SECTION A - NARRATIVES

A-1. EXPORT CONTROL

ARMS EXPORT CONTROL IS OR IS NOT OR MAY BE REQUIRED AND WHEN APPLICABLE THE REQUIREMENT WILL BE IDENTIFIED AT THE CLIN LEVEL. THE TECHNICAL DATA PACKAGE INCLUDES THE FOLLOWING REQUIRED STATEMENT. [WARNING – THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22 U.S.C., SEC 2751 ET SEQ.) EXECUTIVE ORDER 12470. VIOLATION OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES.] QUALIFIED INTERESTED PARTIES CAN SUBMIT A REQUEST FOR TECHNICAL DATA PACKAGES TO THE AMCOM G-6 INFORMATION MANAGEMENT DIVISION CONTRACTOR USER DATA REQUEST AT HTTPS://G6KMS.REDSTONE.ARMY.MIL/HOME/KMS_CCOSTS. ONCE REQUESTS ARE RECEIVED, AND PROCESSED, TECHNICAL DATA PACKAGES WILL BE SENT VIA THE DOD SAFE SITE, HTTPS://SAFE.APPS.MIL/. INTERESTED PARTIES HAVE 7 CALENDAR DAYS TO RETRIEVE AND DOWNLOAD THE TECHNICAL DATA FROM THE DOD SAFE SITE BEFORE THE LINK EXPIRES.

EXPORT CONTROL REQUIRES THE APPLICABLE CERTIFICATIONS TO BE CURRENT FOR BOTH THE OFFEROR AND MANUFACTURER. THE OFFEROR AND ANY SOURCE(S) OF SUPPLY IT WILL USE FOR CONTRACT PERFORMANCE MUST HAVE AN ACTIVE UNITED STATES/CANADA JOINT CERTIFICATION PROGRAM (JCP) CERTIFICATION TO ACCESS EXPORT-CONTROLLED DATA. DLA DOES NOT INTEND TO DELAY AWARD IN ORDER FOR AN INELIGIBLE OFFER OR ITS SOURCE(S) SUPPLY TO APPLY FOR AND RECEIVE AUTHORITY APPROVAL TO ACCESS THE EXPORT-CONTROLLED DATA.

A-2 ENVIRONMENTAL TEST

ENVIRONMENTAL TEST MAY BE REQUIRED, AND WHEN APPLICABLE THE REQUIREMENT WILL BE IDENTIFIED AT THE CLIN LEVEL. ITEM(S) OR COMPONENT(S) WHICH ARE SUBJECTED TO ENVIRONMENTAL TESTS OF A DESTRUCTIVE NATURE OR WHICH OTHERWISE DEGRADE THE QUALITY OF THE ITEM(S) SHALL NOT BE FURNISHED TO THE GOVERNMENT IN SATISFACTION OF THIS CONTRACT.

A-3. LONG LEAD TIME AND/OR LONG TERM CONTRACTS

FOR LONG LEAD TIME ITEMS AND/OR LONG TERM CONTRACTS, THE PARTIES RECOGNIZE THERE IS A RISK THAT PART(S) OR COMPONENT(S) REQUIRED FOR PERFORMANCE OF THE CONTRACT/PURCHASE ORDER MAY BECOME UNAVAILABLE DUE TO OBSOLESCENCE. UPON RECEIPT OF THE CONTRACT/PURCHASE ORDER, CONTRACTOR IS RESPONSIBLE FOR VERIFYING ITS SOURCES OF SUPPLY. IF AT ANY TIME DURING THE COURSE OF PERFORMANCE CONTRACTOR BECOMES AWARE THAT IT IS UNABLE TO PROCURE A PART OR COMPONENT NECESSARY TO FULFILL THE REQUIREMENT OF THE CONTRACT, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING WITHIN THIRTY DAYS. NOTIFICATION SHALL INCLUDE CONTRACTORS RECOMMENDATION FOR CORRECTION OF THE PROBLEM, IF POSSIBLE, WITH ESTIMATED COST AND SCHEDULE IMPACT, IF ANY. THE CONTRACTING OFFICER WILL DETERMINE THE APPROPRIATE COURSE OF ACTION AND PROVIDE DIRECTION TO THE CONTRACTOR. IN NO EVENT WILL CONTRACTOR PROCEED WITH IMPLEMENTATION OF ITS RECOMMENDATION WITHOUT WRITTEN DIRECTION FROM THE CONTRACTING OFFICER. AT THE SOLE DISCRETION OF THE CONTRACTING OFFICER, THE CONTRACT MAY BE TERMINATED IN WHOLE OR IN PART, AS APPROPRIATE.

SECTION H - NARRATIVES

H-1. WOOD PACKING MATERIALS REQUIREMENTS

A. WOOD PACKAGING MATERIAL (WPM) MEANS WOOD PALLETS, SKIDS, LOAD BOARDS, PALLET COLLARS, WOODEN BOXES, REELS, DUNNAGE, CRATES, FRAME AND CLEATS. THE DEFINITION EXCLUDES MATERIALS THAT HAVE UNDERGONE A MANUFACTURING PROCESS, SUCH AS CORRUGATED FIBERBOARD, PLYWOOD, PARTICLEBOARD, VENEER, AND ORIENTED STRAND BOARD (OSD).

B. ALL WOOD PACKAGING MATERIAL (WPM) ACQUIRED BY DOD MUST MEET REQUIREMENTS OF INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES (ISPM) 15, "GUIDELINES FOR REGULATING WOOD PACKAGING MATERIALS INTERNATIONAL TRADE." DOD SHIPMENTS INSIDE AND OUTSIDE OF THE UNITED STATES MUST MEET ISPM 15 WHENEVER WPM IS USED TO SHIP DOD CARGO.

(1) ALL WPM SHALL COMPLY WITH THE OFFICIAL QUALITY CONTROL PROGRAM FOR HEAT TREATMENT (HT) OR KILN DRIED HEAT TREATMENT (KD HT) IN ACCORDANCE WITH AMERICAN LUMBER STANDARD COMMITTEE, INCORPORATED (ALSC) WOOD PACKAGING MATERIAL PROGRAM AND WPM ENFORCEMENT REGULATIONS (SEE HTTP://WWW.ALSC.ORG/).

(2) ALL WPM SHALL INCLUDE CERTIFICATION/QUALITY MARKINGS IN ACCORDANCE WITH THE ALSC STANDARD. MARKING SHALL BE PLACED IN AN UNOBSTRUCTED AREA THAT WILL BE READILY VISIBLE TO INSPECTORS. PALLET MARKINGS SHALL BE APPLIED TO THE STRINGER OR BLOCK ON DIAGONALLY OPPOSITE SIDES OF THE PALLET AND BE CONTRASTING AND CLEARLY VISIBLE. ALL CONTAINERS SHALL BE MARKED ON A SIDE OTHER THAN THE TOP OR BOTTOM, CONTRASTING AND CLEARLY VISIBLE. ALL DUNNAGE USED IN CONFIGURING AND/OR SECURING THE LOAD SHALL ALSO COMPLY WITH ISPM 15 AND BE MARKED WITH AN ALSC APPROVED DUNNAGE STAMP.

C. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS RESTRICTION MAY RESULT IN REFUSAL, DESTRUCTION, OR TREATMENT AT ENTRY. THE AGENCY RESERVES THE RIGHT TO RECOUP FROM THE CONTRACTOR ANY REMEDIATION COSTS INCURRED BY THE GOVERNMENT.

D. REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL

IF PACKAGING REQUIREMENTS OF THIS CONTRACT SPECIFY THE USE OF WOOD PRODUCTS AND A PRESERVATIVE IS REQUIRED, PENTACHLOROPHENOL, COMMONLY REFERRED TO AS "PENTA" OR "PCP" IS PROHIBITED. REPLACEMENT PRESERVATIVES ARE 2 PERCENT COPPER NAPHTHENATE, 3 PERCENT ZINC NAPHTHENATE OR 1.8 PERCENT COPPER 8 QUINOLINOLATE.

(1) HEAT TREATMENT: BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT-TREATED. ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT.

(2) MARKING: EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS

OR END BATTENS: ON TWO SIDES OF THE PALLET. FOREIGN MANUFACTURERS SHALL HAVE THE HEAT TREATMENT OF NON-MANUFACTURED WOOD PROCESS VERIFIED IN ACCORDANCE WITH THEIR NATIONAL PLANT PROTECTION ORGANIZATION'S COMPLIANCE PROGRAM. IN ADDITION, WOOD USED AS DUNNAGE FOR BLOCKING AND BRACING SHALL BE ORDERED WITH ALSC CERTIFIED MARKING FOR DUNNAGE OR THE MARKINGS MAY BE APPLIED LOCALLY AT TWO FOOT INTERVALS.

H-2. REVISIONS TO DRAWINGS/PART NUMBERS REQUIREMENT

(A) SOURCES IN RECEIPT OF THIS SOLICITATION ARE REQUESTED, AT NO COST TO THE GOVERNMENT, TO IMMEDIATELY NOTIFY THE CONTRACTING OFFICER IF THEY ARE AWARE OF ANY CHANGE(S)/REVISION(S) TO THE DRAWING(S) OR PART NUMBER(S) IN THIS SOLICITATION WHICH HAVE BEEN APPROVED BY THE GOVERNMENT FOR IMPLEMENTATION. NOTIFICATION OF PART NUMBER CHANGES SHALL BE SUPPORTED BY DATA WHICH INDICATES THE TYPE OF CHANGE, APPROVING AUTHORITY AS REQUIRED BY ANSI EIA 649 MIL-STD-973 AND DATE AND METHOD OF SUBMITTAL OF PROVISIONING DOCUMENTATION AND DRAWINGS.

IF COMPLETE DATA PACKAGE HAS NOT BEEN PREVIOUSLY PROVIDED, THE CONTRACTOR SHALL, AT NO DIRECT COST TO THE GOVERNMENT, IMMEDIATELY SUBMIT APPLICABLE DRAWINGS, ALONG WITH A COPY OF THE APPROVAL CHANGE AUTHORITY, TO THE CONTRACTING OFFICER, AT THE OFFICE SYMBOL AND MAILING ADDRESS LISTED IN THE "ISSUED BY" BLOCK ON PAGE ONE (1) OF THIS DOCUMENT. THE MINIMUM ACCEPTABLE DATA INCLUDES THE NEXT HIGHER ASSEMBLY AND THE ITEM OF SUPPLY DETAIL DRAWINGS WHICH WILL ALLOW PROVISIONING, NATIONAL STOCK NUMBER ASSIGNMENT AND UPDATING OF AMCOM'S DATA RECORDS.

(B) THE CONTRACTOR HEREBY VERIFIES PREVIOUS CONTRACTUAL SUBMISSION OF TECHNICAL DATA:

CONTRACT NO.:_____

CONTRACTOR:_____

EXPLANATION OF DATA RIGHTS:_____

(C) THE GOVERNMENT IS NOT BY THIS REQUEST SOLICITING, NOR IS THE GOVERNMENT LIABLE FOR COST INCURRED BY THE OFFEROR IN PREPARING OR DEVELOPING MODIFICATIONS, DEVIATIONS, WAIVERS, OR OTHER CHANGES TO DRAWINGS OR PART NUMBER(S). FURTHERMORE, THIS REQUEST DOES NOT AUTHORIZE CHANGES TO THE DRAWING(S) OR PART NUMBER(S) FOR THIS ACQUISITION, ANOTHER CONTRACT, OR FOR ANY OTHER PURPOSE. OFFERORS PERFORMING ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION MUST COMPLY WITH THE DRAWING(S) AND SPECIFICATIONS AS SET FORTH HEREIN, UNLESS THIS SOLICITATION IS AMENDED, OR ANY RESULTING CONTRACT IS MODIFIED BY THE CONTRACTING OFFICER.

(D) ALL PROPOSED PART NUMBER CHANGES SHALL BE SUBMITTED PURSUANT TO THE REQUIREMENTS OF THE REQUIREMENT ENTITLED, "ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS."

H-3. ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

1. CONTRACTOR INITIATED ENGINEERING CHANGE PROPOSALS (ECPS), VALUE ENGINEERING CHANGE PROPOSALS (VECPS), AND REQUEST FOR VARIANCE (RFVS), COLLECTIVELY REFERRED TO AS "PROPOSALS", SHALL BE PREPARED, SUBMITTED AND DISTRIBUTED IN ACCORDANCE WITH PARAGRAPHS 2, 3 AND 4 BELOW EXCEPT AS SPECIFIED IN PARAGRAPH 5 BELOW.;

2. FORMAT.;

A. CLASS I ECPS REQUIRE THE "LONG FORM PROCEDURE" FOR DOCUMENTING THE CHANGE AND DESCRIBING THE EFFECTS OF THE CHANGE ON THE SUITABILITY AND SUPPORTABILITY OF THE CONFIGURATION ITEM (CI). CLASS I ECPS SHOULD BE LIMITED TO THOSE THAT ARE NECESSARY OR OFFER SIGNIFICANT BENEFIT TO THE GOVERNMENT. CLASS I ECPS ARE THOSE THAT AFFECT THE PERFORMANCE, RELIABILITY, MAINTAINABILITY, SURVIVABILITY, WEIGHT, BALANCE, MOMENT OF INERTIA, INTERFACE CHARACTERISTICS, ELECTROMAGNETIC CHARACTERISTICS, OR OTHER TECHNICAL REQUIREMENTS IN THE SPECIFICATIONS AND DRAWINGS. CLASS I ECPS ALSO INCLUDE THOSE CHANGES THAT AFFECT GOVERNMENT FURNISHED EQUIPMENT, SAFETY, COMPATIBILITY, RETROFIT, OPERATION AND MAINTENANCE MANUALSINTERCHANGEABILITY, SUBSTITUTABILITY, REPLACEABILITY, SOURCE CONTROL SPECIFICATIONS AND DRAWINGS, COSTS, GUARANTEES OR WARRANTIES, DELIVERIES, OR SCHEDULES. CLASS II ECPS ARE THOSE THAT DO NOT AFFECT FORM, FIT AND FUNCTION, COST, OR SCHEDULE OF THE SYSTEM CI AND DO NOT MEET THE OTHER CRITERIA DESCRIBED ABOVE FOR CLASS I ECPS.;

B. LONG FORM PROCEDURE: CLASS I CHANGES TO THE CI REQUIRE THAT DD FORM 1692, PAGES 1 THROUGH 7 (AS APPLICABLE), BE PREPARED. USE OF THIS PROCEDURE ASSURES THAT ALL EFFECTS OF THE CHANGE ON THE CI ARE PROPERLY ADDRESSED AND DOCUMENTED TO THE NECESSARY DETAIL TO ALLOW PROPER EVALUATION OF THE PROPOSED CHANGE.;

C. SHORT FORM PROCEDURE: ECPS AND VECPS, WHICH MEET THE REQUIREMENTS OF CLASS II ECPS, SHALL BE PREPARED USING DD FORM 1692 (PAGE 1 ONLY). SUPPLEMENTAL PAGES MAY BE USED WITH THE FORM AS NECESSARY. THE RESPONSIBLE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) CONTRACT MANAGEMENT OFFICE (CMO) WILL VALIDATE DATA ENTRIES IN BLOCK 5 "CLASS OF ECP", BLOCK 6 "PRIORITY", AND BLOCK 8 "JUSTIFICATION CODES.";

D. THE CONTRACTOR SHALL NOT MANUFACTURE ITEMS FOR ACCEPTANCE BY THE GOVERNMENT THAT INCORPORATE A KNOWN DEPARTURE FROM REQUIREMENTS, UNLESS THE GOVERNMENT HAS APPROVED AN RFV. RFVS SHALL BE PREPARED USING DD FORM 1694.;

E. EACH ECP AND RFV SHALL BE ACCOMPANIED BY A WRITTEN AND SIGNED EVALUATION PREPARED BY THE RESPONSIBLE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) TECHNICAL REPRESENTATIVE. THE DCMA WRITTEN EVALUATION SHALL BE CONSIDERED PART OF THE ECP/RFV PROPOSAL.;

F. CLASSIFICATION OF RFVS.;

(1) MAJOR RFVS. RFVS WRITTEN AGAINST CIS SHALL BE DESIGNATED AS MAJOR WHEN THE RFV CONSISTS OF ACCEPTANCE OF AN ITEM HAVING A NONCONFORMANCE WITH CONTRACT OR CONFIGURATION DOCUMENTATION INVOLVING HEALTH; PERFORMANCE APPRAISAL <PERFORMANCEAPPRAISAL@DLAMIL.ONMICROSOFT.COM>; INTERCHANGEABILITY;

RELIABILITY; SURVIVABILITY; MAINTAINABILITY; EFFECTIVE USE OR OPERATION; #WEIGHTPACK NORTH AMERICA INC <TO@WEIGHTPACK-NA.COM>; APPEARANCE (WHEN A FACTOR); OR WHEN THERE IS A DEPARTURE FROM A REQUIREMENT CLASSIFIED AS MAJOR IN THE CONTRACTUAL DOCUMENTATION.;

(2) CRITICAL RFVS. RFVS WRITTEN AGAINST CIS SHALL BE DESIGNATED AS CRITICAL WHEN THE RFV CONSISTS OF ACCEPTANCE OF AN ITEM HAVING A NONCONFORMANCE WITH CONTRACT OR CONFIGURATION DOCUMENTATION INVOLVING SAFETY OR WHEN THERE IS A DEPARTURE FROM A REQUIREMENT CLASSIFIED AS CRITICAL IN THE CONTRACTUAL DOCUMENTATION.;

(3) MINOR RFVS. RFVS WRITTEN AGAINST CIS SHALL BE DESIGNATED AS MINOR WHEN THE RFV CONSISTS OF ACCEPTANCE OF AN ITEM HAVING A NONCONFORMANCE WITH CONTRACT OR CONFIGURATION DOCUMENTATION WHICH DOES NOT INVOLVE ANY OF THE FACTORS LISTED ABOVE IN PARAGRAPHS F(1) OR G(2), OR WHEN THERE IS A DEPARTURE FROM A REQUIREMENT CLASSIFIED AS MINOR IN THE CONTRACTUAL DOCUMENTATION.;

G. PROPOSALS SHALL INCLUDE SUFFICIENT TECHNICAL DATA TO DESCRIBE ALL CHANGES FROM EXISTING CONTRACT REQUIREMENTS.;

H. PROPOSALS SHALL INCLUDE SUFFICIENT JUSTIFICATION FOR MAKING THE CHANGE, INCLUDING A STATEMENT OF CONTRACT IMPACT, IF THE CHANGE IS NOT AUTHORIZED.;

I. PROPOSALS FOR ECPS SHALL SET FORTH A "NOT TO EXCEED" PRICE AND DELIVERY ADJUSTMENT ACCEPTABLE TO THE CONTRACTOR IF THE GOVERNMENT SUBSEQUENTLY APPROVES THE PROPOSAL. IF APPROVED, THE EQUITABLE INCREASE SHALL NOT EXCEED THIS AMOUNT.;

J. TIMES ALLOWED FOR TECHNICAL DECISIONS FOR ECP AND RFV PROPOSALS WILL BE WORKED OUT VIA MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE GOVERNMENT.;

K. PROPOSALS FOR VECPS SHALL SET FORTH A "NOT LESS THAN" PRICE AND DELIVERY ADJUSTMENT ACCEPTABLE TO THE CONTRACTOR IF THE GOVERNMENT SUBSEQUENTLY APPROVES THE PROPOSAL. IF APPROVED, THE SAVINGS SHALL NOT BE LESS THAN THIS AMOUNT.;

L. THE CONTRACTOR SHALL UTILIZE DD FORM 2617, "ENGINEERING RELEASE RECORD" (ERR) TO RELEASE NEW OR REVISED CONFIGURATION DOCUMENTATION TO THE GOVERNMENT FOR APPROVAL.; M. THE CONTRACTOR SHALL UTILIZE DD FORM 1695, "NOTICE OF REVISION" (NOR) TO DESCRIBE THE EXACT CHANGE(S) TO CONFIGURATION DOCUMENTATION SPECIFIED AS A DATA REQUIREMENT IN THE CONTRACT. THE CONTRACTOR SHALL DESCRIBE THE CHANGE USING SUB-SECTIONS ENTITLED "WAS" TO DESCRIBE THE CURRENT CONTRACTUAL TECHNICAL REQUIREMENT AND "IS" TO DESCRIBE THE PROPOSED NEW REQUIREMENT.;

3. SUBMITTAL. THE PREFERRED METHOD OF SUBMITTAL IS DIGITALLY AS A SINGLE FILE IN ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF). UNLESS OTHERWISE SPECIFIED, ALTERNATE METHODS OF SUBMITTAL SHALL BE PROPOSED TO AND AUTHORIZED BY THE PCO PRIOR TO SUBMITTAL. IF THE HARDCOPY METHOD IS REQUESTED AND APPROVED, THE CONTRACTOR SHALL SUBMIT TWO (2) COPIES OF EACH PROPOSAL TO THE RESPONSIBLE ADMINISTRATIVE CONTRACTING OFFICER (ACO). ONE (1) COPY OF EACH PROPOSAL SHALL BE RETURNED TO THE CONTRACTOR WITHIN (5) WORKING DAYS AFTER RECEIPT BY THE ACO, STATING WHETHER OR NOT THE PROPOSAL IS IN COMPLIANCE WITH THIS PROVISION. ANY UNRESOLVED DIFFERENCES BETWEEN THE ACO AND THE CONTRACTOR CONCERNING ECPS, VECPS, OR RFVS WILL BE SUBMITTED TO THE PCO FOR RESOLUTION.;

4. DISTRIBUTION.; A. ELECTRONIC DISTRIBUTION. THE PREFERRED METHOD OF DISTRIBUTION FOR UNCLASSIFIED IS THROUGH THE EMAIL OR DOD SAFE SITE (HTTPS://SAFE.APPS.MIL) ADDRESSED TO THE PCO. CLASSIFIED MATERIAL SHALL BE DISTRIBUTED VIA SIPERNET OR BY CLASSIFIED EMAIL AS DETERMINED BY THE PCO. MICROSOFT WORD IS REQUIRED FOR USE WITH THE TRANSMITTAL LETTER (E-MAIL). REQUIRED FORMS WILL BE ATTACHED TO THE E-MAIL. ALL FORMS MAY BE OBTAINED FROM THE OFFICE OF THE SECRETARY OF DEFENSE EXECUTIVE SERVICES DIRECTORATE DOD DIRECTIVES DIVISION WEBSITE (HTTP://WWW.ESD.WHS.MIL/DD/) VIA THE DOD FORMS MENU. THE FORMS ARE PROVIDED IN FILLABLE ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF). IN ORDER TO ACCESS AND USE THE FORMS, THE USER MUST HAVE THE "ADOBE ACROBAT" SOFTWARE INSTALLED ON THEIR COMPUTER. DRAWINGS MAY BE SCANNED AND SENT AS AN ATTACHMENT. IN SOME CASES, BECAUSE OF SIZE, DRAWINGS MAY HAVE TO BE SENT AS HARD COPIES OR SENT UNDER SPECIAL ELECTRONIC INSTRUCTIONS PROVIDED BY THE PCO.;

5. ALTERNATE FORMAT, SUBMITTAL OR DISTRIBUTION PROCESS. PROPOSALS MAY BE PREPARED IN A DIFFERENT FORMAT, SUBMITTED USING A DIFFERENT SUBMITTAL PROCESS OR DISTRIBUTED IN A DIFFERENT MANNER THAN SPECIFIED IN PARAGRAPHS 2, 3 AND 4 ABOVE, SO LONG AS THE ALTERNATE APPROACH IS IN ACCORDANCE WITH A GOVERNMENT APPROVED CONFIGURATION MANAGEMENT PLAN GOVERNED BY THIS CONTRACT OR THE PCO AUTHORIZES THE ALTERNATE FORMAT, SUBMITTAL, OR DISTRIBUTION PROCESS.;

6. GOVERNMENT ACCEPTANCE. ACCEPTANCE OF A PROPOSAL BY THE GOVERNMENT SHALL BE AFFECTED BY THE ISSUANCE OF A CHANGE ORDER OR EXECUTION OF A SUPPLEMENTAL AGREEMENT INCORPORATING THE PROPOSAL INTO THE CONTRACT UNLESS THE PCO AUTHORIZES ANOTHER METHOD OF ACCEPTANCE. THE GOVERNMENT WILL NOTIFY THE CONTRACTOR IN WRITING IF A PROPOSAL IS DETERMINED TO BE UNACCEPTABLE.

H-4. IDENTIFICATION MARKING REQUIREMENTS

ITEM SHALL BE MARKED PER MIL-STD-130.

H-5. CALIBRATION REQUIREMENTS

THE CALIBRATION OF TEST, MEASUREMENT AND DIAGNOSTIC EQUIPMENT SHALL BE IN ACCORDANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL CONFERENCE OF STANDARDS LABORATORIES (ANSI/NCSL) Z540-3-2006 (GENERAL REQUIREMENTS FOR CALIBRATION LABORATORIES AND MEASURING AND TEST EQUIPMENT) OR ISO 10012:2003 (QUALITY ASSURANCE REQUIREMENTS FOR MEASURING EQUIPMENT). TERMINOLOGY SHALL BE AS DEFINED BY INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 8402, QUALITY MANAGEMENT AND QUALITY ASSURANCE – VOCABULARY.

H-6. BAR CODE MARKING REQUIREMENTS

BAR CODE MARKINGS ARE REQUIRED IN ACCORDANCE WITH THE LATEST REVISION OF MIL-STD-129 AND ISO/IEC 16388 - INFORMATION TECHNOLOGY - AUTOMATIC IDENTIFICATION AND DATA CAPTURE TECHNIQUES - BAR CODE SYMBOLOGY SPECIFICATION - CODE 39.

H-7. MSL FIRST ARTICLE TEST - CONTRACTOR TESTED - ADDITIONAL REQUIREMENTS

A. THE FIRST ARTICLE SHALL BE INSPECTED AND TESTED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT. THE FIRST ARTICLE SHALL BE

REPRESENTATIVE OF ITEMS TO BE MANUFACTURED USING THE SAME PROCESSES AND PROCEDURES AND AT THE SAME FACILITY AS CONTRACT PRODUCTION. ALL PARTS AND MATERIALS, INCLUDING PACKAGING AND PACKING, SHALL BE OBTAINED FROM THE SAME SOURCE OF SUPPLY AS WILL BE USED DURING REGULAR PRODUCTION. ALL COMPONENTS, SUBASSEMBLIES, AND ASSEMBLIES IN THE FIRST ARTICLE SAMPLE SHALL HAVE BEEN PRODUCED BY THE CONTRACTOR (INCLUDING SUBCONTRACTORS) USING THE TECHNICAL DATA PACKAGE APPLICABLE TO THIS PROCUREMENT. IF APPLICABLE, THE CONTRACTOR OR ITS SUBCONTRACTOR SHALL PRODUCE OR DEMONSTRATE PROOF THAT ANY FIXTURES, TOOL MASTERS, JIGS, OR SIMILAR DEVICES USED IN THE INSPECTION AND/OR TESTING OF THE FIRST ARTICLE HAVE BEEN SUBJECTED TO AN INITIAL INSPECTION, OR OTHER SUITABLE MEANS SUPPORTING THEIR ACCURACY, BEFORE BEING USED IN THE MANUFACTURING/PRODUCTION PROCESS.

B. AT A MINIMUM, FIRST ARTICLE INSPECTION AND TEST SHALL INCLUDE:

(1) A 100% INSPECTION (OR AS SET FORTH IN RELEVANT SPECIFICATIONS) OF ALL PHYSICAL AND FUNCTIONAL CHARACTERISTICS, TO INCLUDE BUT NOT LIMITED TO, ANY DRAWINGS, AS WELL AS ANY OTHER REQUIREMENTS WHICH MAY BE SET FORTH BY OTHER APPLICABLE SPECIFICATIONS, OR IN ANY TECHNICAL DATA PACKAGES, AND/OR ANY OTHER SPECIAL/FUNCTIONAL TESTING AS SET FORTH IN THIS CONTRACT;

(2) A REVIEW OF PARTS, COMPONENTS AND/OR ASSEMBLIES FOR COMPLIANCE TO IDENTIFICATION MARKINGS;

(3) A REVIEW OF PACKAGING FOR COMPLIANCE TO PRESERVATION, PACKAGING, PACKING, AND MARKING REQUIREMENTS;

(4) A REVIEW FOR COMPLIANCE WITHIN THE TECHNICAL DATA PACKAGE OR AS OTHERWISE STATED IN THIS CONTRACT THAT APPROVED MANUFACTURING SOURCES HAVE BEEN USED FOR SPECIAL PROCESSES, CONTROLLED PARTS, COMPONENTS, AND/OR ASSEMBLIES;

(5) THE VERIFICATION THROUGH DOCUMENTED EVIDENCE THAT ALL INSPECTION, TESTING, MEASURING AND DIAGNOSTIC EQUIPMENT USED IN THE INSPECTION/TEST OF THE FIRST ARTICLE PIECE(S) HAVE BEEN SUBJECTED TO AN INITIAL INSPECTION, OR OTHER MEANS SUPPORTING THEIR ACCURACY, AND ARE MAINTAINED IN ACCORDANCE WITH CONTRACTUAL CALIBRATION STANDARDS.

C. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, THE CONTRACTOR SHALL NOT RETAIN THE FIRST ARTICLE PROVIDED UNDER THIS CONTRACT TO SERVE AS THE MANUFACTURING STANDARD OF ACCEPTANCE.

D. A FIRST ARTICLE TEST REPORT (FATR) SHALL BE PREPARED AND SUBMITTED IN ACCORDANCE WITH FAR 52.209-3. THE REPORT WILL INCLUDE ALL NECESSARY DOCUMENTATION TO DEMONSTRATE AND SUPPORT FULL COMPLIANCE WITH THE FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS AS SET FORTH IN THIS CONTRACT (INCLUDING SUPPLIER'S AND VENDOR'S INSPECTION RECORDS AND CERTIFICATIONS, WHEN APPLICABLE). THE FATR SHALL INCLUDE ACTUAL INSPECTION AND TEST RESULTS TO INCLUDE ALL MEASUREMENTS, RECORDED TEST DATA, AND CERTIFICATIONS (IF APPLICABLE) KEYED TO EACH DRAWING, SPECIFICATIONS AND/OR QUALITY ASSURANCE PROVISION (QAP) REQUIREMENT AND IDENTIFIED BY EACH INDIVIDUAL QAP CHARACTERISTIC, DRAWING/SPECIFICATION CHARACTERISTIC AND UNLISTED CHARACTERISTIC. THE FATR SHALL CONTAIN SUFFICIENT NARRATIVE CONTENT, TECHNICAL DATA, ILLUSTRATIONS OR PHOTOGRAPHIC EVIDENCE, AND AN OBJECTIVE DETERMINATION BY THE CONTRACTOR TO ALLOW THE DESIGNATED GOVERNMENT REPRESENTATIVE TO DETERMINE THAT THE FIRST ARTICLE TEST WAS SUCCESSFULLY COMPLETED.

E. ADDITIONAL FIRST ARTICLE TESTING MAY BE ORDERED BY THE CONTRACTING OFFICER IN WRITING WHEN (I) A MAJOR CHANGE IS MADE TO THE TECHNICAL DATA, (II) WHENEVER THERE IS A LAPSE IN PRODUCTION FOR A PERIOD IN EXCESS OF 3 YEARS, OR (III) WHENEVER A CHANGE OCCURS IN PLACE OF PERFORMANCE, MANUFACTURING LOCATIONS OR PROCESSES, MATERIAL USED, DRAWING, SPECIFICATION OR SOURCE OF SUPPLY. WHEN CONDITIONS (I), (II), OR (III) ABOVE OCCURS, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER SO THAT A DETERMINATION CAN BE MADE CONCERNING THE NEED FOR THE ADDITIONAL FIRST ARTICLE SAMPLE OR PORTION THEREOF, AND INSTRUCTIONS PROVIDED CONCERNING THE SUBMISSION, INSPECTION, AND NOTIFICATION OF RESULTS. SHOULD THE GOVERNMENT REQUIRE ADDITIONAL FIRST ARTICLE TESTING THE CONTRACTOR MAY BE ENTITLED TO AN EQUITABLE ADJUSTMENT.

H-8. REQUEST FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

(A) THE REQUIREMENT FOR FIRST ARTICLE APPROVAL MAY BE WAIVED, IN WHOLE OR IN PART, BY THE GOVERNMENT, PROVIDED THAT SUFFICIENT INFORMATION IS PROVIDED TO DETERMINE WHETHER THE REQUEST IS TO BE APPROVED. A PARTIAL WAIVER IS DEFINED AS A WAIVER OF ONLY A SPECIFIC TEST(S) OF THE FIRST ARTICLE TEST REQUIREMENT AS REQUIRED BY THE TECHNICAL DATA PACKAGE (TDP) AND/OR THE SOLICITATION/CONTRACT, I.E. VIBRATION TEST, SALTWATER SPRAY TEST, OR A TEST ON A COMPONENT OR SUBASSEMBLY OF THE PROCURED ITEM. A FULL WAIVER IS DEFINED AS A WAIVER OF ALL FIRST ARTICLE TESTING AS REQUIRED BY THE TDP AND/OR THE SOLICITATION/CONTRACT.

(B) ALL WAIVER REQUESTS REQUIRE A FIRST ARTICLE WAIVER WORKSHEET TO BE COMPLETED AND SUBMITTED TO THE GOVERNMENT ALONG WITH ALL SUPPORTING DOCUMENTATION. THE WORKSHEET WILL BE PROVIDED BY THE BUYER UPON REQUEST. NO REQUESTS WILL BE CONSIDERED IF THE WORKSHEET AND SUPPORTING DOCUMENTATION ARE NOT SUBMITTED TO THE GOVERNMENT. THE WORKSHEET MUST BE COMPLETED IN ITS ENTIRETY. FOR THOSE SECTIONS OF THE WORKSHEET WHICH DO NOT APPLY, ANNOTATE WITH N/A (NOT APPLICABLE). TO SUBSTANTIATE OR CLARIFY INFORMATION PROVIDED, THE GOVERNMENT MAY REQUEST ADDITIONAL INFORMATION.

(C) SUBMISSION OF THE FAT WAIVER REQUEST (AND SUPPORTING DOCUMENTATION) TO THE GOVERNMENT DOES NOT GUARANTEE THAT THE WAIVER WILL BE GRANTED.

(D) THE FIRST ARTICLE WAIVER WORKSHEET AND ADDITIONAL SUPPORTING DOCUMENTATION MUST BE SUBMITTED ON COMPANY LETTERHEAD AND SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY.

(E) SUPPORTING DOCUMENTATION.

(1) THE REQUEST FOR WAIVER MUST BE ACCOMPANIED BY THE FIRST ARTICLE WAIVER WORKSHEET, AND DOCUMENTATION IN SUPPORT OF THE REQUEST. THE DOCUMENTATION MAY INCLUDE, BUT IS NOT LIMITED TO:

(I) COPY OF THE ADMINISTRATIVE CONTRACTING OFFICER'S (ACO'S) OR PROCURING CONTRACTING OFFICER'S (PCO'S) LETTER APPROVING A FIRST ARTICLE TEST REPORT ON A RECENT CONTRACT FOR THE SAME OR SIMILAR ITEM;

(II) COPY OF A FIRST ARTICLE TEST REPORT FOR THE SAME OR A SIMILAR ITEM AS THAT SOLICITED HEREIN;

(III) COPY OF AN ACO OR PCO LETTER APPROVING A PRIOR WAIVER REQUEST; OR

(IV) IF THE WAIVER REQUEST IS BASED ON SIMILARITY, A COPY OF THE DRAWING/OTHER APPROPRIATE TECHNICAL REQUIREMENTS OF THE SIMILAR ITEM.

(2) IF A COPY OF A FIRST ARTICLE TEST REPORT IS SUBMITTED IN SUPPORT OF A REQUEST FOR WAIVER, THE TEST REPORT MUST HAVE BEEN APPROVED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE UNITED STATES GOVERNMENT.

(3) THE FIRST ARTICLE WAIVER WORKSHEET AND ALL SUPPORTING DOCUMENTATION SHOULD BE SUBMITTED BY EMAIL. IF THE FIRST ARTICLE WAIVER WORKSHEET AND SUPPORTING DOCUMENTATION CANNOT BE TRANSMITTED BY EMAIL, THE PCO SHOULD BE CONTACTED FOR FURTHER INSTRUCTION.

(F) **NOTE:** IF A WAIVER IS GRANTED, AN ACCELERATED DELIVERY SCHEDULE WILL APPLY.

(G) **NOTE:** COST CONSIDERATIONS SHALL APPLY FOR APPROVING A WAIVER OR A PORTION THEREOF OF A FIRST ARTICLE TEST.

H-9. ELECTRONIC FABRICATION: REQUIREMENTS FOR ELECTRICAL AND ELECTRONIC ASSEMBLIES

1. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN ANY PART OF THIS CONTRACT TO THE CONTRARY, THE MINIMUM REQUIREMENTS/STANDARDS FOR SOLDERING ELECTRICAL AND ELECTRONIC ASSEMBLIES SHALL BE THE NON-MILITARY JOINT INDUSTRY STANDARD, ANSI/J-STD-001, CLASS 3. THE REVISION OF ANSI/J-STD-001 IN EFFECT ON THE EFFECTIVE DATE OF THE CONTRACT SHALL GOVERN THE HARDWARE PRODUCED HEREUNDER. A COPY OF ANSI/J-STD-001 MAY BE OBTAINED FROM THE INSTITUTE FOR INTERCONNECTING AND PACKAGING ELECTRONIC CIRCUITS (IPC), 3000 LAKESIDE DRIVE, 105N, BANNOCKBURN, IL, 60015, HTTPS://WWW.IPC.ORG.

2. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN AN ELECTRONIC/ELECTRICAL PARTS CONTROL PROGRAM AND SHALL MAINTAIN AND MAKE AVAILABLE TO THE GOVERNMENT RECORDS AND DATA WHICH WILL PROVIDE VISIBILITY AND TRACEABILITY OF ALL PARTS USED IN THE PRODUCTION OF THE EQUIPMENT UNDER THIS CONTRACT. THIS SELECTION OF PARTS SHALL NOT BE CONSTRUED TO RELIEVE THE CONTRACTOR OF MEETING SPECIFIED PERFORMANCE OF THE END ITEM IN WHICH THE PART IS USED.

3. THE TECHNICAL DATA PACKAGE (TDP) SHALL SERVE AS THE BASELINE PROGRAM PARTS SELECTION LIST (PPSL) AND THE PARTS AND SOURCES LISTED THEREIN ARE THE STANDARD PARTS AND SOURCES. A NON STANDARD PART IS DEFINED AS A PART OR SOURCE OTHER THAN THAT CITED IN THE PPSL. WHEN THE CONTRACTOR DESIRES TO USE A PART OR SOURCE OTHER THAN THOSE CITED IN THE PPSL, THE CHANGE MUST BE APPROVED BY THE GOVERNMENT VIA A REQUEST FOR DEVIATION (RFD) AS DEFINED ELSEWHERE IN THIS CONTRACT. FAILURE ON THE PART OF THE CONTRACTOR TO SUBMIT SUCH RFDS MAY RESULT IN THE REPLACEMENT OF THE NONSTANDARD PART WITH THE STANDARD PART BY THE GOVERNMENT AT THE CONTRACTOR’S EXPENSE FOR ALL AFFECTED ITEMS.

4. THE CONTRACTOR SHALL PROVIDE OBJECTIVE EVIDENCE SUCH AS FORM, FIT, FUNCTION, AND INTERCHANGEABILITY DATA THAT SHOWS THE PROPOSED PART COMPLIES WITH THE REQUIREMENTS OF APPLICABLE PARTS DOCUMENTATION. THE RFD SHALL DETAIL THE TECHNICAL JUSTIFICATION FOR THE USE OF THE PART AND ADVANTAGES OF THE NONSTANDARD PART, IF ANY. COMPARE THE NONSTANDARD PART TO THE STANDARD PART WHOSE CHARACTERISTICS ARE NEAREST TO THOSE REQUIRED FOR THE APPLICATION.

INCLUDE, WHEN APPLICABLE:
A. PART NUMBER AND SOURCE
B. SIZE AND WEIGHT DATA.
C. ELECTRICAL AND MECHANICAL CHARACTERISTICS
D. RELIABILITY (WITH DATA IF REQUESTED)
E. AVAILABILITY OF THE STANDARD PART (DELIVERY SCHEDULES, STILL AVAILABLE ETC.)
F. SUPPLEMENTAL DATA SUCH AS EXISTING CONTROL DRAWINGS, SPECIFICATIONS, VENDOR DATA SHEETS, AND OTHER PERTINENT DATA. DATA NEED NOT BE FURNISHED FOR NONSTANDARD PARTS COVERED BY DOCUMENTS LISTED IN THE DEPARTMENT OF DEFENSE INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) OR STANDARDIZED MILITARY DRAWINGS (SMD).

5. THE CONTRACTOR SHALL MAINTAIN A LEAD FREE CONTROL PLAN (LFCP) AND MAKE AVAILABLE TO THE GOVERNMENT UPON REQUEST. THE REQUIREMENT FOR A LEAD FREE CONTROL PLAN SHALL BE FLOWED DOWN TO SUPPLIERS OF EQUIPMENT THAT MAY INCLUDE LEAD-FREE MATERIALS. THE LFCP SHALL FOLLOW THE GUIDELINES SET FORTH IN GEIA-STD-0005-1, "PERFORMANCE STANDARD FOR AEROSPACE AND HIGH PERFORMANCE ELECTRONIC SYSTEMS CONTAINING LEAD- FREE SOLDER" OR ITS EQUIVALENT. IN ADDITION, THE LFCP SHALL ALSO INCLUDE TIN WHISKER MITIGATION PLANS IN ACCORDANCE WITH GEIA-STD-0005- 2, "STANDARD FOR MITIGATING THE EFFECTS OF TIN WHISKERS IN AEROSPACE AND HIGH PERFORMANCE ELECTRONIC SYSTEMS" OR ITS EQUIVALENT, AT CONTROL LEVEL 2C OR EQUIVALENT. THE CONTRACTOR SHOULD INCLUDE IN THE LFCP ANY SPECIAL DESIGN CONSIDERATIONS, MANUFACTURING PROCESS CONTROLS, TEST AND QUALIFICATION REQUIREMENTS, QUALITY INSPECTION AND SCREENING, MARKING AND IDENTIFICATION, MAINTENANCE AND REPAIR PROCESSES, AND OTHER STEPS TAKEN TO MITIGATE RISK.

6. THE CONTRACTOR SHALL PREPARE, OR UPDATE EXISTING, COUNTERFEIT RISK MANAGEMENT PLAN AND MAKE AVAILABLE TO THE GOVERNMENT UPON REQUEST. THE PLAN SHALL MEET THE REQUIREMENTS OF SAE AS5553 FOR ELECTRONIC ITEMS. THE CONTRACTOR SHALL PROCURE PARTS FROM ORIGINAL MANUFACTURERS OR THE ORIGINAL MANUFACTURERS' FRANCHISED DISTRIBUTORS. CONTRACTORS SHALL REPORT COUNTERFEITS AND SUSPECTED COUNTERFEITS TO THE GOVERNMENT AND IN THE GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP), IN ACCORDANCE WITH THE GIDEP OPERATIONS MANUAL, SO300-BT-PRO- 010.

H-10. NOTICE: ENVIRONMENTAL TEST

ITEM(S) OR COMPONENTS THEREOF WHICH ARE SUBJECTED TO ENVIRONMENTAL TESTS OF A DESTRUCTIVE NATURE OR WHICH OTHERWISE DEGRADE THE QUALITY OF THE ITEM(S) SHALL NOT BE FURNISHED TO THE GOVERNMENT IN SATISFACTION OF THIS CONTRACT.

H-11. DEFENSE PRIORITY AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (JUNE 2025)
A DPAS RATED ORDER INDICATES THE PRIORITY THE CONTRACTOR MUST GIVE TO THE PERFORMANCE OF THE AWARD. THERE ARE TWO PRIORITY RATINGS: "DX" AND "DO". ALL "DX" RATED ORDERS HAVE EQUAL PRIORITY WITH EACH OTHER AND TAKE PREFERENCE OVER "DO" RATED ORDERS AND UNRATED ORDERS. ALL "DO" RATED ORDERS HAVE EQUAL PRIORITY WITH EACH OTHER AND TAKE PREFERENCE OVER UNRATED ORDERS. (SEE 15 CFR 700.11 AND DODM 4400.1-M).

MANDATORY CONTRACTOR PERFORMANCE SCHEDULING

A CONTRACTOR MUST SCHEDULE OPERATIONS, INCLUDING THE ACQUISITION OF ALL NEEDED PRODUCTION ITEMS, IN A TIMELY MANNER TO SATISFY THE DELIVERY REQUIREMENTS OF EACH DPAS RATED ORDER. ADDITIONALLY, CONTRACTORS ARE REQUIRED TO USE DPAS RATED ORDERS WITH THEIR U.S. SUPPLIERS TO OBTAIN ITEMS NEEDED TO FILL RATED ORDERS (15 CFR 700.15). CONTRACTORS MAY ALSO USE DPAS RATED ORDERS TO OBTAIN REPLACEMENTS OF INVENTORIED ITEMS USED TO FILL RATED ORDERS (SEE 15 CFR 700.17(B)). MODIFYING PRODUCTION OR DELIVERY SCHEDULES IS NECESSARY ONLY WHEN REQUIRED DELIVERY DATES FOR A RATED ORDER CANNOT OTHERWISE BE MET. SINCE "DX" INDICATES THE HIGHEST RATED ORDER, THE MANUFACTURER WILL SCHEDULE ITS PRODUCTION BEFORE PROCESSING OTHER LOWER OR UNRATED ORDERS. "DX" RATED ORDERS MUST BE GIVEN PRODUCTION PREFERENCE OVER "DO" RATED ORDERS AND UNRATED ORDERS IF NECESSARY TO MEET REQUIRED DELIVERY DATES, EVEN IF THIS REQUIRES THE DIVERSION OF ITEMS BEING PROCESSED OR READY FOR DELIVERY AGAINST UNRATED ORDERS. SIMILARLY, "DO" RATED ORDERS MUST BE GIVEN PREFERENCE OVER UNRATED ORDERS. IF AN ACCEPTED RATED ORDER OF EQUAL PRIORITY STATUS CONFLICTS WITH OTHER ACCEPTED RATED ORDERS OF EQUAL PRIORITY STATUS, THE CONTRACTOR MUST PRIORITIZE THE RATED ORDERS IN THE SEQUENCE IN WHICH THE RATED ORDERS ARE TO BE DELIVERED OR PERFORMED (SEE 15 CFR 700.14).

CONTRACTOR ACCEPTANCE OF A DPAS RATED ORDER:

CONTRACTORS RECEIVING AN AWARD THAT INCLUDES A DPAS RATING SHALL ADVISE DLA VIA THE POST AWARD MAILBOX (DLAHSVPOSTAWARDTEAM@DLA.MIL), IF THEY CANNOT PERFORM IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLIED DPAS RATING. WHEN REJECTING AN ORDER IN FULL, COMMUNICATION TO THE CONTRACTING OFFICER MUST INCLUDE A DETAILED REASON FOR REJECTION. IF THE ORDER CAN BE FULFILLED AT A LATER DATE, THE CONTRACTOR MUST PROVIDE, A) THE EARLIEST POSSIBLE DELIVERY DATE, B) A DETAILED REASON WHY THE AWARDED DELIVERY DATE CANNOT BE MET (E.G. REASON SHOULD NOT SIMPLY STATE A PRODUCTION DELAY) AND, C) AN OFFER TO ACCEPT THE ORDER BASED ON THAT DATE. CONTRACTORS MUST ADVISE DLA WITHIN FIFTEEN (15) WORKING DAYS AFTER RECEIPT OF A "DO" RATED ORDER, AND WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF A "DX" RATED ORDER IF THEY CANNOT PERFORM IN ACCORDANCE WITH THE DPAS RATING. CONTRACTORS THAT DO NOT CONTACT DLA ARE SELF-ATTESTING THAT THEY ACKNOWLEDGE RECEIPT OF THE AWARD AND WILL CONFORM TO THE DPAS RATING REQUIREMENT. IF THE PRESCRIBED RESPONSE TIME HAS PASSED AND THE CONTRACTOR LEARNS THAT SHIPMENT OR PERFORMANCE WILL BE DELAYED, THE CONTRACTOR IS STILL REQUIRED TO NOTIFY DLA IMMEDIATELY.

SPECIAL PRIORITY ASSISTANCE:

PREFERENTIAL SCHEDULING IS A MUST FOR DPAS RATED ORDERS (SEE 15 CFR 700.14). IF A CONTRACTOR LEARNS THAT A SHIPMENT OR PERFORMANCE WILL BE DELAYED AFTER THE ALLOTTED RESPONSE TIME HAS PASSED OR ANY OTHER ISSUE ARISES THAT WILL AFFECT DELIVERIES DURING THE DURATION OF THE CONTRACT, THE CONTRACTOR IS REQUIRED TO NOTIFY DLA IMMEDIATELY THROUGH THE USE OF FORM BIS-999, SPECIAL PRIORITIES ASSISTANCE (SPA). DEVIATIONS FROM SCHEDULES CANNOT BE APPROVED WITHOUT THE COMPLETION AND SUBMISSION OF THIS FORM. ONCE SUBMITTED, DLA AND ITS CUSTOMERS WILL DISCUSS THE SPA FOR APPROVAL. THE DEPARTMENT OF COMMERCE REQUIRES AN APPROVED BIS-999 PRIOR TO REPRIORITIZING DPAS RATED ORDERS AND ITS SCHEDULES (SEE 15 CFR 700.50). PLEASE CONTACT DLA POST AWARD FOR ANY SPA QUESTIONS OR CONCERNS.

H-12. ARMY CONTRACT WRITING SYSTEM (ACWS) TRANSITION INFORMATION FOR CONTRACTORS

A. DLA HUNTSVILLE UTILIZES THE U.S. ARMY'S CONTRACTING ENTERPRISE (ACE) SYSTEMS. ACE IS IN THE PROCESS OF DEPLOYING NEW SOLICITATION AND CONTRACT WRITING SOFTWARE TO ARMY CONTRACTING OFFICES WORLDWIDE. KNOWN AS THE ARMY CONTRACT WRITING SYSTEM (ACWS), THIS MODERN SOFTWARE SUITE WILL SOON REPLACE MOST EXISTING ARMY CONTRACT WRITING SYSTEMS, INCLUDING THE SYSTEM USED TO CREATE AND RELEASE THIS CONTRACT.

B. DURING THIS TRANSITION PERIOD, CONTRACTORS ARE HEREBY ADVISED:

1. THE CONTRACTING OFFICE MAY USE ANY COMBINATION OF CONTRACT WRITING SYSTEMS TO GENERATE DISTRIBUTABLE COPIES OF THIS CONTRACT DURING ITS PERIOD OF PERFORMANCE, AS WELL AS ANY SUBSEQUENT MODIFICATIONS OR ORDERS (IF APPLICABLE). AS A RESULT:

I. SUBSEQUENT DOCUMENTS YOU RECEIVE MAY APPEAR NOTICEABLY DIFFERENT THAN THE ORIGINAL AWARD OR PREVIOUS CONTRACTUAL DOCUMENTS FROM THE SAME CONTRACTING OFFICE.

II. A CHANGE BETWEEN CONTRACT WRITING SYSTEMS MAY CAUSE IMPORTANT INFORMATION CONCERNING CONTRACT TERMS AND CONDITIONS TO TAKE ON DIFFERENT FORMATTING OR APPEAR IN DIFFERENT PARTS OF LATER DOCUMENTS ISSUED.

III. CONTRACTORS SHALL ENSURE CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEMS AND PERSONNEL INTERACTING WITH THIS CONTRACT ARE PREPARED TO IDENTIFY AND RESPOND APPROPRIATELY TO DIFFERENCES BETWEEN DOCUMENT VERSIONS.

2. THE GOVERNMENT DOES NOT INTEND TO USE THE SHIFT BETWEEN CONTRACT WRITING SYSTEMS TO EFFECT ANY CHANGES TO CONTRACT TERMS AND CONDITIONS. THEREFORE:

I. CONTRACTORS SHOULD VIEW CHANGES TO TERMS OR CONDITIONS BETWEEN DOCUMENT VERSIONS AS SYSTEM-GENERATED AND POTENTIALLY ERRONEOUS UNLESS ACCOMPANIED BY NARRATIVE(S) DESIGNATING SUCH CHANGES AS DELIBERATE AND DESIRED.

II. CONTRACTORS SHALL INFORM THE CONTRACTING OFFICER LISTED ON THE FIRST PAGE OF THE MOST RECENT DOCUMENT ISSUED FOR GUIDANCE REGARDING ANY SUSPECTED OR OBSERVED INADVERTENT OR SYSTEM-GENERATED CHANGES (E.G. NOTICING SOMETHING MISSING IN A NEW CONFORMED COPY).

III. THE GOVERNMENT WILL CORRECT ANY INADVERTENT OR SYSTEM-GENERATED CHANGES, ADDITIONS, OR OMISSIONS DISCOVERED BY EITHER PARTY, VIA BILATERAL MODIFICATION, AT NO COST TO THE CONTRACTOR.

IV. THE TERMS AND CONDITIONS CONTAINED IN THE LATEST DOCUMENT REFLECTING DELIBERATE ACTION BY THE CONTRACTING OFFICER (E.G. THE LAST CONFORMED COPY OF THE AWARD NOT AFFECTED BY THE OBSERVED ISSUE) WILL TAKE PRECEDENCE UNTIL THESE PROBLEMS ARE CORRECTED.

3. IN THE UNLIKELY EVENT AWARD INFORMATION IS CORRUPTED OR MUTILATED DURING SYSTEM MIGRATION AND REPLACEMENT OR RE-ISSUANCE OF THIS CONTRACT IS NECESSARY FOR CONTINUED CONTRACT ADMINISTRATION, THE CONTRACTING OFFICER WILL:

I. ISSUE A CONTINUATION CONTRACT IN ACCORDANCE WITH DFARS 204.1601(C) AND DFARS PGI 204.1601(C), CARRYING OVER ALL TERMS AND CONDITIONS FROM THE LAST-KNOWN VERSION OF THIS CONTRACT ACCURATELY REFLECTING MUTUAL AGREEMENT OF THE PARTIES.

II. INCORPORATE THE LAST-KNOWN VERSION OF THIS CONTRACT ACCURATELY REFLECTING MUTUAL AGREEMENT OF THE PARTIES AS AN ATTACHMENT TO THE REPLACEMENT OR CONTINUATION CONTRACT FOR FUTURE REFERENCE.

III. ENSURE ANY SUCH REISSUANCE OR CONTINUANCE IS PROPERLY REPORTED TO PRESERVE THE INTEGRITY OF CONTRACTOR PERFORMANCE MEASUREMENT DATA, IF ANY (E.G. FAPIIS, CPARS).