

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 54			
2. Contract No. W56HZV-15-D-0006		3. Award/Effective Date 2014OCT30		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date	
7. For Solicitation Information Call:		A. Name KARY JASMUND			B. Telephone Number (No Collect Calls) (586)282-7234		8. Offer Due Date/Local Time		
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input checked="" type="checkbox"/> Set Aside: 100 % For:					
Email: KARY.A.JASMUND.CIV@MAIL.MIL			<input checked="" type="checkbox"/> Small Business	<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program	<input type="checkbox"/> Hubzone Small Business	<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business	NAICS: 334511	
								<input type="checkbox"/> 8(A)	Size Standard:
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)			13b. Rating DOA4		
15. Deliver To SEE SCHEDULE			Code	16. Administered By DCMA BALTIMORE 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-3375					
Telephone No.				Code S2101A					
17a. Contractor/Offeror Code 1Q3Z9		Facility		18a. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264					
FEDERAL RESOURCES SUPPLY COMPANY 235G LOG CANOE CIRCLE STEVENSVILLE, MD 21666-2165				Code HQ0338					
Telephone No. (410)643-7810									
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer			<input type="checkbox"/> 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum						
19. Item No.	20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)			21. Quantity	22. Unit	23. Unit Price		24. Amount	
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00			
<input type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:				
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED/					
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) SARAH L. DAVIS SARAH.L.DAVIS.CIV@MAIL.MIL (586)282-6076			31c. Date Signed 2014OCT30		

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative			
			32g. E-Mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.	39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)			
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers		

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 54
	PIIN/SIIN W56HZV-15-D-0006 MOD/AMD	
Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY		

SUPPLEMENTAL INFORMATION

Buyer Name: KARY JASMUND
 Buyer Office Symbol/Telephone Number: CCTA-ATA-C/(586)282-7234
 Type of Contract: Firm Fixed Price
 Kind of Contract: System Acquisition Contracts
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: B
 Contract Expiration Date: 2017OCT28

*** End of Narrative A0000 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

(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 (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=W56HZV13R0061

(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.

(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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 54
	PIIN/SIIN W56HZV-15-D-0006 MOD/AMD	

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

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 and modifications 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 in the base contract or contract modifications, 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. 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

2 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-15-D-0006 is awarded to Federal Resources Supply Company.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: 0001, 0002, 0003, 0004, 0005, & 0006.

[End of Clause]

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]

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE CONTRACT YEAR.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH CONTRACT FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p>				

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>(End of narrative A001)</p> <p><u>INITIAL PRODUCT VERIFICATION TEST UNIT</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 5B5M3 Mfr Part Number: DFP ECB 047</p> <p>CLIN 0011 - Initial Product Verification Test Unit will be inspected/accepted by Government representatives, ECBC Engineering Team (Rock Island, IL) prior to approval to build production units.</p> <p>(End of narrative A002)</p> <p>Reference Section E, Product Verification Test/Approval (Contractor Testing)</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 16-JUL-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ ** N/A **	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-15-D-0006 MOD/AMD

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0021	<p><u>PRODUCTION QUANTITY FIRST ORDERING YEAR</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 5B5M3 Mfr Part Number: DFP ECB 047</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$48,527.89</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$48,412.90</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$48,297.90</td> </tr> <tr> <td>101</td> <td>0</td> <td>\$48,182.91</td> </tr> </tbody> </table> <p>Estimated Quantity for Ordering Year One: 500</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 16-JUL-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	25	\$48,527.89	26	50	\$48,412.90	51	100	\$48,297.90	101	0	\$48,182.91		KT	See Range Pricing	
FROM	TO	UNIT PRICE																		
1	25	\$48,527.89																		
26	50	\$48,412.90																		
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-15-D-0006 MOD/AMD

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0022	<p><u>PRODUCTION QUANTITY SECOND ORDERING YEAR</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 5B5M3 Mfr Part Number: DFP ECB 047</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$49,741.09</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$49,623.22</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$49,505.35</td> </tr> <tr> <td>101</td> <td>0</td> <td>\$49,387.48</td> </tr> </tbody> </table> <p>Estimated Quantity for Ordering Year Two: 150</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 16-JUL-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	25	\$49,741.09	26	50	\$49,623.22	51	100	\$49,505.35	101	0	\$49,387.48			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	25	\$49,741.09																		
26	50	\$49,623.22																		
51	100	\$49,505.35																		
101	0	\$49,387.48																		

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0023	<p><u>PRODUCTION QUANTITY THIRD ORDERING YEAR</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 5B5M3 Mfr Part Number: DFP ECB 047</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$50,984.62</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$50,863.80</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$50,742.98</td> </tr> <tr> <td>101</td> <td>0</td> <td>\$50,622.17</td> </tr> </tbody> </table> <p>Estimated Quantity for Ordering Year Three:70</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 16-JUL-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	25	\$50,984.62	26	50	\$50,863.80	51	100	\$50,742.98	101	0	\$50,622.17			See Range Pricing	
FROM	TO	UNIT PRICE																		
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101	0	\$50,622.17																		

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Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<p><u>REPLACEMENT ITEMS - FIRST ORDERING YEAR</u></p> <p>COMMODITY NAME: REPLACEMENT ITEMS (WEBSITE) PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>See Replacement Item Cost For Warranty Website Orders Spreadsheet, Exhibit F.</p> <p>(End of narrative B001)</p> <p>Reference H.1 for Warranty Website Requirements.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ ** N/A **	

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>REPLACEMENT ITEMS - SECOND ORDERING YEAR</u></p> <p>COMMODITY NAME: REPLACEMENT ITEMS (WEBSITE) PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>See Replacement Item Cost For Warranty Website Orders Spreadsheet, Exhibit F.</p> <p>(End of narrative B001)</p> <p>Reference H.1 for Warranty Website Requirements.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ ** N/A **	

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	<p><u>REPLACEMENT ITEMS - THIRD ORDERING YEAR</u></p> <p>COMMODITY NAME: REPLACEMENT ITEMS (WEBSITE) PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>See Replacement Item Cost For Warranty Website Orders Spreadsheet, Exhibit F.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>Reference H.1 for Warranty Website Requirements.</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ ** N/A **	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-15-D-0006 MOD/AMD

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>YEAR ONE STORAGE COST</u></p> <p>SERVICE REQUESTED: DAILY STORAGE RATE YEAR ONE PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>(End of narrative A001)</p> <p>***The purpose of this CLIN is to establish a price for one (1) day of storage, in the First Ordering Year.***</p> <p>(End of narrative B001)</p> <p>Reference Section C.3 for Storage.</p> <p>(End of narrative B002)</p>		DA	\$ 0.0000	
0042	<p><u>YEAR TWO STORAGE COST</u></p> <p>SERVICE REQUESTED: DAILY STORAGE RATE YEAR TWO PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>(End of narrative A001)</p> <p>***The purpose of this CLIN is to establish a price for one (1) day of storage, in the Second Ordering Year.***</p> <p>(End of narrative B001)</p> <p>Reference Section C.3 for Storage.</p> <p>(End of narrative B002)</p>		DA	\$ 0.0000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-15-D-0006 MOD/AMD

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	<p><u>YEAR THREE STORAGE COST</u></p> <p>SERVICE REQUESTED: DAILY STORAGE RATE YEAR THREE PSC: 5180 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>(End of narrative A001)</p> <p>***The purpose of this CLIN is to establish a price for one (1) day of storage, in the Third Ordering Year.***</p> <p>(End of narrative B001)</p> <p>Reference Section C.3 for Storage.</p> <p>(End of narrative B002)</p>		DA	\$ 0.0000	
0051	<p><u>DATA ITEMS</u></p> <p>The below ELINs is associated with the Data Item Number on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p>(End of narrative A001)</p>				
A001	<p><u>PRODUCT VERIFICATION TEST REPORT</u></p> <p>SERVICE REQUESTED: PRODUCT VERIFICATION TEST REP CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p>Product Verification Test Report is in accordance with CDRL A001, Section E and Section 4 of DFP ECB 047.</p> <p>(End of narrative B001)</p>			\$ **NSP**	

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p><u>COMMERCIAL MANUALS</u></p> <p>SERVICE REQUESTED: COMMERCIAL MANUALS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p>Commercial Manuals are in accordance with CDRL A002 and SOW in Section C of the Contract.</p> <p>(End of narrative B001)</p>			\$ <u>**NSP**</u>	
A003	<p><u>TOOL KIT SUBSET COMPONENT LIST</u></p> <p>SERVICE REQUESTED: TOOL KIT SUBSET COMPONENT LIS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p>Tool Kit Subset Components List is in accordance with CDRL A003 and SOW in Section C of the Contract.</p> <p>(End of narrative B001)</p>			\$ <u>**NSP**</u>	
A004	<p><u>STORAGE REPORT</u></p> <p>SERVICE REQUESTED: STORAGE REPORT CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p>Storage Report is in accordance with CDRL A004 and SOW in Section C of the Contract.</p> <p>(End of narrative B001)</p>			\$ <u>**NSP**</u>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>DIGITAL IMAGES</u></p> <p>SERVICE REQUESTED: DIGITAL IMAGES CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p>Digital Images are in accordance with CDRL A005 and SOW in Section C of the Contract.</p> <p>(End of narrative B001)</p>		EA	\$ 0.0000	

Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK FOR
COMMERCIAL MANUALS/COMMERCIAL OF THE SHELF (COTS) LITERATURE

C.1.1. **PURPOSE:** Under this Statement of Work (SOW), the contractor shall deliver an Urban Operations Squad Set (UOpSS) Manual. The contractor shall produce a compilation of all Original Equipment Manufacturers (OEM) owners manuals, component literature, and supplemental data for equipment listed in table 1 below. The contractor shall include a copy of this manual with each UOpSS after the manual has been approved by the Government.

C.2. **APPLICABLE DOCUMENTS:** Description for Purchase (DFP) ECB 047, Engineer Equipment Set, Urban Operations, Squad.

C.3. **REQUIREMENTS:**

C.3.1. **Manual:** The contractor shall submit a completed UOpSS manual containing all UOpSS component OEM owners manuals/literature listed in table 1 below IAW CDRL A002. The manual shall be packed in the shipping crate in a weatherproof resealable bag.

C.3.1.1 **Literature:** Manuals/Literature includes simple instruction sheets, parts lists, caution sheets, caution labels, contractor contact info, warranty information, and illustrations.

C.3.1.2 **Supplemental data:** Any data that augments or complements a commercial off-the-shelf manual whether by change, correction, or addition to make the manual acceptable for use by the Department of Defense.

C.3.2. **Format:** The UOpSS manual shall be no more than two volumes and conform to the following:

C.3.2.1. **Comprehensibility/readability/legibility:** The completed manual shall be written for the target audience in a language free of vague and ambiguous terms, using the simplest words and phrases that will convey the intended meaning. The type shall be an easy-to-read size (i.e., no smaller than 6 points for pocket-size manuals and no smaller than 8 points for all other size manuals).

C.3.2.2. **Size:** The manual shall have a page size of 8.5 x 11.

C.3.2.3. **Inclusion:** As applicable, the manuals shall include the following:

C.3.2.4. **Front Cover:** The manual shall have a cover, title page, or first page showing the date the manual was issued, revision designator (if applicable), the manufacturer's identification name and address, the equipment name, the manufacturer's model designation, serial or identification numbers for the equipment covered, and copyright release statement.

C.3.2.5. **Table Of Contents:** The manual shall have a table of contents to guide users to the appropriate sections of the manual.

C.3.2.6. **Binding:** the manual shall be bound using an adhesive (perfect) binding.

C.3.3. **Delivery:** The contractor shall submit the completed UOpSS manual IAW CDRL A002.

TABLE 1

Item	Nomenclature
3.16.4	Camera, Scope Thermal Image Digital
3.16.8	Headset
3.16.11	Hook, Grapnel
3.16.13	Ladder, Kit Urban Assault
3.16.21	Shield, Ballistic
3.16.22	Rappelling Kit
3.16.25	Tool Set, Breaching
3.16.27	Burner, DVD, Portable
3.16.28	Saw Kit, Breaching

C.3.4. **COPYRIGHT RELEASE:** Copyright release letters shall be provided to the Procuring Contracting Officer (PCO) and System Acquisition Manager (SAM) 4 weeks prior to the delivery of the tool kits for all manuals and COTS literature associated with this SOW. The signed copyright release letters shall give the Government and contractor the unconditional right to reproduce and use any copyrighted information, including that for subcontractor components and parts, included with the kits.

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C.4.0. QUALITY ASSURANCE PROVISIONS: The contractor shall ensure the content, accuracy and consistency of the UOpPS of the overall manual and that manual meets the requirements listed in paragraph 3.2 of the DFP.

C.5.0. PACKAGING: The contractor shall package the required manuals (1 per) with each set in a fashion to prevent the manuals from being damaged by the set itself, the packaging, or any outside environmental conditions (rain, snow, heat, and cold).

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Name of Offeror or Contractor: FEDERAL RESOURCES SUPPLY COMPANY

STATEMENT OF WORK FOR
TOOL KIT SUBSET COMPONENTS LIST

C.2.1 PURPOSE: This Statement of Work (SOW) is applicable to the delivery by the contractor of a tool kit Component/Subset Components List as provided within the solicitation/contract.

C.2.1. APPLICABLE DOCUMENTS: Description for Purchase (DFP) ECB-047, Engineer Equipment Set, Urban Operations, Squad.

C.3. REQUIREMENTS:

C.3.1. List: The contractor shall submit a complete list of the tool kit components and subset components for any sub kit or set in accordance with CDRL A003. If items in a sub kit are only available as part of a a complete kit, and therefore no components are available individually, this must be stated in the list.

Table with 7 columns: Para Number, Nomenclature/Description, Cage, PN/NSN, Unit, Qty, Wty. Rows include items like Tool Set, Breaching; Carrying Case, Wheeled; Ram, Door, Mini; Hammer, Sledge; Tool, Hinge, Breaker; Tool, Bolt Cutters; Tool, Haligan; Kit, Tool Repair; DVD, Instructional.

C.3.2. Format: The list should be provided in Microsoft Excel format.

C.3.3. Inclusions: The list shall include the following for each component:DFP paragraph number, nomenclature, cage code, part number/NSN, unit of issue, quantity, warranty, case number, and layer number.

C.3.4. Delivery. The contractor shall submit the complete list of the tool kit subset components within 45 days of contract award to the individuals specified in Block 14 of the Contract Data Requirements List (CDRL) A003.

C.4.0. QUALITY ASSURANCE PROVISIONS: The contractor shall assume full responsibility to assure the accuracy and consistency of the listed items, and that the list is in the proper format. The Procuring Contracting Officer (PCO) may reject any list that is not provided in the designated electronic format, is missing information or is hand-written.

C.5.0. PACKAGING:

C.5.1. All deliverables required in this SOW shall be packaged utilizing best commercial practice provided they meet the requirements of this SOW.

C.5.2. Deliverables to the PCO shall be sent via email in accordance with this SOWs requirements/timeframes.

C.6.0. INTENDED USE: The intent of this SOW is to obtain a list of all tool kit components and subset components, listed in case and layer order, that make up any sub kit or set of the Urban Operations Squad Set for inclusion in the Supply Catalog and to post on the PM SKOT Warranty Website.

C.6.1 CDRL: Contract Data Requirements List. The solicitation/contract has a separate data item, A003 CLIN 0051 for this digital list requirement so that this cost doesnt become a hidden cost.

|                                                                        |                                                  |                      |
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| <b>CONTINUATION SHEET</b>                                              | <b>Reference No. of Document Being Continued</b> | <b>Page 19 of 54</b> |
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| <b>Name of Offeror or Contractor:</b> FEDERAL RESOURCES SUPPLY COMPANY |                                                  |                      |

STATEMENT OF WORK FOR  
Storage of Urban Operations Squad Sets

C.3.1 PURPOSE: This Statement of Work (SOW) is applicable for the storage of Urban Operations Squad Sets (UOpSS) at the contractors facility if applicable. The intent of this SOW is to list the applicable parameters for storage until fielding schedules are complete and the sets are shipped to their final destination.

C.2. APPLICABLE DOCUMENTS: Description for Purchase (DFP) DFP ECB 047, Urban Ops Squad Set.

C.3.1 REQUIREMENTS:

C.3.1.1 Storage facility: The UOpSS built to DFP ECB 047 shall be kept in covered/weatherproof storage, that is safe and secure from the outdoor elements.

C.3.1.2. The storage facility shall protect and secure the UOpSS and its components against damage and theft.

C.3.1.3. The storage facility shall be of sufficient size to accommodate at least 3 months of production.

C.3.1.4. The storage facility shall accommodate (as required/applicable) the UOpSS stacked no higher than two sets/crates high, per their weight restriction.

C.3.2 Storage: The contractor shall provide storage at no cost to the Government for all items completed under each specific delivery order for up to 90 days after the latest scheduled delivery date as specified by the delivery order.

C.3.2.1. After the 90 day grace period, it is understood that the delivery order will be modified to award the storage CLIN and the applicable payment for the storage costs. Storage fees may not be incurred until the completion of the grace period which is 90 days after completion of the latest scheduled item listed on the delivery order.

C.3.3. Documentation: Contractors must document all Squad set serial numbers, associated delivery orders, storage start date and grace period end date for each set. The documentation shall be in the form of an Excel Spreadsheet (storage report). The contractor shall use the First In, First Out (FIFO) method of shipment. The documentation is to be provided IAW CDRL A004.

C.3.4. Notification: Contractors must provide the Contracting Officer, the System Acquisition Manager, and the Item Manager the spreadsheet from paragraph 3.3 (storage report) on the first day of each month as long as sets are in storage at the contractor facility. In addition, the contractor must also notify the Contracting Officer, System Acquisition Manager, and the Item Manager via email within 15 business days prior to the end of grace period to allow the government time for final shipment.

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STATEMENT OF WORK FOR DIGITAL IMAGES

C.4.1 PURPOSE: This Statement of Work (SOW) is applicable to the delivery by the contractor of digital images of tool set/kit components and the overall set/kit as provided within the solicitation/contract. The intent of this SOW is to obtain digital images of the Urban Operations Squad Set (UOpSS) to post on the PM SKOT Warranty Website and use in the UOpSS Supply Catalog (SC).

C.2. APPLICABLE DOCUMENTS: Description for Purchase (DFP) ECB 047 UOpSS.

C.3. REQUIREMENTS:

C.3.1. Individual Component Images: The contractor shall provide digital images of each component that is specified within Table 4, the component list of the DFP ECB-047 unless a specific component is exempted in the solicitation/contract. The digital images shall be color photographs 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 Part Number of that individual tool with the .jpeg extension.

C.3.2. Set/Kit Images: The contractor shall provide a total of one (1) color digital image of the Urban Operations Squad Set. The image shall be of sufficient resolution and quality so that it can be clearly viewed on a government owned web site. The digital image shall be a .jpeg format.

C.3.3. The contractor shall provide copyright release letters to the Procuring Contracting Officer (PCO) and the System Acquisition Manager (SAM) along with the digital images on or before the date the digital images are to be delivered in accordance with CDRL A005. The signed copyright release letters shall give the Government the unconditional right to reproduce and use all of the digital information provided within this SOW.

C.3.4. Delivery. The contractor shall provide digital images to the Government 30 days after Product Verification test approval. The Government will review the digital images and provide feedback to the contractor within 15 days of receipt of all digital images. The contractor shall incorporate the Governments recommended changes into the digital images and resubmit to the Government NLT 15 days after receipt of Government recommended changes. The contractor shall provide two copies of the digital images to the Government: One copy shall be delivered to the PCO, the second copy shall be provided to the SAM. Both copies shall be on a CD ROM with paper copyright release letters.

C.4.0. QUALITY ASSURANCE PROVISIONS: The contractor shall assume full responsibility to assure the digital images are of sufficient quality and in the proper format. The PCO may reject any images that are blurred, too dark, too light or of otherwise poor quality. In the event images are rejected, the contractor shall bear the responsibility to provide new images at no additional cost to the Government within the timeframe set forth in paragraph 3.4.

C.5.0. PACKAGING:

C.5.1. All deliverables required in this SOW shall be packaged utilizing best commercial practice provided they meet the requirements of this SOW.

C.5.2. Deliverables to the PCO shall be sent via a method determined by the contractor provided that method ensures delivery in accordance with this SOWs requirements/timeframes to the addresses provided in section 14 of CDRL A005.

C.6.0. INTENDED USE: The intent of this SOW is to obtain digital images of individual components for posting on the PM SKOT Warranty Web site and for use in the SC.

C.6.1 CDRL: Contract Data Requirements List. The solicitation/contract has a separate data item, A005 CLIN 0051 for this digital image requirement so that this cost doesnt become a hidden cost.

C.6.2. Copyright Release Letter: The contractor shall provide a copyright release letter along with the digital images on or before the date the digital images are to be delivered; the letter shall state that all digital photos required by CDRL A005 may be used and distributed in a public forum.

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

The Contractor shall meet the requirements of Description For Purchase (DFP) ECB 047 set forth in Section J (Attachment 0001) attached hereto and made part of this document.

\*\*\* END OF NARRATIVE C0002 \*\*\*

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## PACKAGING AND MARKING

| <u>Regulatory Cite</u>         | <u>Title</u>                        | <u>Date</u> |
|--------------------------------|-------------------------------------|-------------|
| 1<br>52.211-4503<br>TACOM (RI) | PACKAGING REQUIREMENTS (COMMERCIAL) | DEC/2007    |

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein.

The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 1

1. Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to have minimum size and weight while retaining the protection required and enhancing standardization.

3. Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

4. Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

- the quantity is over one (1) gross of the same national stock number,
- use enhances handling and inventorying,
- the exterior surfaces of the unit pack is a bag of any type, regardless of size,
- the unit pack is less than 64 cubic inches,
- the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

## 5. Packing

5.1 Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as a shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

6. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The pallet shall be a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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## 7. Marking:

7.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

## 8. Hazardous Materials (as applicable):

8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

8.2 When applicable, the packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

--International Air Transport Association (IATA) Dangerous Goods Regulations  
--International Maritime Dangerous Goods Code (IMDG)  
--Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
--Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

8.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

8.4 A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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

## 11. SUPPLEMENTAL INSTRUCTIONS:

The Engineer Equipment Set, Urban Operations, Squad (EES) shall be placed into a covered wooden crate fabricated in accordance with (IAW) ASTM D6256/D6256M, Type II, Class 2, Style A, Treatment B. The crate shall be sealed in such a manner that the items contained within it cannot be damaged by environmental elements. This will serve as the unit pack and shipping container for the EES. In addition to the exterior shipping container marking requirements specified, each crate shall be permanently marked with the NSN and serial number of the enclosed set on all four sides of the crate. The marking shall be large enough for an individual to read from at least a distance of 10 ft.

Each component of the EES shall be placed in its own unit pack container. The quantity per unit package for each component may be the quantity specified in the DFP unless otherwise noted. Any necessary blocking, bracing, cushioning, and VCI protection should also be included for each item in the crate to ensure all items are delivered without any damage or corrosion. Where VCI is used, natural or synthetic rubber, optical systems, or precision moving parts shall be heat sealed in a bag conforming to MIL-DTL-117, Type-II, Class-E, to prevent exposure to vapors. All electric or battery operated devices and batteries need to be placed in a heat sealed bag conforming to MIL-DTL-117, Type-II, Class-E. Desiccant and VCI shall not be present in the same pack. All items listed in the DFP called a Kit/Set, shall be consolidated into one unit package and a packing list shall be provided for each Kit/Set. All individually packaged

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components need to be consolidated into fiberboard containers fabricated IAW Table 3 of ASTM D5118/D5118M, Style RSC. Each consolidated fiberboard container needs to be supplied with a packing list.

Manuals, parts lists, and warranty information shall be packed in sealed water proof packaging that is reusable, i.e. zip lock bag. Packing Lists shall be sealed in water-resistant envelopes and secured to the exterior of the load or container in the most protected location.

In accordance with paragraph 7.3 - 7.3.2 of ASTM D3951, packaging shall successfully pass test levels of ASTM D 4169, Distribution Cycle 18, Assurance Level ( 1 for OCONUS shipments, or II for CONUS shipments), Acceptance Criterion 3. Testing shall be witnessed by the Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging. The Contractor is exempted from testing if previous data for same or similar items can be provided (see Para. 5.6 of MIL-STD-2073-1D) and is acceptable to the Government. Contractor shall furnish the Contracting Office with shipping size and weight prior to shipment of first article.

(DS6422)

(End of Clause)

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## INSPECTION AND ACCEPTANCE

|   | <u>Regulatory Cite</u>            | <u>Title</u>                                           | <u>Date</u> |
|---|-----------------------------------|--------------------------------------------------------|-------------|
| 1 | 52.246-2                          | INSPECTION OF SUPPLIES--FIXED-PRICE                    | AUG/1996    |
| 2 | 52.246-4534<br>TACOM LCMC<br>(RI) | PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY) | DEC/1997    |

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of 1 fully loaded kit shall be selected by the Government Quality Assurance Representative (QAR) for 1 Test.

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to Jason Fleming, jason.g.fleming.civ@mail.mil a minimum of 15 days prior to the test and to the QAR.

(c) The test sample shall be examined and/or tested in accordance with the DFP requirements and applicable contract provisions.

(d) Within 30 days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

(ES6041)

(End of Clause)

|   |                        |                                          |          |
|---|------------------------|------------------------------------------|----------|
| 3 | 52.246-4028<br>(TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | NOV/2005 |
|---|------------------------|------------------------------------------|----------|

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.

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**Name of Offeror or Contractor:** FEDERAL RESOURCES SUPPLY COMPANYINSPECTION POINT: Federal Resources Supply Company 1Q3Z9  
(Name) (CAGE)235-G Log Canoe Circle Stevensville, MD 21666-2165  
(Address) (City) (State, Zip)ACCEPTANCE POINT: Federal Resources Supply Company 1Q3Z9  
(Name) (CAGE)235-G Log Canoe Circle Stevensville, MD 21666-2165  
(Address) (City) (State, Zip)

[End of Clause]

4 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994  
TACOM RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(ES7012) (End of Clause)

5 52.246-4532 DESTRUCTIVE TESTING MAY/1994  
TACOM RI

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall

|                           |                                                  |                      |
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be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

E.1 PRODUCT VERIFICATION TEST/APPROVAL (CONTRACTOR TESTING)

E.1.1 The Product Verification Test (PVT) shall consist of one (1) Urban Operation Squad Kit, which shall be examined and tested in accordance with contract requirements and the Description for Purchase (DFP) ECB 047.

E.1.2 The PVT unit shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production.

E.1.3 The Contractor shall provide to the Procuring Contracting Officer and Daniel Cutter, Daniel.c.cutler2.civ@mail.mil and Mike Rivers, Michael.rivers2@us.army.mil at least 15 calendar days advance notice (in writing) of the scheduled date, time and location of the PVT, so that the Government may witness the tests.

E.1.4 A PVT Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including suppliers and vendors inspection records and certifications, when applicable) IAW CDRL A001. The PVT Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each DFP requirement. Evidence of the Government's Quality Assurance Representatives (QAR) verification shall be provided. Within seven (7) calendar days from the PVT completion, one copy of the PVT Test Report shall be submitted in accordance with CDRL A001.

E.1.5 Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the PVT. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the DFP and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

E.1.6 If the PVT is disapproved, the Contractor, upon Government request, shall repeat any or all of the PVT requirements. After each request for additional PVT, the Contractor shall make any necessary changes, modifications, or repairs to the test units or select other new sample units for testing. All costs related to these subsequent PVT's are to be borne by the Contractor, including any and all costs for additional PVT following disapproval. The Contractor shall then conduct the PVT and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government will take action on this report within the time specified in paragraph E.1.5 above. The Government reserves the right to require a downward equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these repeat PVT.

E.1.7 If the Contractor fails to deliver any PVT report on time, or the Contracting Officer disapproves any PVT test report, the Contractor may be deemed to have defaulted within the meaning of FAR Clause 52.212-4, paragraph m, which is incorporated in this contract.

E.1.8 Unless otherwise provided in the contract and if the approved PVT units are not damaged or destroyed in testing, the Contractor may deliver the approved PVT units as part of the contract quantity if they meet all contract requirements for acceptance.

E.1.9 If the Government does not act within the time specified in paragraph E.1.5 or E.1.6 above, the Contracting Officer may, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

E.1.10 Before PVT approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before PVT approval, the costs thereof shall not be allocable to this contract for

(1) Progress payments, or

(2) Termination settlements if the contract is terminated for the convenience of the Government.

E.1.11 Additional PVT or portion thereof may be ordered by the Contracting Officer in writing when (i) whenever there is a lapse in production for a period in excess of 90 days, or (ii) whenever a change occurs in the place of performance, manufacturing process, material used, specification or source of supply. When conditions (i) or (ii) above occur, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for additional PVT or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional PVT resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

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\*\*\* END OF NARRATIVE E0001 \*\*\*

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## DELIVERIES OR PERFORMANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                               | <u>Date</u> |
|---|------------------------|--------------------------------------------|-------------|
| 1 | 52.211-17              | DELIVERY OF EXCESS QUANTITIES              | SEP/1989    |
| 2 | 52.242-17              | GOVERNMENT DELAY OF WORK                   | APR/1984    |
| 3 | 52.247-34              | F.O.B. DESTINATION                         | NOV/1991    |
| 4 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT   | FEB/1999    |
| 5 | 252.211-7007           | REPORTING OF GOVERNMENT-FURNISHED PROPERTY | AUG/2012    |
| 6 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION          | JUN/2013    |

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

"Data 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.

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the 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.

(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 Governments unit acquisition cost is \$5,000 or more.

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

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

N/A

N/A

N/A

N/A

N/A

N/A

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number NONE.

(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.

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

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

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

(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:

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(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* 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), including subcontracts for commercial items.

(End of clause)

7 252.211-7006 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 III--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,<br>subline, or exhibit<br>line item number | Location name          | City          | State | DoDAAC |
|-----------------------------------------------------------|------------------------|---------------|-------|--------|
| 0011                                                      | Sierra Army Depot      | Herlong,      | CA    | W62G2X |
|                                                           | Letterkenny Army Depot | Chambersburg, | PA    | W90CGJ |
| 0021-0023                                                 | Sierra Army Depot      | Herlong,      | CA    | W62G2X |
|                                                           | Letterkenny Army Depot | Chambersburg, | PA    | W90CGJ |



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(ii) If PVT is not required; PVT is waived; or for subsequent delivery orders to be delivered after initial PVT approval with first delivery order, start deliveries 60 days after delivery order date.

(iii) You will deliver 30 units every thirty days.

(iv) You can deliver more units every thirty days at no additional cost to the government.

(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) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If PVT is required, deliveries will start N/A days after the delivery order date; or

(ii) If PVT is not required or FAT is waived, deliveries will start N/A days after delivery order date.

[End of clause]

9            52.247-4456            LONG TERM CONTRACTS - FOB DESTINATION            OCT/1999  
 (TACOM)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

See Narrative F0001 for expected ship to locations with estimated quantities.

However, any OCONUS shipments that are not sent directly to units listed in Narrative F0001 are expected to be shipped to Letterkenny Army Depot. Any CONUS shipments will be sent to Sierra Army Depot.

(End of Clause)

10            52.247-4017            DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR            NOV/2009  
 (TACOM)            ADDRESSES

| Rail/<br>Motor<br>_SPLC* | MILSTRIP<br>Address<br>Code | Rail<br>Ship To:                                                                  | Motor<br>Ship To:                                                                 | Parcel Post<br>Mail To:                                                                      |
|--------------------------|-----------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 206721/<br>209405        | W25G1U                      | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA 17070-5001 |

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

|                   |        |                                                                                                                          |                                                                                                                          |                                                                                              |
|-------------------|--------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 875670/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
|-------------------|--------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

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|                   |        |                                                                     |                                                                       |                                                                                  |
|-------------------|--------|---------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL         | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL           | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021        |
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150 |
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX      | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX      | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000      |
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT          | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT            | Transportation Officer<br>Tooele Army Depot,<br>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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## F.1 Anticipated Shipping Locations

## F.1.1 FY 15 Anticipated Schedule

| Location                  | Estimated Number of Urban Operation Squad Sets |
|---------------------------|------------------------------------------------|
| Alaska, Ft. Richardson    | 8                                              |
| Alabama, Marion           | 3                                              |
| California, Sacramento    | 3                                              |
| California, Mare Island   | 9                                              |
| California, Bell          | 4                                              |
| Florida, Tallahassee      | 9                                              |
| Florida, West Palm Beach  | 6                                              |
| Florida, Tampa            | 3                                              |
| Georgia, Ft. Steward      | 9                                              |
| Georgia, Ft. Gordon       | 3                                              |
| Georgia, Ft. Steward      | 3                                              |
| Indiana, Danville         | 3                                              |
| Kansas, Dodge City        | 9                                              |
| Kansas, Ft. Riley         | 3                                              |
| Kansas, Pittsburg         | 4                                              |
| Kansas, Ft. Riley         | 3                                              |
| Kansas, Ft. Riley         | 3                                              |
| Kentucky, Ft. Campbell    | 8                                              |
| Kentucky, Ft. Thomas      | 4                                              |
| Kentucky, Ft. Campbell    | 3                                              |
| Kentucky, Ft. Campbell    | 3                                              |
| Louisiana, Ft. Polk       | 3                                              |
| Louisiana, Plaquemine     | 8                                              |
| Missouri, Saint Louis     | 3                                              |
| Missouri, Ft. Leonardwood | 3                                              |
| Missouri, Rolla           | 6                                              |
| Mississippi, Clinton      | 3                                              |
| North Carolina, Ft. Bragg | 8                                              |
| North Carolina, Ft. Bragg | 3                                              |
| North Carolina, Ft. Bragg | 9                                              |
| North Carolina, Ft. Bragg | 9                                              |
| North Carolina, Ft. Bragg | 3                                              |
| New Mexico, White Sands   | 6                                              |
| New York, Ft. Drum        | 8                                              |
| New York, Ft. Drum        | 3                                              |
| New York, Jamaica         | 3                                              |
| Ohio, Wooster             | 9                                              |
| Tennessee, Lebanon        | 9                                              |
| Tennessee, Chattanooga    | 4                                              |
| Texas, Ft. Bliss          | 1                                              |
| Texas, Weatherford        | 4                                              |
| Texas, Ft. Hood           | 3                                              |
| Texas, San Antonio        | 8                                              |
| Virginia, Ft. Eustis      | 3                                              |
| Vermont, Rutland          | 8                                              |
| Washington, Ft. Lewis     | 1                                              |
| Washington, Ft. Lewis     | 3                                              |
| Washington, Ft. Lewis     | 3                                              |
| Wisconsin, Milwaukee      | 3                                              |
| Wisconsin, Superior       | 6                                              |
| West Virginia, Clarksburg | 9                                              |

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## F.1.2 FY 16 Anticipated Schedule

|                             |   |
|-----------------------------|---|
| California, San Luis Obispo | 3 |
| California, San Diego       | 6 |
| Colorado, Ft. Carson        | 3 |
| Colorado, Ft. Carson        | 9 |
| Florida, Cape Coral         | 9 |
| Georgia, Ft. Steward        | 3 |
| Georgia, Ft. Steward        | 6 |
| Idaho, Cedar Rapids         | 8 |
| Idaho, Hayden Lake          | 4 |
| Idaho, Twin Fall            | 9 |
| Illinois, Springfield       | 3 |
| Kansas, Ft. Riley           | 6 |
| Kansas, New Century         | 6 |
| Kentucky, Ft. Campbell      | 8 |
| Kentucky, Ft. Campbell      | 8 |
| Kentucky, Ft. Campbell      | 8 |
| Kentucky, Ft. Campbell      | 3 |
| Kentucky, Leitchfield       | 9 |
| Louisiana, Ft. Polk         | 3 |
| Michigan, Taylor            | 3 |
| Minnesota, Brainerd         | 4 |
| Missouri, Ft. Leonardwood   | 3 |
| Missouri, Hannibal          | 3 |
| Missouri, Ft. Leonardwood   | 3 |
| Mississippi, Meridian       | 9 |
| North Carolina, Ft. Bragg   | 6 |
| North Carolina, Ft. Bragg   | 8 |
| North Carolina, Raleigh     | 6 |
| North Carolina, Ft. Bragg   | 3 |
| New Hampshire, Londonderry  | 3 |
| New Mexico, White Sands     | 4 |
| Nevada, Las Vegas           | 6 |
| New York, Ft. Drum          | 3 |
| New York, Utica             | 3 |
| New York, Ft. Drum          | 8 |
| Oklahoma, Stillwater        | 3 |
| Pennsylvania, Harrisburg    | 9 |
| Texas, Ft. Hood             | 6 |
| Texas, Ft. Hood             | 4 |
| Utah, Ogden                 | 4 |
| Washington, Ft. Lewis       | 3 |
| Wisconsin, Dodgeville       | 4 |
| Wisconsin, Wausau           | 4 |

In addition, any kits that are not directly shipped as anticipated above: OCONUS shipments will be sent to Letterkenny Army Depot and CONUS shipments will be shipped to Sierra Army Depot.

\*\*\* END OF NARRATIVE F0001 \*\*\*

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## CONTRACT ADMINISTRATION DATA

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
|-----------------|-------|------|

|   |                                                      |          |
|---|------------------------------------------------------|----------|
| 1 | 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS | MAY/2013 |
|---|------------------------------------------------------|----------|

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

## COMBO

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

See FAR 52.246-4028

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

Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       | HQ0338                     |
| Issue By DoDAAC           | W56HZV                     |
| Admin DoDAAC              | S2101A                     |
| Inspect By DoDAAC         | S2101A                     |
| Ship To Code              | See Schedule               |
| Ship From Code            | See Schedule               |
| Mark For Code             | See Schedule               |
| Service Approver (DoDAAC) | N/A                        |
| Service Acceptor (DoDAAC) | n/a                        |
| Accept at Other DoDAAC    | Contact ACO                |
| LPO DoDAAC                | N/A                        |
| DCAA Auditor DoDAAC       | N/A                        |
| Other DoDAAC(s)           | See Schedule               |

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

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

daniel.g.stark.civ@us.army.mil

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

DCMA BALTIMORE  
217 EAST REDWOOD STREET  
SUITE 1800  
BALTIMORE, MD 21202-3375

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

(End of clause)

|   |                             |                                                                                                                          |          |
|---|-----------------------------|--------------------------------------------------------------------------------------------------------------------------|----------|
| 2 | 252.204-0005<br>(DFARS PGI) | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE<br>(DFAS) - Line Item Specific: by Cancellation Date | SEP/2009 |
|---|-----------------------------|--------------------------------------------------------------------------------------------------------------------------|----------|

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

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## SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u>                           | <u>Date</u> |
|------------------------|----------------------------------------|-------------|
| 1 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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## (H.1) WARRANTY:

- (1) The warranty period shall start from the day that the item is first delivered and accepted by the Government.
- (2) The contractor shall utilize the PM-SKOT Warranty Web site to process warranty claims and replacement parts covered under this contract.
- (3) Within two (2) business days of a claim submitted under the web site, the contractor shall:
- a. Execute and forward a Warranty Determination to the PM-SKOT Warranty Administrator (USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL). Warranty Determinations shall indicate the basis for coverage or non-coverage.
  - b. Ship the replacement item within 30 days at no additional cost to the Government if the contractor determines the warranty claim is valid.
  - c. Obtain Contracting Officer funding authorization and ship the item based on the contractors unit prices at time of award of the contract if the contractor determines that the warranty claim is not valid.
  - d. Deny the warranty claim if the warranty term has expired.
- (4) Under the PM-SKOT Warranty Web Site program, if the contractor wishes to have the broken/damaged item returned, to any location, it will be at the Contractors expense. The Government shall not pay any costs associated with the shipping of such items.
- (5) The contractor shall monitor the commercial availability of the components provided under this contract to ensure that identical replacement components or approved substitutions (by the Contracting Officer) are available for shipment within two (2) business days of the warranty determination being made.
- (6) The contractor shall communicate to the product users the identity of warranted items via a placard or data plate permanently attached inside the container/tool box. This can be accomplished by attaching either a new placard/data plate or revising the existing one with the PM SKOT information as shown below. The placard/data plate shall include the date of manufacture. Warranty claim contact information for the soldier is as follows:

Enter Warranty Claims at  
Website: <https://tools.army.mil>

OR

Toll Free: 1-877-4-PMSKOT  
(1-877-476-7568)  
DSN 273-3667/COM: (586) 239-3667

Email: \\*HYPERLINK "mailto: USARMY.DETROIT.TACOM.MBX.ILSCQUESTIONS@mail.mil

(7) Disputes: The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract FAR 52.233-1 entitled "Disputes."

(8) Replaced or Repaired Components: Any components corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these components shall expire at the same time as the warranty for the components they replace.

(9) Delays: In no event shall the Government be responsible for any extension or delays in scheduled deliveries under this contract as a result of the contractor's obligations to correct defects, nor shall there be any extension of the delivery schedule as a result of correction of defects.

## (H.2)

The Department of Defense (DOD) the use of a digital certificate for industry partners requiring access to the PM SKOT Warranty and Replacement website. Additional information can be found at: <http://iase.disa.mil/pki/eca/>. If you currently have a Common Access Card, you will be able to access the PM SKOT Warranty and Replacement website without purchasing a certificate through the ECA program. The ECA Certificates can be purchased through three sources: VeriSign, Operational Research Consultants (ORC), or Identrust.

The following URLs provide additional information and links to purchase sources:

<https://eca.verisign.com/>

<http://www.eca.orc.com/>

<http://www.identrust.com/certificates/eca/index.html>

This ECA Certificate purchase information is provided as a convenience to our industry partners and does not constitute endorsement of

|                           |                                                                                                      |                      |
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particular commercial entities by the TACOM Life Cycle Management Command, Product Manager Sets, Kits, Outfits, and Tools (PM-SKOT), the United States Department of the Army, or the Department of Defense. We do not exercise any control over the information you may find at these sites or the security of these sites; responsibility for such remains with the individual companies represented.

\*\*\* END OF NARRATIVE H0001 \*\*\*

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## CONTRACT CLAUSES

|    | <u>Regulatory Cite</u> | <u>Title</u>                                                                                                             | <u>Date</u> |
|----|------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------|
| 1  | 52.203-3               | GRATUITIES                                                                                                               | APR/1984    |
| 2  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER                                                       | MAY/2011    |
| 3  | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/2013    |
| 4  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                                                                             | APR/2008    |
| 5  | 52.212-4               | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS                                                                          | JUN/2013    |
| 6  | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES                                                                               | FEB/1997    |
| 7  | 52.222-40              | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT                                                   | DEC/2010    |
| 8  | 52.223-6               | DRUG-FREE WORKPLACE                                                                                                      | MAY/2001    |
| 9  | 52.227-1               | AUTHORIZATION AND CONSENT                                                                                                | DEC/2007    |
| 10 | 52.232-11              | EXTRAS                                                                                                                   | APR/1984    |
| 11 | 52.232-17              | INTEREST                                                                                                                 | OCT/2010    |
| 12 | 52.242-13              | BANKRUPTCY                                                                                                               | JUL/1995    |
| 13 | 52.244-5               | COMPETITION IN SUBCONTRACTING                                                                                            | DEC/1996    |
| 14 | 52.245-1               | GOVERNMENT PROPERTY                                                                                                      | APR/2012    |
| 15 | 52.245-1               | GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012)                                                                 | APR/2012    |
| 16 | 52.245-9               | USE AND CHARGES                                                                                                          | APR/2012    |
| 17 | 52.248-1               | VALUE ENGINEERING                                                                                                        | OCT/2010    |
| 18 | 52.253-1               | COMPUTER GENERATED FORMS                                                                                                 | JAN/1991    |
| 19 | 252.204-7000           | DISCLOSURE OF INFORMATION                                                                                                | DEC/1991    |
| 20 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                                                                             | APR/1992    |
| 21 | 252.204-7006           | BILLING INSTRUCTIONS                                                                                                     | OCT/2005    |
| 22 | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS                                                                | DEC/1991    |
| 23 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                          | DEC/2006    |
| 24 | 252.223-7008           | PROHIBITION OF HEXAVALENT CHROMIUM                                                                                       | JUN/2013    |
| 25 | 252.225-7001           | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM                                                                             | DEC/2012    |
| 26 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                                                                             | DEC/2012    |
| 27 | 252.225-7005           | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES                                                                      | JUN/2005    |
| 28 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES                                                                              | FEB/2013    |
| 29 | 252.225-7013           | DUTY-FREE ENTRY                                                                                                          | JUN/2012    |
| 30 | 252.225-7015           | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS                                                                    | JUN/2005    |
| 31 | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                                                                   | JUN/2011    |
| 32 | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES                                                                                          | APR/2003    |
| 33 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS                                                          | JUN/2012    |
| 34 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS                                                                                              | DEC/2006    |
| 35 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS                                                                                        | DEC/1991    |
| 36 | 252.245-7003           | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION                                                                     | APR/2012    |
| 37 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT                                                                                 | MAR/2008    |
| 38 | 52.212-5               | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS                       | JAN/2013    |

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251

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note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

\_\_\_ (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

X (ii) Alternate I (Nov 2011) of 52.219-6.

\_\_\_ (iii) Alternate II (Nov 2011) of 52.219-6.

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

X (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

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- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)).
- (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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  X   (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

       (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

       (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

       (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

       (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

       (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

       (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

       (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

       (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

       (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

       (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

       (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

       (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

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

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

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

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

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

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

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

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

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

(End of Clause)

39

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 250;

(2) Any order for a combination of items in excess of 250; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition

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Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

40

52.216-21

REQUIREMENTS

OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Four and one-half years after Contract Award.

(End of Clause)

41

252.216-7006

ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through Three Years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

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42            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) |                    |
| None                   | _____              |
| _____                  | _____              |

(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 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)

43            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:

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## Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_ N/A \_\_\_\_\_, 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)

44            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)

45            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)

46            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

|                           |                                                  |                      |
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N/A

(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)

47            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>

(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]

48            52.216-4021            REQUIREMENTS DEFINITION            JUN/2005  
(TACOM)

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

49            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

|                           |                                                                                                      |                      |
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<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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## LIST OF ATTACHMENTS

| List of Addenda | Title                                             | Date        | Number of Pages | Transmitted By |
|-----------------|---------------------------------------------------|-------------|-----------------|----------------|
| Exhibit A       | CDRL-PRODUCT VERIFICATION TEST (PVT) REPORT       | 02-JUL-2013 | 001             | DATA           |
| Exhibit B       | CDRL-COMMERCIAL MANUALS                           | 02-JUL-2013 | 001             | DATA           |
| Exhibit C       | CDRL-TOOL LOAD SUBSET COMPONENTS                  | 02-JUL-2013 | 001             | DATA           |
| Exhibit D       | CDRL-STORAGE REPORT                               | 02-JUL-2013 | 001             | DATA           |
| Exhibit E       | CDRL-DIGITAL ITEMS                                | 02-JUL-2013 | 001             | DATA           |
| Exhibit F       | REPLACEMENT ITEM COST FOR WARRANTY WEBSITE ORDERS | 26-JUN-2014 | 001             | EMAIL          |
| Attachment 0001 | DESCRIPTION FOR PURCHASE (DFP) ECB 047            | 16-JUL-2014 | 046             | EMAIL          |
| Attachment 0002 | TOOL LOAD SPREADSHEET (PROPRIETARY)               | 26-JUN-2014 | 001             | EMAIL          |

| Regulatory Cite             | Title                  | Date     |
|-----------------------------|------------------------|----------|
| 1 52.204-4500<br>TACOM (RI) | ADDITIONAL ATTACHMENTS | FEB/2012 |

The following documents are hereby attached by reference and may form a part of this acquisition. These documents are available in electronic format on the internet via the link named Standard Solicitation Attachments (ARDEC/ECBC Procurements) at [http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC\\_ECBC.htm](http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC_ECBC.htm). Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)  
See <http://contracting.tacom.army.mil/engr/engrchange.htm>  
1 Pg

Address List ACC-Warren(DTA) and DLA Land Warren  
1 Pg

Data Delivery Description Engineering Change Proposal  
9 Pgs

Data Delivery Description Notice of Revision  
2 Pgs

Data Delivery Description Request for Deviation  
4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)  
2 Pgs

\*Note: Attachment 0003 Replacement Item Cost For Warranty Website Orders is now listed as Exhibit F.

\*\*\* END OF NARRATIVE J0001 \*\*\*

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-----  
A. CONTRACT LINE ITEM NO.: 0051                    D. SYSTEM/ITEM...: Urban Operations Squad Set (UOpSS)  
B. EXHIBIT.....: A                                E. CONTRACT/PR NO.: TBD  
C. CATEGORY.....: Other                            F. CONTRACTOR.....: TBD

- 1. DATA ITEM NO.....: A001  
2. TITLE OF DATA ITEM: Product Verification Test Report  
3. SUBTITLE.....: PVT for Urban Ops Squad Kit  
4. AUTHORITY.....: DI-NDTI-80809B  
5. CONTRACT REFERENCE: Section 4 of Description for Purchase (DFP) ECB 047 and Section E of Solicitation.  
6. REQUIRING OFFICE..: SFAE-CSS-FP-SK  
7. DD250 REQ.....: LT  
8. APP CODE.....: A  
9. DIST. STMT. REQD..: A  
10. FREQUENCY.....: Once  
11. AS OF DATE.....: See #12  
12. DATE OF FIRST SUB.:

The contractor shall submit the Product Verification Test (PVT) Report to the individuals specified in Block 14 below. The PVT report is due within 7 after the completion of testing. The Government will review the PVT and provide feedback to the contractor within 30 days of receipt of the PVT. If updates by the contractor are necessary, they will be due to the Government 15 days after receipt of the feedback.

13. DATE OF SUBS. SUB.: N/A

-----

| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES                                                                                  |
|------------------|---------------|--------------------------------------------------------------------------------------------|
|                  | Sarah Davis   | e-mail <a href="mailto:Sarah.l.davis.civ@mail.mil">mailto:Sarah.l.davis.civ@mail.mil</a>   |
|                  | Daniel Stark  | e-mail <a href="mailto:Daniel.g.stark.civ@mail.mil">mailto:Daniel.g.stark.civ@mail.mil</a> |
|                  |               | Reg            Repro                                                                       |
|                  |               | 1              0                                                                           |
|                  |               | 1              0                                                                           |
|                  | 15. TOTAL:    | 2                                                                                          |

-----

16. REMARKS:  
The Product Verification Test Report shall be in accordance with Section 4 of DFP ECB 047 and Section E of the Solicitation.- The PVT Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each DFP requirement.

-----  
G. PREPARED BY: Dan Stark  
H. DATE 1 April 2013  
DD FORM 1423-E, APR 00

I. APPROVED BY: Dawn Carie  
DATE: 3 Apr 2013  
PAGE 1 OF 2 PAGES

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|                                 |                                                        |
|---------------------------------|--------------------------------------------------------|
| A. CONTRACT LINE ITEM NO.: 0051 | D. SYSTEM/ITEM....: Urban Operations Squad Set (UOpSS) |
| B. EXHIBIT.....: B              | E. CONTRACT/PR NO.: TBD                                |
| C. CATEGORY.....: Other         | F. CONTRACTOR.....: TBD                                |

-----

1. DATA ITEM NO.....: A002
2. TITLE OF DATA ITEM: Commercial Off The Shelf (COTS) Manuals
3. SUBTITLE.....: Technical Manuals
4. AUTHORITY.....: N/A
5. CONTRACT REFERENCE: Section C-Statement of Work for Commercial Items
6. REQUIRING OFFICE..: SFAE-CSS-FP-SK
7. DD250 REQ.....: LT
8. APP CODE.....: A
9. DIST. STMT. REQD..: A
10. FREQUENCY.....: Once, within 45 days of contract award, then as needed if parts change and a modification is necessary.
11. AS OF DATE.....: See Blk 16
12. DATE OF FIRST SUB.: See Blk 16
13. DATE OF SUBS. SUB.: See Blk 16

-----

|                  |                                                                                                                                                     |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|---|---|---|---|
| 14. DISTRIBUTION | A. ADDRESSEES                                                                                                                                       |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  | Army Contracting Command<br>Att: Sarah L. Davis<br>CCTA-HB M.S. 352<br>6501 E. 11 Mile Rd.<br>Warren, MI 48397-5000<br>Sarah.l.Davis.us.army.mil    | B. COPIES                                                                                                                                                                                                                                                                  |     |       |   |   |   |   |
|                  | PM SKOT<br>Att: SAM Engineering-Dan Stark<br>Bldg 302 2nd Floor<br>29661 George Avenue<br>Harrison Township, MI 48045-4941<br>Dan.Stark.us.army.mil |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  |                                                                                                                                                     | <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Reg</td> <td>Repro</td> </tr> <tr> <td style="padding-right: 20px;">1</td> <td>0</td> </tr> <tr> <td style="padding-right: 20px;">1</td> <td>0</td> </tr> </table> | Reg | Repro | 1 | 0 | 1 | 0 |
| Reg              | Repro                                                                                                                                               |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
| 1                | 0                                                                                                                                                   |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
| 1                | 0                                                                                                                                                   |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  | 15. TOTAL:                                                                                                                                          | 2                                                                                                                                                                                                                                                                          |     |       |   |   |   |   |

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16. REMARKS:

Block 12/13: The contractor shall deliver a digital copy of the UOpSS Manual 45 days after contract award. The Government will review the manual and provide comments back to the contractor within 20 days. The contractor shall deliver a revised manual in digital and hardcopy format addressing the Governments comments within 15 days of receipt of the Governments comments.

-----

|                           |                            |
|---------------------------|----------------------------|
| G. PREPARED BY: Dan Stark | I. APPROVED BY: Dawn Carie |
| H. DATE 4/1/13            | DATE: 4/3/13               |

DD FORM 1423-E, APR 00 PAGE 1 OF 2 PAGES

**PIIN/SIIN** W56HZV-15-D-0006

**MOD/AMD**

**ATT/EXH ID** Exhibit B

**PAGE** 2

CONTRACT DATA REQUIREMENTS LIST Form Approval OMB No. 0704-0188

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-----

|                                 |                                                        |
|---------------------------------|--------------------------------------------------------|
| A. CONTRACT LINE ITEM NO.: 0051 | D. SYSTEM/ITEM....: Urban Operations Squad Set (UOpSS) |
| B. EXHIBIT.....: C              | E. CONTRACT/PR NO.: TBD                                |
| C. CATEGORY.....: Other         | F. CONTRACTOR.....: TBD                                |

-----

1. DATA ITEM NO.....: A003
2. TITLE OF DATA ITEM: Tool Kit Subset Components List
3. SUBTITLE.....: Tool Kit Subset for Urban Operations Squad Set
4. AUTHORITY.....: QPL-83507-11 NOT 1
5. CONTRACT REFERENCE: SOW for Excel Spreadsheet for Subset Component items, IAW Section C of Contract
6. REQUIRING OFFICE..: SFAE-CSS-FP-SK
7. DD250 REQ.....: LT
8. APP CODE.....: A
9. DIST. STMT. REQD..: A
10. FREQUENCY.....: Once, within 45 days of contract award, then as needed if parts change and a modification is necessary.
11. AS OF DATE.....: See #12 below
12. DATE OF FIRST SUB.:

The contractor shall submit the complete list of the tool kit subset components within 45 days of the contract award to the individuals specified in Block 14 below.

13. DATE OF SUBS. SUB.: N/A

-----

|                  |                                    |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|---|---|---|---|
| 14. DISTRIBUTION | A. ADDRESSEES                      | B. COPIES                                                                                                                                                                                                                                                                  |     |       |   |   |   |   |
|                  | mailto:Sarah.l.davis.civ@mail.mil  |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  | mailto:Daniel.g.stark.civ@mail.mil |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  |                                    | <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Reg</td> <td>Repro</td> </tr> <tr> <td style="padding-right: 20px;">1</td> <td>0</td> </tr> <tr> <td style="padding-right: 20px;">1</td> <td>0</td> </tr> </table> | Reg | Repro | 1 | 0 | 1 | 0 |
| Reg              | Repro                              |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
| 1                | 0                                  |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
| 1                | 0                                  |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  | 15. TOTAL:                         | 2                                                                                                                                                                                                                                                                          |     |       |   |   |   |   |

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16. REMARKS:

THE CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF THE TOOL KIT COMPONENT AND SUBSET COMPONENTS ELECTRONICALLY TO THE PERSONNEL LISTED IN BLOCK 14. THE LIST SHALL INCLUDE THE FOLLOWING FOR EACH COMPONENT: DFP PARAGRAPH NUMBER, NOMENCLATURE, CAGE CODE, PART NUMBER/NSN, UNIT OF ISSUE, QUANTITY, AND WARRANTY. THE FORMAT SHALL BE A MICROSOFT EXCEL SPREADSHEET (SEE SOW FOR EXAMPLE). THE LISTED INFORMATION MUST BE CONSISTENT THROUGHOUT THE ENTIRE DATA SET.

THE TOOL KIT SUBSETS WITH DFP REFERENCE ARE AS FOLLOWS:

- 3.16.4. Camera, Scope Thermal Image
  - 3.16.8. Headset
  - 3.16.13. Ladder, Kit, Urban Assault
  - 3.16.18. Set, Marker, Paint Stick
  - 3.16.21. Shield, Ballistic
  - 3.16.22. Kit, Rappelling
  - 3.16.25. Tool Set, Breaching
  - 3.16.28. Saw Kit, Breaching
-

**PIIN/SIIN** W56HZV-15-D-0006

**MOD/AMD**

**ATT/EXH ID** Exhibit C

**PAGE** 2

G. PREPARED BY: Dan Stark

H. DATE 1 April 3013

DD FORM 1423-E, APR 00

I. APPROVED BY: Dawn Carie

DATE: 3 APR 2013

PAGE 1 OF 2 PAGES

CONTRACT DATA REQUIREMENTS LIST Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.: 0041-0043 D. SYSTEM/ITEM...: Urban Operations Squad Set (UOpSS)  
B. EXHIBIT.....: D E. CONTRACT/PR NO.: TBD  
C. CATEGORY.....: Other F. CONTRACTOR.....: TBD

- 1. DATA ITEM NO.....: A004
- 2. TITLE OF DATA ITEM: Squad Set Storage Report& Grace Period Termination
- 3. SUBTITLE.....: Storage Report for Urban Operations Squad Set
- 4. AUTHORITY.....: QPL-83507-11 NOT 1
- 5. CONTRACT REFERENCE: SOW for Storage, IAW Section C of Contract
- 6. REQUIRING OFFICE..: SFAE-CSS-FP-SK
- 7. DD250 REQ.....: LT
- 8. APP CODE.....: A
- 9. DIST. STMT. REQD..: A
- 10. FREQUENCY.....: 1. Storage Report: Once per month as long as squad sets are in storage at contractor facility.  
2. Grace Period Termination Date Notification: Minimum of once per month per grace period.
- 11. AS OF DATE.....: See #12 below
- 12. DATE OF FIRST SUB.: 1. Storage Report: The contractor shall submit a complete storage report within 15 days of the start of storing Urban Operations Squad sets to the individuals specified in Block 14 below.  
2. Grace Period Termination Date Notification: The contractor shall notify the individuals in Block 14 below 15 days prior to the termination of a grace period.
- 13. DATE OF SUBS. SUB.: N/A

14. DISTRIBUTION A. ADDRESSEES B. COPIES

Sarah Davis: e-mail-Sarah.l.davis.civ@mail.mil

Daniel Stark: e-mail-Daniel.g.stark.civ@mail.mil

Karrie Charbonneau: e-mail-karrie.a.charbonneau.civ@mail.mil

|            |     |       |
|------------|-----|-------|
|            | Reg | Repro |
|            | 1   | 0     |
|            | 1   | 0     |
| 15. TOTAL: | 2   |       |

16. REMARKS:

THE CONTRACTOR SHALL SUBMIT A STORAGE REPORT ELECTRONICALLY TO THE PERSONNEL LISTED IN BLOCK 14. THE LIST SHALL INCLUDE THE FOLLOWING SQUAD SET SERIAL NUMBERS, ASSOCIATED DELIVERY ORDERS, STORAGE START DATE AND GRACE PERIOD END DATE FOR EACH SET. THE FORMAT SHALL BE IN A MICROSOFT EXCEL SPREADSHEET. THE LISTED INFORMATION MUST BE CONSISTENT THROUGHOUT THE ENTIRE DATA SET. GRACE PERIOD TERMINATION DATES SHALL BE FORWARDED IN A MICROSOFT EXCEL SPREADSHEET, VIA EMAIL, TO THE PERSONNEL IN BLOCK 14 ABOVE 15 DAYS PRIOR TO THE GRACE PERIOD ENDING.

G. PREPARED BY: Dan Stark I. APPROVED BY: Dawn Carie  
H. DATE 14 May 2013 DATE: 16 May 2013  
DD FORM 1423-E, APR 00 PAGE 1 OF 2 PAGES

**PIIN/SIIN** W56HZV-15-D-0006

**MOD/AMD**

**ATT/EXH ID** Exhibit D

**PAGE** 2

CONTRACT DATA REQUIREMENTS LIST Form Approval OMB No. 0704-0188

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-----  
 A. CONTRACT LINE ITEM NO.: 0051 D. SYSTEM/ITEM....: Urban Operations Squad Set (UOPPS)  
 B. EXHIBIT.....: E E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: Other F. CONTRACTOR.....: TBD  
 -----

1. DATA ITEM NO.....: A005
2. TITLE OF DATA ITEM: Digital Images -Color Photograph Prints
3. SUBTITLE.....: Digital Images for UOpSS
4. AUTHORITY.....: DIS-MISC-80192 See also Block 16
5. CONTRACT REFERENCE: SOW for Digital Images, IAW Section C of Contract
6. REQUIRING OFFICE..: PM SKOT
7. DD250 REQ.....: LT
8. APP CODE.....: A
9. DIST. STMT. REQD..: A
10. FREQUENCY.....: Once
11. AS OF DATE.....: The contractor shall provide digital images to the Government 30 days after Product Verification test approval.
12. DATE OF FIRST SUB.: The Government will review the digital images and provide feedback to the contractor within 15 days of receipt of all digital images. The contractor shall incorporate the Governments recommended changes into the digital images and resubmit to the Government NLT 15 days after receipt of Government recommended changes.
13. DATE OF SUBS. SUB.: N/A

-----

|                  |                                  |           |       |
|------------------|----------------------------------|-----------|-------|
| 14. DISTRIBUTION | A. ADDRESSEES                    | B. COPIES |       |
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|                  | 6501 E. 11 Mile Rd.              |           |       |
|                  | Warren, MI 48397-5000            | DRAFT     | FINAL |
|                  | PM SKOT                          |           |       |
|                  | Att: SAM Engineering-Dan Stark   |           |       |
|                  | Bldg 302 2nd Floor               |           |       |
|                  | 29661 George Avenue              |           |       |
|                  | Harrison Township, MI 48045-4941 |           |       |
|                  |                                  | Reg       | Repro |
|                  |                                  | 1         | 0     |
|                  |                                  | 0         | 0     |
|                  |                                  | 1         | 0     |
|                  | 15. TOTAL:                       | 2         |       |

-----  
 16. REMARKS:  
 The contractor shall provide two copies of the digital images to the Government: One copy shall be delivered to the PCO, the second copy shall be provided to the SAM as listed in Box 14. Both copies shall be on a CD ROM. The Contractor shall provide a copyright release letter to the PCO along with the digital images on or before the date the digital images are delivered. The copyright release letter shall state that all photos required by CDRL A005 may be used and distributed in a public forum.

-----  
G. PREPARED BY: Dan Stark  
H. DATE 1 April 2013

I. APPROVED BY: Dawn Carie  
DATE: 3 Apr 2013

DD FORM 1423-E, APR 00

PAGE 1 OF 1 PAGES