



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 2 of 5</b>
	<b>PIIN/SIIN</b> W56HZV-13-D-0008	<b>MOD/AMD</b> P00089	
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SARA LOCRICCHIO  
Buyer Office Symbol/Telephone Number: CTA-AIL-A/(586)282-2090  
Type of Contract: Cost Plus Fixed Fee  
Kind of Contract: Service Contracts  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: C  
Contract Expiration Date: 2015OCT25

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

CONTRACT W56HZV-13-D-0008  
MODIFICATION P00089

1. Modification P00089 is issued bilaterally.
2. The Purpose of this modification is to replace section H.8, 'Accountability and Administration of Government Property', in its entirety.
3. As a result of this modification, the total obligated amount is neither increased or decreased.
4. Except as specifically stated in this narrative, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0090 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 3 of 5</b>
	PIIN/SIIN W56HZV-13-D-0008	MOD/AMD P00089
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.8 Accountability and Administration of Government Property. \*

H.8.1. Contractor Accountability and Administration. The requirements set forth below are intended to supplement the Government Property requirements specified in FAR 52.245-1 Government Property and as otherwise specified in this contract.

H.8.1.1. Contractor Acquired Property (CAP): All material procured during the performance of the contract for the projects identified below are classified as Contractor Acquired Property (CAP). The contractor shall bill its actual costs for CAP to the project task and contract line item numbers where those costs were actually incurred unless the contractor is provided alternative billing instructions by the PCO or, as provided in H.8.1.8. For billing purposes as defined in this section, each project listed below shall be treated as separate and distinct projects. Projects are defined as having a specific purpose to meet a Stryker Program requirement. Multiple Projects may be contained in a single Delivery Order. Each Project shall state a period of performance and for cost reimbursable projects state whether the effort is completion or term. The following are the applicable CAP projects under this Requirements Contract:

- a) Wholesale Supply
- b) Logistic Support - Deployment
- c) System Engineering Support
- d) Logistics Engineering Support
- e) System Integration Lab
- f) Test Support
- g) Reset
- h) Overhaul
- i) BDAR
- j) Retrofit

H.8.1.2. Government Furnished Material (GFM): All material transferred, either as starting inventory or via PCO written authorization, to the projects identified in H.8.1.1 is classified as GFM. The Contractor shall identify all GFM available for use for each project prior to commencing work and at the time of proposal submissions per H.8.1.10. The contractor is only authorized to use GFM as follows: 1) as described in FAR 52.245-1(j)(i), an attachment to the contract or any other Stryker contract, 2) by PCO written authorization, or 3) in accordance with Section H.8.1.10.

H.8.1.2.1. Commingling of GFM: The contractor shall not commingle GFM parts between projects without explicit PCO direction, except as identified in H.8.1.2.1.2. below. The Government reserves the right to an equitable adjustment for any cost savings from a GFM transfer where the use of that material had not been previously negotiated as part of the price.

H.8.1.2.1.1. The contractor shall not commingle parts procured with Army Working Capital Fund (AWCF) with parts procured with any other appropriation type.

H.8.1.2.1.2. The contractor may commingle GFM material between the Reset and BDAR projects and treat it as a single project without explicit PCO direction.

H.8.1.3. Prioritization for the Use of Government Property.

H.8.1.3.1. Unless otherwise provided in discrete scope of work, the Contractor shall fulfill requirements for material utilizing the following order of priority:

H.8.1.3.1.1. GFM identified in the GFM List Attachment applicable to the project (H.8.1.2);

H.8.1.3.1.2. GFM specific for a project shall be prepositioned to locations based on estimated demands. If there is an insufficient quantity of GFM available at a location to timely satisfy the requirement, the contractor shall provide CAP to fulfill GFM shortages only when it will result in a cost savings to the Government. The contractor shall maintain electronic records showing the transportation cost made the use of GFM uneconomical. The contractor shall estimate transportation cost by commercial means and use as the basis to determine when to provide CAP or GFM.

H.8.1.3.1.3. With the exception of Section H.8.1.3.1.2. CAP may only be used with written authorization from the PCO if GFM is available.

H.8.1.4. Use and Accountability of CAP material. The contractor shall only use CAP material in the performance of the effort associated with the accountable Project, as defined in Section H.8.1.1, unless the material and the associated costs are transferred in accordance with H.8.1.8.1 Credit-Debit System Transfer or it has been accepted (as defined in FAR 46.101 or provided below) by the Government and retained by the contractor for continued use as Government Furnished Property (GFP).

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS INC.**H.8.1.5. Passage of Title.**

H.8.1.5.1. Title to CAP Items under Performance Based Logistic Support. Title to CAP items acquired in the performance of logistic support that are not included in a specific delivery line item shall pass to the Government upon the Government's acceptance (as defined in FAR 46.101) of the items at the destination stated in the delivery order.

H.8.1.5.2. Title to Other Property. Title to all other property shall pass in accordance with FAR 52.245-1(e) unless otherwise specified in this contract.

**H.8.1.6. Relief of Stewardship Responsibility.**

H.8.1.6.1. The contractor shall be relieved of stewardship of Government Property (GP) items when any of the requirements of FAR 52.245 1(f)(1)(vii)(C) have been met. The contractor's plant, as used in the clause, includes but is not limited to, the Auburn Warehouse and any other Contractor operated facility. Government Property retained for continued use under a successor contract shall be incorporated into the successor contract by contract modification.

H.8.1.7. Co-Location of Contractor Inventory. The contractor is authorized to physically co-locate Government property accountable under the entire contract with property from prior Government contracts in support of Stryker FOVs provided such property will be identified in a manner that prevents unauthorized or unreasonable use or consumption.

**H.8.1.8. Contractor plan and systems.**

H.8.1.8.1. Credit-Debit System. In accordance with DFARS PGI 245.402-70(6) and (7), the contractor is authorized to transfer CAP material that is excess to the needs of the accountable CLIN or Sub-CLIN to fulfill the needs of another contract so long as the Contractor's Credit-Debit Systems and Material Management Accounting Systems remain approved for efficacy and efficiency by the Government property administrator.

H.8.1.8.2. Government Directed Credit-Debit. The Government may require the contractor to credit-debit CAP material that has been identified as excess during the period of performance of the accountable effort in accordance with DFARS PGI 245-402-70(6) and (7). Unless otherwise agreed, the credit-debit material shall retain its CAP status on the gaining contract until it is delivered to and accepted by the Government or the contractor is otherwise relieved of stewardship responsibility as provided in H.8.1.6.1.

H.8.1.9. Property Records. The contractor's property records shall be sufficient to track Government Property to the accountable project, as defined in Section H.8.1.1.

H.8.1.9.1. Data Elements. In addition to the property record data elements identified in FAR 52.245-1(f)(1)(iii)(A), the contractor shall include a data element identifying the classification of the property as either Contractor Acquired Property (CAP) or other Property (e.g. GFP).

H.8.1.9.1.1. Cost Data Element. The Contractor shall record CAP items at the original purchase price or the contractor's best estimate.

H.8.1.9.1.2. Placed-in-Service Date. Unless otherwise noted by the contractor at the time of delivery of GFE items, the placed-in-service date shall be the date of acquisition or completed manufacture, if fabricated. For the purposes of this clause Government Furnished Equipment (GFE) is defined as special tools and equipment required to manufacture GFM, test GFM, or to facilitate the process of performing services required by contract. GFE is not consumed or installed on vehicles.

H.8.1.10. Predisposal Requirements. Fifteen (15) days prior to the end of performance of each Delivery Order, the contractor shall deliver to the Government a list of property on Standard Form 1428 that is no longer required to complete the scope of work. In the event the completion extends beyond the stated period of performance, the contractor shall retain parts required to complete the extended scope of work. The list shall identify if the material is needed for performance of a successor contract or has the potential to fulfill requirements under other contracts and be developed in accordance with the appropriate CDRL called up in each Delivery Order. Within ten (10) working days after receipt of data, the PCO will issue disposition instructions to the contractor. In the event disposition instructions are not given within ten (10) working days and the material is needed to perform on a successor contract, the contractor is authorized to use this material. A second list shall be provided within 5 work days after the end of the period of performance to the Government and the Government will incorporate this material in the GFM attachment to the successor contract.

H.8.1.10.1. Transfer and Reutilization of Government Property. Government property (GP) that is not otherwise transferred, reutilized or disposed of at the end of contract performance will be transferred by modification as GFP to the follow-on delivery order, if awarded. These items shall be presented to DCMA using a DD1149 form for verification that it is properly recorded in contractor property records under the accountable delivery order. The Contractor may present a single lot of GP to DCMA. Upon DCMA verification, the Contractor shall retain the GFP in its inventory for use on the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-D-0008 <b>MOD/AMD</b> P00089	<b>Page</b> 5 <b>of</b> 5
---------------------------	---	---------------------------

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS INC.

successor contract. A signed DD1149 shall be forwarded to the PCO.

H.8.1.11. Commingling GFE. The contractor shall identify GFE that can be commingled between Stryker contracts. The contractor is authorized to use GFE between contracts on a non-interference basis. Accountability of GFE shall remain with the contract it was originally procured. PCO authorization is required to transfer accountability of GFE.

\* Section H.8 (Narrative H0008) is replaced in its entirety pursuant to Modification P00089.

\*\*\* END OF NARRATIVE H0008 \*\*\*