

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A4	PAGE OF PAGES 1   49	
2. CONTRACT NO. W911RQ-09-D-0006-P00004		3. SOLICITATION NO. W911RQ-08-R-0013		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 26 Aug 2008	
7. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 JAMES CARLOW DRIVE BLDG 431 TEXARKANA TX 75507-5000		CODE W911RQ		8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE	
TEL: FAX:				TEL: FAX:			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in RRAD, Contracting Bldg. 431 until 05:00 PM local time 14 Oct 2008  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LEOLA THREADGILL	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 903-334-2330	C. E-MAIL ADDRESS leola.threadgill@us.army.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		Net 30 Days	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR BADGER TRUCK CENTER, INC JOHN MARK LEVERITT II 2326 W SAINT PAUL AVE MILWAUKEE WI 53233-2522		CODE 06YZ5	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JOHN MARK LEVERITT II / PARTS & SERVICE	
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15B. TELEPHONE NO (Include area code) 414-852-5170 / 262-754-8849	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$72,143,523.42	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) LEOLA LIGGINS PHONE: 903-334-2330 FAX: 903-334-2541 LEOLA.LIGGINS@US.ARMY.MIL TEXARKANA TX 75507-5000		25. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316	CODE HQ0303
26. NAME OF CONTRACTING OFFICER (Type or print) JOYCE M. BROWN TEL: 903-334-4605 EMAIL: joyce.brown4@us.army.mil		27. UNITED STATES OF AMERICA <i>Joyce M. Brown</i> (Signature of Contracting Officer)	28. AWARD DATE 17-Nov-2008

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	M916/ M920 TRUCK KITS	41	Kit	\$112,405.70	\$4,608,633.70

M916/ M920 TRUCK KITS  
FFP

This is a requirements type contract, Base and three (3) Option Years, for the use by Red River Army Depot (RRAD) Only.

This requirement is rated DO-A4.

No guaranteed minimum or maximum quantities to be ordered for the disassembly of the M916 / M920 Truck Tractor Kits. Kits are to be provided in accordance with the Scope of Work (SOW), see Section C 52.000-4050 for SOW, and Certificate of Conformance (COC).

This contract will encompass a joint rebuild process between the contractor and RRAD. All vehicles provided to the contractor will be provided by US Army Reserve Command as Government Furnished Equipment (GFE) between USARC and the contractor. The Kits will be assembled, tested and delivered by the contractor in accordance with this statement of work (SOW). All work completed as part of the rebuild process must meet or exceed the requirements of USARC M916/ M920 SOW. The rebuild process is a performance oriented process. If allowed by USARC M916/ M920 SOW and after inspection by the contractor, an existing component is found to be functional and not requiring replacement or repair, the existing component will be reinstalled. Components that require replacement or repair 100% of the time are followed by the word Mandatory in the SOW. All filters will be replaced 100% and provided by the contractor. Since each vehicle may require somewhat different levels of remanufacturing minor variations in the Kits is acceptable; however, all items listed as mandatory are mandatory for every Kit. The COC is required with each shipment verifying the material conforms to the requirements of this contract.

The resulting contract will contain DFARS Clause 252.211-7003, Item Identification and Valuation (June 2005). The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for All delivered items for which the Governments unit acquisition cost is \$5,000 or more or any other item identified in the solicitation.

Period of Performance (POP) 12 months. DELIVERY: 60 DAYS ARO

Funds will be obligated by the issuance of Delivery Orders.  
PCN: Q01R5D CC: 5MA40

POC: Morris Raulston 903-334-2908 or Jason Kahler 903-334-4256.

FOB: Destination

NSN: 2320-01-125-2640

MILSTRIP: A5MA4071830002

PURCHASE REQUEST NUMBER: A5MA4071830002

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ESTIMATED  
NET AMT

\$4,608,633.70

ACRN AA \$0.00  
CIN: A5MA40718300020001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	M916/ M920 TRUCK KITS FFP BASE YEAR	106	Kit	\$120,205.70	\$12,741,804.20

This requirement is rated DO-A4.

No guaranteed minimum or maximum quantities to be ordered for the disassembly of the M916 / M920 Truck Tractor Kits. Kits are to be provided in accordance with the Scope of Work (SOW), see Section C 52.000-4050 for SOW, and Certificate of Conformance (COC).

Period of Performance (POP) 12 months. DELIVERY: 60 DAYS ARO  
Funds will be obligated by the issuance of Delivery Orders.  
PCN: Q01R5D CC: 5MA40  
POC: Morris Raulston 903-334-2908 or Jason Kahler 903-334-4256.  
FOB: Destination  
NSN: 2320-01-125-2640  
MILSTRIP: A5MA4071840003  
PURCHASE REQUEST NUMBER: A5MA4071840003

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ESTIMATED NET AMT \$12,741,804.20

ACRN AA \$0.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	FRAMES (DO 0002) FFP PAY VENDOR DIFFERENCE FOR BALANCE DUE FOR 15 EACH FRAMES FOR M916/M920 KITS. FOB: Destination MILSTRIP: A5191010221214 PURCHASE REQUEST NUMBER: A5191010221214	1	Lot	\$117,000.00	\$117,000.00
					\$117,000.00
					ESTIMATED NET AMT
ACRN AB					\$0.00
CIN: A51910102212140003					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 EXERCISED OPTION	M916/ M920 TRUCK KITS FFP 1ST OPTION YEAR FOB: Destination NSN: 2320-01-125-2640 MILSTRIP: A5MA4071830007 PURCHASE REQUEST NUMBER: A5MA4071830007	147	Kit	\$121,707.08	\$17,890,940.76
					\$17,890,940.76
					ESTIMATED NET AMT
ACRN AA					\$0.00
CIN: A5MA40718300071001					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 EXERCISED OPTION	M916/ M920 TRUCK KITS FFP 2ND OPTION YEAR FOB: Destination NSN: 2320-01-125-2640 MILSTRIP: A5MA4071830008 PURCHASE REQUEST NUMBER: A5MA4071830008	147	Kit	\$124,226.00	\$18,261,222.00
ESTIMATED NET AMT					\$18,261,222.00
ACRN AA CIN: A5MA40718300082001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 EXERCISED OPTION	M916/ M920 TRUCK KITS FFP 3RD OPTION YEAR FOB: Destination NSN: 2320-01-125-2640 MILSTRIP: A5MA4071830009 PURCHASE REQUEST NUMBER: A5MA4071830009	147	Kit	\$126,013.08	\$18,523,922.76
ESTIMATED NET AMT					\$18,523,922.76
ACRN AA CIN: A5MA40718300093001					\$0.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
147.00	\$13,000,000.00	147.00	

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
1001		\$		\$
2001		\$		\$
3001		\$		\$

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

52.000-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**DOCUMENTS**

LO 9-2320-273-12

TB 43-0209

TB 73-0213 (Rust)

TM 9-2320-273-10 (Change 3, Operators Manuals)

TM 9-2320-273-20 (Change 1, Organizational Manuals)

TM 9-2320-273-24P

TM 9-2320-273-34

TM 9-2815-225-34

TM 9-2610-200-14

TM 9-2610-200-24

**NOTE** – All items will/must be provided in strict accordance with SOW. Latest tech data revisions apply.

**SCOPE OF WORK**

1. General: This contract will encompass a joint rebuild process between the contractor and Red River Army Depot (RRAD). All vehicles provided to the contractor will be provided by US Army Reserve Command as Government Furnished Equipment (GFE) between USARC and the contractor. RRAD will purchase the disassembled trucks in the form of Kits from the successful contractor. The contractor will disassemble and rebuild the M916 or M920 vehicle components listed below. The components, called Kits, will be delivered to RRAD. The Kits will be assembled, tested and delivered by the contractor in accordance with this statement of work (SOW). All work completed as part of the rebuild process must meet or exceed the requirements of USARC M916/ M920 SOW. The rebuild process is a performance oriented process. If allowed by USARC M916/ M920 SOW and after inspection by the contractor, an existing component is found to be functional and not requiring replacement or repair, the existing component will be reinstalled. Components that require replacement or repair 100% of the time are followed by the word – “Mandatory” in the SOW. All filters will be replaced 100% and provided by the contractor. Since each vehicle may require somewhat different levels of remanufacturing minor variations in the Kits is acceptable; however, all items listed as mandatory are mandatory for every Kit.

## 2. Kits:

## (a). Cab Kit:

- (1) Driver seat will be new. Seat to be same as 915A3 seat, NSN: 2540-01-442-6101, Part Number: 1239101002. (Mandatory).
- (2) Passenger seat must have been recovered, or replaced if unserviceable. (Mandatory)
- (3) Storage box must have been repaired, or replaced if unserviceable. (Mandatory)
- (4) Steering column, dash panel and main wiring harness, heater box, shift tower and all interior panels must have been removed from the kit. If excess the contractor should dispose of these items at no cost to RRAD.
- (5) Windshields, vent windows, door glass, and rear sliding window must have been removed. If new items are required, the contractor shall dispose of those removed at no cost to the depot.
- (6) Clearance lights, cab roof wiring harness, firewall insulation, air system valves accelerator pedal, foot switch for engine brake, headlight dimmer switch, and all fittings in fire wall must have been removed. Any items not reused will be disposed of by contractor.

- (7) Driver and passenger door must have been repaired to include repairing or replacing door latches and hinges, replacing any broken hardware as required, repairing or replacing window regulator. Doors must have been sand blasted and primed for paint. Doors will be completely functional as if new (zero miles zero hours).
- (8) Keys. Doors and ignition will be keyed alike and 3 sets of keys provided.
- (9) Any damaged section of cab must have been repaired or replaced prior to delivery. Dash sub frame structure is to be a Mandatory replacement part.
- (10) Cabs must be rust-proofed in accordance with TB 43-0213.
- (11) Cabs must have been sandblasted and primed for CARC paint to include cab mount supports **outside** of cab.
- (12) Install new supports for new drivers' seats. (Mandatory)
- (13) Apply Rhino lining (or similar coating) to the bottom of the cab, cab floor and back of cab to bottom of rear window. (Mandatory). If the offeror proposes a coating other than Rhino brand, descriptive literature must be provided for review and acceptance by the contracting officer prior with the offerors proposal. No other coating is acceptable without Government approval.
- (14) Dash panel will be provided with all gauges, dash panels, and the main wiring harness **replaced with** new (Mandatory). The cab will be complete ready for installation.
- (15) The Cab will be free of rust. (Mandatory)
- (16) There will be no damaged hardware. (Mandatory)
- (17) All switches and control valves will have been repaired or replaced and functioning as if new.
- (18) Windshield wiper motor, wiper transmission, connecting arms, washer bottle and pump will function as new. Dash panel must work as new (zero miles zero hour condition).
- (19) Rebuilt dash must have been installed in cab prior to delivery. (Mandatory)
- (20) Steering wheels will have been replaced 100%. (Mandatory)
- (21) Foot valves will have been replaced 100%. (Mandatory)
- (22) Replace brake relay valve, trailer and service parking brake control valve low air buzzer and switch. (Mandatory)
- (23) New air fittings and new insulation must have been installed in fire wall. (Mandatory).
- (24) Heater control box, defroster motor, and control, cables will be repaired or replaced as well as ducting. Heater box will perform as new. (Mandatory)
- (25) New cab roof harness (Mandatory), new cab clearance lights as required must have been installed. New interior panels must have been installed. (Mandatory)
- (26) Dome lights and map lights must function as new.
- (27) Mounting bracket and rotating beacon light must be repaired, added, or replaced.
- (28) All gaskets will be new. (Mandatory)
- (29) All seats, storage box, and all remaining interior cab parts will have been installed.
- (30) All glass will be replaced with new. (Mandatory)
- (31) Rebuilt doors will have been installed.
- (32) Inspect and repair as required air horn and control valve with new air line.
- (33) Steering column components will be functional as if new.
- (34) Wiper arms will be functional and rust free as if new. Wiper blades will be new. (Mandatory)
- (35) Defogger fans will be replaced with new. (Mandatory)
- (36) Electrical and air systems must be tested prior to returning to RRAD and perform as required at time of delivery. (Mandatory)
- (37) All mirrors will be provided by the contractor and installed on cab prior to retuning to RRAD. All mirrors will be free from defects at delivery.
- (38) Manual Tachograph will be replaced with electronic Tachograph. (Mandatory)
- (39) All data plates and labels will be replaced. (Mandatory)
- (40) All electronic as well as all hardware for the operating of the vehicle utilizing the Allison SP4700 Transmission will be installed in the cab prior to the retuning to RRAD.

Upon completion all cabs will be functional as zero miles zero hour assemblies, ready for installation on the chassis at RRAD.

b. Allison Transmission kit:

- (1) This kit will consist of a New Allison SP4700 Automatic Transmission and all required transmission lines for installation at RRAD. The transmission will have been connected to the engine and delivered to RRAD. (Mandatory)
- (2) This kit will include all electronic parts and wiring necessary for the vehicle to function as new.
- (3) This kit will include all required hardware to mount and operate the vehicle.
- (4) This kit will include a coolant system necessary for the vehicle to operate as new.
- (5) Installation of the Allison SP4700 Automatic Transmission, and required parts to operate the vehicle as new, are not to alter the physical location of mating components in the power train system such as transfer case, engine, front axle, cab etc. Engineering documentation may be required prior to award for verification and approval of transmission installation.
- (6) Power Take Off will be supplied capable of providing vehicle performance as intended when vehicle was new. Customer must approve PTO prior to installation. (Mandatory)

c. Suspension Kit Front and Rear:

(1) Front Suspension

- (a) Will have been removed during disassembly of vehicle.
- (b) Spring hangers will have been inspected and repaired or replaced as required by OEM standards.
- (c) Spring connectors and pins will have been inspected and repaired or replaced as required by OEM standards.
- (d) Steering knuckles and spindles will have been inspected and repaired or replaced as required by OEM standards.
- (e) Front springs will be repaired or replaced as required by OEM Standards.
- (f) All tie rods **ends** will have been replaced 100%.
- (g) All rubber components will have been replaced 100%.
- (h) Axle and spring assembly will have been reinstalled on the frame.
- (i) Hubs will have been inspected and repaired or replaced as required by OEM standards.
- (j) Wheel bearings will have been replaced and packed with GAA grease. (Mandatory)
- (k) Hubs will have been assembled and installed on the axle using new wheel seals. (Mandatory) and new gasket and wheel cap (Mandatory). Bearing preload will have been set per OEM specifications.
- (l) If equipped, all shocks will be replaced with new. (Mandatory)
- (m) Drag link will be inspected and repaired or replaced as required, drag link boots will be replaced 100% (Mandatory)
- (n) Power steering assist ram will be resealed or replaced and reinstalled on the vehicle prior to returning to RRAD.

(2) Rear Suspension

- (a) Rear suspension will have been removed during disassembly of vehicle.
- (b) Spring hangers and pads will have been inspected and repaired or replaced as required by OEM specifications.
- (c) Rear spring assemblies will have been inspected and repaired or replaced as required by OEM specifications.
- (d) New U-bolts, washers, **overload bumpers** and bolts will have been used to install the rear suspension on the frame. (Mandatory)
- (e) Suspension will have been reinstalled and adjusted using OEM specifications.
- (f) Equalizer beams will have been removed; bushings replaced (Mandatory) and will have been reinstalled using new adapters in the axle mounting brackets.
- (g) Saddle caps will have been inspected and repaired or replaced as required by OEM standards.
- (h) Rear suspension and axles will have been reinstalled on frame using new flange frame bolts. (Mandatory)

- (i) If equipped, all shocks will be replaced with new. (Mandatory)

Front and rear suspension will be in zero miles zero hours condition upon completion of work prior to reinstallation of frame.

d. Engine Modification Kit and Dyno Test:

- (1) Engine will be visually inspected for defects prior to installation on dyno for testing.
  - (a) An engine oil sample will have been taken after warm up and at the end of Dyno test, tagged and identified to each specific engine. Engine oil sample will have been tested at an Army approved laboratory and the results will be provided as part of the engine kit. (Mandatory)
  - (b) Rod and main bearings will have been replaced 100%. (Mandatory)
  - (c) Starters will have been rebuilt or replaced with new 100%. (Mandatory)
  - (d) Engines will have new valve cover gaskets, oil pan gaskets, front and rear crank seals, new thermostats and gaskets, coolant lines, coolant shut off valve, and new drive belts (Mandatory) prior to installation on dyno for testing.
  - (e) Exhaust manifold expansion rings will have been replaced 100%.
  - (f) Oil and filter will be new for testing with an oil sample taken after testing. (Mandatory) Army Oil Analysis history should be with the vehicle when the Contractor receives it for disassembly. If available this history will be provided to Red River Army Depot as part of the engine kit. If no history is available the contractor will annotate the shipping document to indicate no history is included.
  - (g) Engine wiring harness will have been replaced with new. (Mandatory)
  - (h) Engine will perform as required by TM 9-2815-225-34. A record of dyno results indicating test parameters and engine acceptable test results will be furnished with each engine kit with minimum horse power rating of 400 hp. Engines not meeting this spec will be repaired using OEM specification for repair. RRAD assumes that the contractor has been provided with a serviceable engine. If the contractor incurs expenses over and above those required by this SOW they may be presented to USARC for discussion and resolution. RRAD does not assume liability for these costs as this contract will be for a firm fixed price.
  - (i) Sending units and switches will have been inspected and replaced as required per OEM specification with the exception that oil pressure sending and water temperature sending switches will have been replaced 100%. (Mandatory)
  - (j) Engine will be free from fluid leaks including but not limited to water pump, turbo, and oil cooler housing.
  - (k) Engine will be mated to a **new Allison SP4700** transmission and mounted on stand when delivered to RRAD. (Mandatory)
  - (l) Engine starter will be removed and rebuilt to OEM specifications or replaced. (Mandatory)
  - (m) Repair or replace fan clutch per OEM standards.
  - (n) Inspect power steering pump and repair or replace as required.
  - (o) **Engine oil pressure will meet the minimum oil pressure standards as outlined in the TM. Reflect pressures on DYNO Run sheets.**

e. Rear Drive Kit:

- (1) Both Front drive axle and both rear differentials will have been removed and disassembled for inspection and repaired or replaced per OEM specification.
- (2) All seals and bearing will have been replaced. (Mandatory)
- (3) All thrust washers will have been replaced. (Mandatory)
- (4) All lock out units will have been disassembled and repaired or replaced per OEM specification.
- (5) Both front and rear differentials will resemble zero mile zero hour condition upon completion of inspection and overhaul, and reinstalled in axle housings. (Mandatory)

- (6) Axle shafts will have been inspected and replaced per OEM specifications.
- (7) Hub assemblies will have been removed, inspected and repaired or replaced per OEM specifications.
- (8) All torque rods will have been replaced 100%.
- (9) Wheel bearings will have been replaced. (Mandatory)
- (10) Wheel seals will have been replaced. (Mandatory)
- (11) Breathers will have been inspected and replaced per OEM specification.
- (12) Axle housings will have been inspected and repaired or replaced per OEM specifications.
- (13) Axle housings will have been reinstalled to frame prior to shipment to RRAD.
- (14) All u-joints will be replaced with new. (Mandatory)

f. Transfer case Kit:

- (1) Transfer case will be disassembled and rebuilt to OEM standards. (Mandatory)
- (2) All bearing will be replaced. (Mandatory)
- (3) All gaskets and seals will be replaced. (Mandatory)
- (4) Transfer case will be mounted **in frame** for delivery to RRAD
- (5) Oil cooler, and cooler lines for Transfer case will be repaired or replaced as required. All will be packaged for return to RRAD
- (6) All u-joints will be replaced as new. (Mandatory)

g. Complete brake Kit:

- (1) Front and rear brakes will have been inspected and repaired or replaced as required by OEM specifications.
- (2) Drums will have been resurfaced or replaced as required by OEM specifications. Mandatory
- (3) Brake shoes, springs, rollers, and pins will have been replaced 100%. Mandatory
- (4) "S" cam, tube, bushings, slack adjusters will have been inspected and replaced as required by OEM specifications.
- (5) Brake chambers will have been replaced 100%. Mandatory
- (6) Brakes will have been reinstalled on axle prior to shipment to RRAD.
- (7) New color coded air line will be supplied to RRAD as kit to be used for frame reassembly. New safety valve, check valves, relay valve, tractor protection valve, proportioning valve, QR1 valves and T filling will also be included in kit. Mandatory
- (8) All air tanks will be replaced with new. (Mandatory)

h. 5th Wheel kit and roller kits:

- (1) 5th wheel assembly will have been removed during disassembly.
- (2) 5th wheel plate will have been removed from slide plate, cleaned and inspected and repaired or replaced as required by OEM specifications.
- (3) Locking jaws of each 5th wheel will receive the appropriate rebuild kit and have been reinstalled on the system. (Mandatory)
- (4) The slide plate (if equipped) will have been inspected and repaired or replaced as required by OEM specifications.
- (5) Slide lock cylinder (If equipped) will have been inspected and repaired or replaced as required by OEM specifications.
- (6) **If equipped**, air line for shift cylinder will have been replaced
- (7) 5th wheel will have been reassembled and reinstalled on frame using new flange frame bolts. (Mandatory)
- (8) Replace or repair 5th wheel ramps/slides as required.
- (9) Replace or repair roller as required.

i. Rear Winch Assembly Kit:

- (1) Replace winch with new winch, NSN 3950-01-329-9771. New winch will be mounted to the same platform as old winch. An approved winch must be determined by customer. (Mandatory)
- (2) Inspect and repair or replace as required oil reservoir. (Mandatory) **If oil reservoir is reused,**

**internal strainer element must be cleaned and operating as new.**

- (3) Remove and repair or replace winch platform (Mandatory)
- (4) Remove and repair or replace winch control panel and controls. (Mandatory)
- (5) Package and prepare to ship all components to RRAD
- (6) Include all labels with kit for installation at RRAD
- (7) Internal hydraulic filter in reservoir will be serviced prior to returning to RRAD

## j. Pusher Axle Kit:

- (1) Replace all controls and valves and bushings. (Mandatory)
- (2) Replace air bags. (Mandatory)
- (3) Replace all brake shoes and hardware. (Mandatory)
- (4) Reinstall on frame for shipment to RRAD (Mandatory)

k. Disassembly: All items mandatory. This kit is used to facilitate payment for the disassembly of the truck in order to rebuild and provide the kits. Items (5)-(8) would not normally be considered as disassembly; however, for the purposes of payment under this contract all pricing for these items is to be included in the disassembly charge.

Disassembly includes:

- (1) Perform functional inspection to determine proper operation of engine, engine brake, transmission, differential lock, service brakes, and parking brake. Inspect light systems, running lights, head lights, turn signals, clearance lights, brake lights, blackout lights, dash lights, warning lights, map lights, and dome light. Inspect operation of air horn, windshield wipers and washers; inspect 5th wheel slide and locking jaws to determine wear. Inspect driver and passenger doors latches, windows, rear window and guard, window defogger's fans; inspect steering system, pintle hook, hood support and catches, battery box and cover, gauges, dash panels. Testing method is up to the contractor provided the analysis is done to determine suitability of the truck at the time of receipt. Passenger seat operation and storage box latches and doors.
- (2) Disassemble the vehicle so as to rebuild/repair/replace all parts necessary to build the kits described in this SOW.
- (3) Dispose of all fluids and waste in accordance with state and federal regulations.
- (4) Crate and ship all body parts and components required to reassemble the vehicle at RRAD.
- (5) Bumpers will have been replaced 100%.
- (6) Contractor will be required to match all tires and replacement will be required if tires have less than 3/8 tread wear. If required, new tires will be provided as GFE and installed by the contractor.
- (7) Sand blasting, priming and painting of frame, hubs and drums, pusher axle, winch platform, etc prior to shipment to RRAD.
- (8) Contractor will provide complete new wiring harnesses for each harness on the vehicle. The roof, main and engine harness were mentioned with each kit. The fender light harnesses and rear chassis harness are also to have been included with each vehicle.
- (9) Tire Requirement: IAW TM 9-2610-200-14 and IAW TM 9-2610-200-24
- (10) Battery boxes are to be repaired to like new condition or replaced as required.

## 3. Additional Requirements:

- (a) All assemblies will be shipped dry.
- (b) All freight of parts and assemblies including frame will be shipped FOB Destination.
- (c) Contractor will provide a bill of material for every kit provided on every vehicle worked. This kit will identify mandatory replacement parts, parts manufactured and proprietary to Contractor, as well as any other part used to complete the kits provided. **Starting with FY08 production, all Inner and outer frame rails will be replaced 100%.**
- (d) Contractor must provide on-site technical assistance during the assembly of the first two or three vehicles.
- (e) Contractor will provide rebuild data plates at no additional cost to the program for configuration control. Data plates will include National Stock Number, Serial Number, and any additional information

that is included on the existing M916 or M920 vehicle data plate.

(f) Warranty. Contractor will provide a one year warranty covering all remanufactured components. The transmission will carry this warranty as long as the radiator and external transmission cooler is replaced or flushed in accordance with OEM or Military Specification. Contractor warrants all work performed in accordance with this SOW. Warranty will include repair or replacement of defective items by the contractor at no cost to the Government.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## 52.247-4000 PACKING AND MARKING

Material shall be packed, packaged, and marked as follows:

- ( ) Non Specification Item
  - (a) Material to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source to destination. Package and pack shall conform to the applicable carrier rules, regulations, and tariffs and may be the industry standard commercial practice.
  - (b) All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability.
    - (i) Federal Stock Number and/or Manufacturer's Part Number.
    - (ii) Noun nomenclature.
    - (iii) Quantity and unit of issue.
    - (iv) Contract:
    - (v) Requisition:
    - (vi) Mark for Bldg:
    - (vii) Ship To:

Morris Raulston  
Production Management Division  
Bldg. 499 Receiving Department  
100 Main Drive  
Texarkana, TX 75501-5000

- (c) Exterior shipping containers shall contain a packing list or other documentation setting forth contents.
- ( ) Specification Item
  - (a) \_\_\_\_\_
  - (b) All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability.
    - (i) Federal Stock Number and/or Manufacturer's Part Number.
    - (ii) Noun nomenclature.
    - (iii) Quantity and unit of issue.
    - (iv) Contract:
    - (v) Requisition:
    - (vi) Mark for Bldg:
    - (vii) Ship To:
  - (c) Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

## CLAUSES INCORPORATED BY FULL TEXT

52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS  
(Sep 2001) (TACOM)

All non-manufactured coniferous wood used in packaging, packing, palletization/unitization, skids, or internal blocking/bracing shall be constructed from Heat Treated (HT) [so that the core temperature of each piece of treated wood will reach 56 degrees Centigrade for 30 minutes (56/30)] material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides. All non-manufactured, non-coniferous wood shall be marked "NC." When a mixture of coniferous and non-coniferous wood packing is used in a box or pallet, the complete assembly shall be heat treated.

#### 52.247-4049 PACKAGING & MARKING

Material is to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source to destination. Package and pack shall conform to the applicable carrier rules, regulations and tariffs and may be the industry standard commercial practice. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation,

packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(End of clause)

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot  
Texarkana, Texas

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 17-NOV-2008 TO 16-NOV-2009	N/A	RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 903-334-3818 FOB: Destination	W45G18
0002	POP 17-NOV-2009 TO 18-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
0003	21-JUL-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
1001	POP 17-NOV-2009 TO 16-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
2001	POP 17-NOV-2010 TO 16-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
3001	POP 17-NOV-2011 TO 16-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997) - ALTERNATE I (APR 1984).

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

**Delivery will be made at a rate of 5 trucks per week beginning 45 days after the issuance of a delivery order.**

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

**Delivery will be made at a rate of 4 trucks per week beginning 60 days after the issuance of a delivery date. Trucks provided will be completed and delivered for acceptance within 4 working days of pickup by the contractor.**

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

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(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by **October 2008**. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of Clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

**10** Percent Increase

**10** Percent Decrease

This increase or decrease shall apply to all line items.

(End of Clause)

52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.

F1. ACCELERATED DELIVERY

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

(END OF CLAUSE)

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: Funds will be cited on each delivery order issued

AMOUNT: \$0.00

CIN 00000000000000000000000000000000: \$0.00

CIN A5MA40718300020001: \$0.00

CIN A5MA40718300071001: \$0.00

CIN A5MA40718300082001: \$0.00

CIN A5MA40718300093001: \$0.00

AB: 97X4930AAPP6D 25H1519100A5191010221214R0155D041117

AMOUNT: \$0.00

CIN A51910102212140003: \$0.00

## CLAUSES INCORPORATED BY FULL TEXT

52.000-4953 WIDE AREA WORKFLOW INFORMATION/INSTRUCTIONS - SUPPLIES (Jun 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", Red River Army Depot uses Wide Area WorkFlow — Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and receipt/acceptance documents electronically.

**The contractor is required to use WAWF-RA when processing invoices and receiving reports under this order. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>. If you are new to WAWF, please visit our website at <https://redriver.army.mil>. Click on the Procurement button on the left. At the New Information for Vendors line, click on Access Information about Wide Area Workflow (WAWF). This will take you to the WAWF Getting Started Guide for Vendors. Print this guide for step by step instructions.

**IMPORTANT INFORMATION:**

PLEASE SUBMIT YOUR INVOICE/RECEIVING REPORT IN WAWF WHEN YOU SHIP YOUR ITEMS. WE HAVE NOTHING TO RECEIVE YOUR SHIPMENT AGAINST IF THE INFORMATION HAS NOT BEEN SUBMITTED IN WAWF WHEN YOUR DELIVERY ARRIVES.

INCLUDE THE PURCHASE REQUEST NUMBER IN THE LINE ITEM DESCRIPTION. YOU WILL FIND IT UNDER THE LINE ITEM DESCRIPTION ON THIS ORDER.

**THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES THROUGH WAWF.**

\*Required Fields in WAWF

**[X] Invoice and Receiving Report (Combo)**

**[X] Contractor CAGE Code\***

**[X] Pay D0DAAC\*: HQ0303**

**[X] Issue DoDAAC: W911RQ**

**[X] Admin D0DAAC\*: W911RQ**

**[X] Inspect by D0DAAC\*: W911RQ**

**[X] Contracting Officer\*: W911RQ**

**[X] Ship To Code\*: W911RQ**

Contractor: WAWF will prompt asking for “additional e-mail submission” after clicking “SIGNATURE”. There are currently no additional e-mail submissions required.

The paying office DoDAAC and mailing address will be located on the front of your award. You can track your payment information on the DFAS website at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>. Your purchase order/contract number or invoice will be required to inquire about status of your payment.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Centralized Customer Service Contact Center at 1-800-756-4571. Please have your order number and invoice ready when calling about payment status.

(End of Statement)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.232-4001 ELECTRONIC FUND TRANSFER

The government payment office has determined that payment under this contract will be made by Electronic Funds Transfer (EFT). This determination is made in accordance with FAR Clause 52.232-33 and is effective no later than 1 October 1997.

##### 52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.

6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).

7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.

8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

All of the above invoice information should be submitted in electronic format in accordance with DFAR 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007).

Red River Army Depot Payment Office is:

DFAS Columbus  
DFAS-Rock Island / JAIQBAC  
ATTN: Rock Island  
PO Box: 182316  
Columbus, OH 43218-2316

52.242-4003 PERSON TO CONTACT AFTER AWARD

NAME: Leola Threadgill

ADDRESS: Red River Army Depot  
100 Main Drive  
ATTN: AMSTR-RR-P  
Texarkana, TX 75507-5000

TELEPHONE: (903)-334-2330

FAX: (903)-334-4141 or 2541

E-MAIL: [leola.threadgill@us.army.mil](mailto:leola.threadgill@us.army.mil)

(End of Provision)

52.242-4004 ADMINISTERING CONTRACTING OFFICER

NAME: Charlie D. Harris, Jr.

ADDRESS: Red River Army Depot  
100 Main Drive  
ATTN: AMSTA-RR-P  
Texarkana, Texas 75507-5000

TELEPHONE: (903)334-2218  
(903)334-2628 (fax)

E-MAIL: [charlie.d.harris@us.army.mil](mailto:charlie.d.harris@us.army.mil)

**G1. REMITTANCE ADDRESS**

Address to which payments should be mailed if such address is different from address shown in Block 15A of SF 33:

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(Company Name)

---

(Street/Post Office Box)

---

(City/State/Zip Code)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	APR 2008
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-26 Alt I	Equal Opportunity (Mar 2007) - Alternate I	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002

52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7021	Trade Agreements	MAR 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED

Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

#### CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Mr. Donald Kennedy, A/Director of Contracting and shall not be

binding until so approved.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Leola Threadgill 903-334-2330

(Address) Red River Army Depot, 100 Main Drive, Texarkana, TX 75507-5000

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.213-1 FAST PAYMENT PROCEDURE (MAY 2006)

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies. (1) Title to the supplies passes to the Government upon delivery to--

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall--

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice. (1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall--

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice ``FAST PAY." Invoices not prominently marked ``FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either--

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level--

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers ``FAST PAY." When outer shipping containers are not marked ``FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(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 Schedule. Such orders may be issued from date of award through 12 months.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### 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 set, 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 the entire line item quantity;

(2) Any order for a combination of items in excess of the entire contract amount; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, 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 5 days after issuance, with written notice stating the Contractor's 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)

#### 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 Government's 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 Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract after 14 months from the date of the contract award.

(End of Clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of Clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and

indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizaions.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan.

This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.225-4051 ORIGIN OF SUPPLIES

Is material quoted foreign made?  Yes  No

If yes, indicate country of origin:\_\_\_\_\_.

## 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the

Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 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(es):

<http://www.acp.osd.mil/dp/dars/dfar>

<http://www.arnet.gov.far>

<http://farsite.hill.af.mil/VFAFRa.HTM>

<http://www.dtic.mil/dfars>

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

53 If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

#### 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(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/UID/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 Contractor's 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 Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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.

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.

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/UID/uid\\_\\_types.html](http://www.acq.osd.mil/dpap/UID/uid__types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

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

Contract line, subline, or exhibit line

item No.	Item description:
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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

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

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. 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) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; 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) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(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.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subtitle, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent 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.\*\*

(7) Lot or batch number.\*\*

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

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) 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/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)