/(586)282-0486  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders  
 Type of Business: Large Business Performing in U.S.  
 Surveillance Criticality Designator: A  
 Weapon System: Countermine

\*\*\* End of Narrative A0000 \*\*\*

Regulatory Cite	Title	Date
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	DEC/2012

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV13R0194](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0194)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

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Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to [usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil). If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2            52.204-4850            ACCEPTANCE APPENDIX            SEP/2008

(a) Contract Number W56HZV-13-C-0386 is awarded to General Dynamic Land Systems-Force Protection.

(b) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-3            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-4            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the

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**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

- cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
  - Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]



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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>Special Tools and Test Equipment Kits for Mine Protected Clearance Vehicle (MPCV) Buffalo A2 systems.</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>SEE NARRATIVE ON DD FORM 1423.</p> <p>(End of narrative A001)</p>													
A001	<p><u>PROVISIONING TECHNICAL DOCUMENTATION</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A001</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A002	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT (STTE) LIST</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A002</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A003	<p><u>COPYRIGHT RELEASE</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A003</p>	1	LO		\$ ** NSP **									

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p> <p><u>LEVEL III TECHNICAL DATA PACKAGE (TDP)</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A004</p>	1	LO		\$ ** NSP **
A005	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p> <p><u>ENGINEERING DATA FOR PROVISIONING</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A005</p>	1	LO		\$ ** NSP **
A006	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p> <p><u>SPECIAL PACKAGING INSTRUCTIONS</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A006</p>	1	LO		\$ ** NSP **
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL</p>				

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
A007	<table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p><u>LOGISTICS PRODUCT DATA</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A007</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ <u>          ** NSP **</u>
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	SEE DD FORM 1423															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	SEE DD FORM 1423															
A008	<p><u>VALIDATION REPORT</u></p> <p>GENERIC NAME DESCRIPTION: REF CDRL DATA ITEM A008</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ <u>          ** NSP **</u>						
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	SEE DD FORM 1423															

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**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-1	52.211-4072 TECHNICAL DATA PACKAGE INFORMATION	JUL/2012

The following Xd item applies to this solicitation:

[X ] 1. There is no Technical Data Package (TDP) included with this solicitation.

[ ] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: N/A

TDP Link (URL): N/A

[ ] 3. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

N/A

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
  - (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
  - (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
  - (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/
    - click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
  - (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
    - e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
    - f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.
    - g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.
    - h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.

FIELD MAINTENANCE SPECIAL TOOL KIT (FMSTK)

C.1 Requirement: The Contractor shall develop, produce and provide a Field Maintenance Special Tool Kit in support of MPCV A2. The Contractor shall build a FMSTK prototype with the STTE identified based on the verified Maintenance Analysis (MA) and Maintenance Analysis Chart (MAC) tools listed in the MPCV A2 Field Maintenance Manuals. The FMSTK will include a Tool Locator Guide with digital images. The Contractor shall provide pricing for all required tools on a Brand Name or Equal basis for informational purposes. The Contractor shall develop and provide a Level III Technical Data Package (TDP) in accordance with CDRL A004 and complete all the provisioning requirements in accordance with CDRL A005 and the packaging requirements in accordance with CDRL A006 for the FMSTK as reflected in the Level III TDP.

C.2 Development of the FMSTK

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

C.2.1 Tool Locator Guide: The Contractor shall design a tool locator guide that identifies all of the individual special tools and their location inside of the kit containers. The tool locator guide shall be submitted to the Government in current Microsoft Office software suite using the Contractors format (both written description and 3-D design) (see Attachments 0001 and 0002 for an example format) in accordance with CDRL A002. The design shall focus on following objectives: optimize space utilization, logically juxtaposition related tools (tools used on similar items/tasks), maximize tool visibility/ identification and availability. The FMSTK may consist of multiple cases considering the number of identified tools for the Buffalo A2. Items that cannot fit in a case should be identified and shall be packaged in accordance with MIL-STD packaging requirements for the purposes of shipment.

C.2.1.1 Digital Images: The Contractor shall provide quality, high resolution digital images of each of the items contained in the FMSTK and of the completed FMSTK load/sets in accordance with CDRL A002. The digital images shall be of a sufficient resolution and quality that they can be clearly viewed on a Government prepared web site. The file shall be a .jpeg format. The filename of each image shall be the NSN/Part Number of that individual tool with the .jpeg extension. The Government will reject any images that are blurred, too dark, too light or of otherwise poor quality. The Contractor shall bear the responsibility to provide new images at no additional cost to the Government in the event images are rejected.

C.2.1.2 Individual Tool Images: The Contractor shall provide digital images of each component that is specified within the components lists in accordance with CDRL A002.

C.2.1.3 Set Images: The images shall be of the open container(s) with the individual tools laid out around the container, and of each container/case/drawer/tray/etc. with the tools in their respective locations for containerized Sets, Kits, and Outfits (SKO).

C.2.1.4 Copyright Release: The Contractor shall provide a Copyright release letter to the Government along with the digital images and the Tool Locator Guide in accordance with CDRL A003. The signed copyright release letter shall be a signed copyright release giving the Government the unconditional right to reproduce and use all of the digital information provided within this Statement of Work.

### C.3 Design and Configuration Review and Acceptance

C.3.1 The Contractor shall produce a physical prototype of the FMSTK for product and technical data package (TDP) verification upon approval of design by the Government. The physical prototype shall be made available (shipped to Warren, MI, if developed outside the Detroit Metro Area) to the Government for review/inspection and acceptance. Any required modifications/corrections indicated by the Government to the tool kit or its TDP shall be made prior to final acceptance. The final Government acceptance during the design review will provide the Contractor with the milestone decision to move forward with full rate production. All documentation and physical items developed under this Statement of Work shall become Government property and may be used in future Government procurement activities.

C.3.2 All tool boxes for this kit shall be produced and in compliance with MIL-SPEC 4150J. All testing requirements shall be tested to meet for all developmental cases. Any case produced under Commercial off the Shelf (COTS) procurement shall be in compliance with the above stated specification and proof for compliance shall be provided to the Government prior to acceptance of the first kit.

### C.4 Technical Data Package (TDP):

C.4.1 The Contractor shall develop and provide a Level III TDP in support of the FMSTK in accordance with MIL-DTL-3100C and CDRL A004. The TDP shall include drawings and data for all containerized tools, a Tool Locator Guide; integrating digital pictures of drawers/trays/cases indicating tool locations, part numbers and nomenclatures for all individual items. All labels/placards shall be made to allow a successful usage life of at least 10 years (see Attachment 0001 for an example). Drawings for developmental non COTS kit parts and top level kits shall utilize TACOM (19207) kit drawing numbers that will be associated with the development of the Level III TDP at the Start of Work Meeting. The Government shall provide the Contractor with kit drawing numbers 10 days after contract award.

C.4.2 FMSTK Part Number: The Overarching Kit part number shall be 10054813 (CAGE 1EFH8) with an NSN of 5180-01-613-2865 which is an already existing Special Tool Kit that is provisioned against the Buffalo A2 vehicle. The Contractor shall update the down parts to the kit to incorporate all current special tools in accordance with Attachment 0001. The Contractor shall develop and provide level III drawings that encompass all tool boxes with included foam cut out packing material. All existing and new special tools shall be indented to the tool box. The tool box shall be indented to the existing kit part number 10054813. The Level III TDP shall support all parts in this special tool kit.

### C.5 Provisioning

C.5.1 Provisioning Conference: A single provisioning conference shall be held to cover all items that make up the FMSTK in a mutually agreed upon location by the Government and the Contractor. This conference maybe included in a planned provisioning conference if deemed beneficial to the Government. The Contractor shall provide the following to support the provisioning conference effort:

C.5.1.1 The provisioning conference shall cover all modifications to existing provisioning records as well as the inclusion of new items

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deemed necessary to logistically support the sustainment of the FMSTK.

C.5.1.2 Provisioning Technical Documentation: The Contractor shall provide, update and maintain Provisioning Technical Documentation to include, but not be limited to, a Provisioning Parts List (PPL), Long Lead Time Items List (LLTIL) and any Design Change Notices (DCN) in accordance with CDRL A001. These lists shall contain the Data Products selection list. The required data fields are mandatory to be included in the PTD (MIL-STD-1388-2B to be used as guidance) and are found in Attachment 0003.

C.5.1.3 Long Lead Time Items List (LLTIL): The Contractor shall provide and update the LLTIL, in Contractor format in accordance with CDRL A001. This list shall be in MS Excel format and shall identify items to the component level with procurement lead times of more than 90 days. The list shall also include the production lead time.

C.5.1.4 Provisioning Parts List (PPL): The Contractor shall provision all items that make up the FMSTK. The PPL shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced and which, when combined, constitute the end item, component or assembly and shall include items such as parts, materials, connecting cabling, piping, and fittings required for the operation and maintenance of the end item, component, or assembly. The PPL includes all repairable COTS items unless excluded by the provisioning requirements. The PPL shall include items such as parts, material and connecting cabling required for the operations and maintenance of the end item/equipment. The PPL shall be structured in a Top-Down Breakdown Disassembly sequence. The PPL shall be submitted in accordance with CDRL A001. Indenture Codes are in Alpha Character format. The Provisioning Line Item Sequence Number(s) PLISN range of a PPL will be designated by the Government.

C.5.2 Engineering Data for Provisioning (EDFP)

C.5.2.1 The Contractor shall annotate each Provisioning Line Item Sequence Number (PLISN) on the applicable EDFP.

C.5.2.2 The Contractor shall provide EDFP for each item appearing on the PPL, first appearance only, except for items that are documented by Government drawings, specifications or standards, or nationally recognized industry association specifications or standards in accordance with CDRL A005. The technical documentation must provide the following:

C.5.2.2.1 Dimensional, material, mechanical, electrical and other descriptive characteristics.

C.5.2.2.2 Technical identification of items for maintenance of items for maintenance support consideration, to include location within its next higher assembly, i.e., internal location of a component within a tool tray.

C.5.2.2.3 If the drawing, commercial literature, specification or standard does not identify the location of the part within the end item, then a sketch or illustration must be attached to that specific document indicating its location. The technical documentation shall be provided on hardcopy and reproducible electronic format.

C.5.2.2.4 Technical Data submitted as EDFP shall be annotated with CAGEC, PCCN, PCC, and PLISN. On Engineering Drawings, the PLISN will be directly above the nomenclature. On Associated Lists, the PLISN will appear next to the item identification. All PLISNs shall be annotated on the Engineering Drawing or Associated List when an Engineering Drawing or Associated List applies to multiple PLISNs. The Engineering Drawings and Associated List shall be provided in PLISN sequence to be compatible with the PPL. The CAGEC and PLISN shall be annotated next to the appropriate manufacturer's part number if commercial literature is provided. The sketch or illustration provided in support of the commercial literature, specification or standard must also have the PLISN annotated next to the specific item.

C.5.2.2.5 Provisioning conference data shall be organized in such a manner as to provision assemblies in a logical sequence. Piece / Part provisioning shall be avoided unless necessary as deemed by the Government. Submission of incomplete assemblies or incongruent part sequences may be deemed unacceptable by the Government.

C.6 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION (PHS&T)

C.6.1 Packaging Data Development: The Contractor shall develop and provide packaging data for all items identified during the provisioning process with a Source, Maintenance & Recoverability (SMR) code beginning with P as identified by the Government. Packaging data development priority shall be given to long lead time items, repairable items, any item classified as a Special Group Item and any item identified by the Government. All packaging data shall be developed in accordance with MIL-STD-2073-1D. The Contractor shall provide facilities, equipment, materials, and the provisioned items for packaging development. The Contractor shall complete verification and provide support data with each data submittal. Items with assigned Contractor and Government Entity (CAGE) Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, 05047 are excluded from packaging data development.

C.6.2 Item Classification: Each provisioned P-coded item shall be classified as a Selective group item or a Special group item IAW MIL-STD-2073-1D and paragraphs C.6.2.1 and C.6.2.2.

C.6.2.1 Selective Group: Items classified as Selective group items shall not have a unit pack weight exceeding 40 pounds and shall not have a dimension greater than 40 inches. The unit pack length and girth combined shall not exceed 84 inches. A Selective group item

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must not require disassembly for packaging. Reconfiguration for packaging of Selective group items is limited to folding or coiling. Items shall not be classified as Selective if they are repairable, recoverable, contain hazardous material, or if assigned a shelf life. Packaging data output for Selective group items is in the form of Logistics Management Information Coded Data Products (reference C.6.3).

C.6.2.2 Special Group: Items classified as Special group items often require sketches, figures, or narrative instructions to describe packaging requirements. Special group items are items excluded from the Selective group. Special Group Items include kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items classified as hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items. Packaging data output for Special group items consists of Special Packaging Instructions (see C.6.2.2.1) and LMI Coded Data Products (see C.6.3).

C.6.3 Special Packaging Instructions (SPI): The Contractor shall develop a SPI for each item classified as a Special group item in accordance with CDRL A006. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be in accordance with MIL-STD-2073-1D.

C.6.3.1 Validation Testing of Packaging: The Contractor shall conduct validation testing for each item classified as a Special group item. Validation testing of Special group items shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing may be limited to Test Schedule A and Test Schedule F. Replicate testing and climatic conditioning are not required. Each SPI submitted shall have a validation report including support data and photographs. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items. Photographs shall show the product before and after testing and that the product is undamaged. Validation report shall be submitted concurrently with SPI submittal in accordance with CDRL A008.

C.6.4 Logistic Management Information (LMI) Coded Data Products Packaging: The Contractor shall deliver LMI coded packaging data and provide for the entry of information to the Governments data repository in accordance with CDRL A007. The Government will provide a MS ACCESS file that provides data formatting and edit features for coding of packaging LMI data products. The Contractor shall develop, maintain and update packaging data in accordance with MIL-STD-2073-1D and Attachments 0004 and 0005.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND MARKING

D.1.1 The FMTK shall be preserved and packed in accordance with ASTM D3951.

D.1.2 The FMTK shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007.

D.1.2.1 Special Marking. Mark For: Buffalo A2 Fieldings.

D.1.3 Wood Packaging Materials. Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with [https://www.ippc.int/servlet/BinaryDownloaderServlet/133703\\_ISPM15\\_2002\\_with\\_Ann.pdf?filename=1152091663986\\_ISPM\\_15\\_2002\\_with\\_Annex1\\_2006\\_E.pdf&refID=133703](https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703) and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

D.1.4 Quality Assurance: The Contractor shall responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

\*\*\* END OF NARRATIVE D0001 \*\*\*

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-4	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: General Dynamics Land Systems-Force Protection 1EFH8  
 (Name) (CAGE)  
9801 Highway 78 Ladson SC 29456  
 (Address) (City) (State) (Zip)

ACCEPTANCE POINT: General Dynamics Land Systems-Force Protection 1EFH8  
 (Name) (CAGE)  
9801 Highway 78 Ladson SC 29456  
 (Address) (City) (State) (Zip)

[End of Clause]

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-4	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

(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 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](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

"DoD unique item 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.

"Governments 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 Contractors 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 Contractors 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/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.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.

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"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.

"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](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) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

0001AA

SPECIAL TOOLS AND TEST EQUIPMENT KITS

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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

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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.

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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) Governments 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,

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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.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(End of clause)

F-6 252.211-7006 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\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ 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\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

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

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

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

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ 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
0001AA	TBD	TBD	TBD	Various

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

- (i) Shipments of bulk commodities.

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(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\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ 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 Government 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](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)

F-7            52.242-4022            DELIVERY SCHEDULE            SEP/2008  
                  (TACOM)

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A	N/A	N/A

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

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ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD	
0001AA	30	306	
0001AA	30	30	335
0001AA	30	365	
0001AA	18	396	

(d) Accelerated delivery schedule IS acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD	
----------	-----	--	--

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD	
----------	-----	--	--

[End of Clause]

F-8            52.247-60            GUARANTEED SHIPPING CHARACTERISTICS            APR/2012  
(WARREN)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

Tool Box Crate (50x25x45)

- (i) Type of container: Wood Box   X  , Fiber Box    , Barrel    , Reel    , Drum    , Other (Specify)           ;
- (ii) Shipping configuration: Knocked-down    , Set-up   X  , Nested    , Other (specify)           ;
- (iii) Size of container:   50   (Length), x   25   (Width), x   45   (Height) =  32.5  Cubic Ft;
- (iv) Number of items per container   21   each;
- (v) Gross weight of container and contents  500  Lbs;
- (vi) Palletized/skidded     Yes   X   No;
- (vii) Number of containers per pallet/skid   N/A  ;
- (viii) Weight of empty pallet bottom/skid and sides   N/A   Lbs;
- (ix) Size of pallet/skid and contents  500  Lbs\* Cube  32.5 ;

(2) To be completed by the Government after evaluation but before contract award:

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- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

Jack Stand Crate (47x42x20)

- (i) Type of container: Wood Box , Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_;
  - (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up , Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
  - (iii) Size of container: \_47 (Length), x \_42 (Width), x \_20 (Height) = \_22.84 Cubic Ft;
  - (iv) Number of items per container \_\_1\_\_ each;
  - (v) Gross weight of container and contents \_300\_ Lbs;
  - (vi) Palletized/skidded \_\_\_Yes  No;
  - (vii) Number of containers per pallet/skid \_N/A\_\_;
  - (viii) Weight of empty pallet bottom/skid and sides \_N/A\_\_ Lbs;
  - (ix) Size of pallet/skid and contents \_300\_ Lbs\* Cube \_22.84\_\_;
- (2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

Misc. Tool Crate (48x30x24)

- (i) Type of container: Wood Box , Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_;
  - (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up , Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
  - (iii) Size of container: \_48 (Length), x \_30 (Width), x \_24 (Height) = \_20 Cubic Ft;
  - (iv) Number of items per container \_\_34\_\_ each;
  - (v) Gross weight of container and contents \_200\_ Lbs;
  - (vi) Palletized/skidded \_\_\_Yes  No;
  - (vii) Number of containers per pallet/skid \_N/A\_\_;
  - (viii) Weight of empty pallet bottom/skid and sides \_N/A\_\_ Lbs;
  - (ix) Size of pallet/skid and contents \_200\_ Lbs\* Cube \_20\_\_;
- (2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

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(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

Brake Group Crate (30x30x30)

- (i) Type of container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (Specify) \_\_\_\_\_;
  - (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) \_\_\_\_\_;
  - (iii) Size of container: 30 (Length), x 30 (Width), x 30 (Height) = 15.62 Cubic Ft;
  - (iv) Number of items per container 4 each;
  - (v) Gross weight of container and contents 200 Lbs;
  - (vi) Palletized/skidded  Yes  No;
  - (vii) Number of containers per pallet/skid N/A;
  - (viii) Weight of empty pallet bottom/skid and sides N/A Lbs;
  - (ix) Size of pallet/skid and contents 200 Lbs\* Cube 15.62;
- (2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

Remount Kit Crate (24x20x20)

- (i) Type of container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (Specify) \_\_\_\_\_;
  - (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) \_\_\_\_\_;
  - (iii) Size of container: 24 (Length), x 20 (Width), x 20 (Height) = 5.55 Cubic Ft;
  - (iv) Number of items per container 5 each;
  - (v) Gross weight of container and contents 75 Lbs;
  - (vi) Palletized/skidded  Yes  No;
  - (vii) Number of containers per pallet/skid 4;
  - (viii) Weight of empty pallet bottom/skid and sides 40 Lbs;
  - (ix) Size of pallet/skid and contents 75 Lbs\* Cube 26.6;
- (2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

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Lifting Kit Crate (20x20x20)

- (i) Type of container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (Specify) \_\_\_\_\_;
  - (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) \_\_\_\_\_;
  - (iii) Size of container: \_20 (Length), x \_20 (Width), x \_20 (Height) = \_4.62 Cubic Ft;
  - (iv) Number of items per container \_15\_ each;
  - (v) Gross weight of container and contents \_75\_ Lbs;
  - (vi) Palletized/skidded \_Yes \_No;
  - (vii) Number of containers per pallet/skid \_N/A\_;
  - (viii) Weight of empty pallet bottom/skid and sides \_N/A\_ Lbs;
  - (ix) Size of pallet/skid and contents \_75\_ Lbs\* Cube \_4.62\_;
- (2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

Engine Rotator Kit Crate (60x60x36)

- (i) Type of container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (Specify) \_\_\_\_\_;
  - (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) \_\_\_\_\_;
  - (iii) Size of container: \_60 (Length), x \_60 (Width), x \_36 (Height) = \_75 Cubic Ft;
  - (iv) Number of items per container \_1\_ each;
  - (v) Gross weight of container and contents \_600\_ Lbs;
  - (vi) Palletized/skidded \_Yes \_No;
  - (vii) Number of containers per pallet/skid \_N/A\_;
  - (viii) Weight of empty pallet bottom/skid and sides \_N/A\_ Lbs;
  - (ix) Size of pallet/skid and contents \_600\_ Lbs\* Cube \_75\_;
- (2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

\*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

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While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

- a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)
- b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

F-9                    52.247-4010                    TRANSPORTATION DATA FOR FOB ORIGIN OFFERS                    FEB/1994  
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail
  - [ ] are
  - [X] are not

available at the F.O.B. point(s) stated in this solicitation.

- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

\_\_\_\_\_

Charleston Naval Yard, North Charleston, SC

- (3) Facilities for shipping by water
  - [ ] are
  - [ X ] are not

available at the F.O.B. point(s) stated in this solicitation.

- (4) Facilities for shipping by motor
  - [ X ] are
  - [ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: \_\_\_\_\_/Unit                    MOTOR: \_\_\_\_\_/Unit                    WATER: \_\_\_\_\_ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.



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Defense, TX

Texarkana, TX

Texarkana, TX 75507-5000

764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer
764535		Tooele Army Depot, Warner, UT	Tooele Army Depot, Tooele, UT	Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.**NOTE:** The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]



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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

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## SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-12	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-15	52.210-1	MARKET RESEARCH	APR/2011
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-32	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-33	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-35	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-37	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-38	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-39	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-44	52.232-25	PROMPT PAYMENT	OCT/2008
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.233-1	DISPUTES	JUL/2002
I-47	52.233-3	PROTEST AFTER AWARD	AUG/1996

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I-48	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-51	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-52	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-53	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-54	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-59	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-60	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-61	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-62	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	SEP/2007
I-65	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-66	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-69	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2012
I-71	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-72	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-73	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-74	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-75	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-76	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-77	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-78	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-79	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-80	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-81	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-82	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-83	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-84	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-85	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-86	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-87	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-88	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-90	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-91	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-92	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-93	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-94	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

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Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting The DCMA Office identified on page one of this document.

(End of Clause)

I-95            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-96            52.219-28            POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION            APR/2012

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

\\*HYPERLINK "<http://www.sba.gov/content/table-small-business-size-standards>"<http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-97      52.223-3      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA      JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently

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successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-98            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001  
(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-99            52.230-2            COST ACCOUNTING STANDARDS            MAY/2012  
(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be

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released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-100            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:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

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I-101            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 DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-102            252.223-7001            HAZARD WARNING LABELS            DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____ None _____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-103            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-104            52.219-4070            PILOT MENTOR-PROTEGE PROGRAM            APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	12-JUN-2013	013	EMAIL
Attachment 0001	COMPONENT TOOL LIST	12-JUN-2013	001	EMAIL
Attachment 0002	TOOL LOCATOR GUIDE EXAMPLE	12-JUN-2013	009	EMAIL
Attachment 0003	DD FORM 1949-3 MANDATORY PROVISIONING FIELDS	12-JUN-2013	002	EMAIL
Attachment 0004	PACKAGING DATA PRODUCTS	12-JUN-2013	003	EMAIL
Attachment 0005	INCOMING TRANSACTION FORMAT	12-JUN-2013	002	EMAIL