

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF PAGES 1 23		
2. CONTRACT (Proc. Inst. Ident.) NO. W91CRB-08-D-0061-P00003		3. EFFECTIVE DATE 11 Sep 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. BMG09M7080Y013001			
5. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB	6. ADMINISTERED BY (If other than Item 5)		CODE		
		See Item 5					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days				
			10. SUBMIT INVOICES 1 ITEM (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		Section G		
CODE 3KHA7		FACILITY CODE 3KHA7					
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS - HQ0303 DFAS-ROCK ISLAND/JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316			
				CODE HQ0303			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$300,000,000.00		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W91CRB-08-R-0049-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER CAROL J. TYREE / CONTRACTING OFFICER TEL: 410-306-1461 EMAIL: Carol.Tyree@us.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		11-Sep-2008	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

SAPI
FFP

Contractor shall provide Small Arms Protective Inserts (SAPI) in accordance with Attachment 01 - Purchase Description Personal Armor, Small Arms Protective Insert CO/PD 00-03D dated 13 Jan 03 ; Attachment 02 - SAPI Q/A Test Protocol to support the US Army Security Assistance Command's Special Projects Office for Foreign Military Sales Programs. Period of Performance is for five years from the date of award. Total estimated amount of this CLIN is (b) (4) and represents the maximum limitation of this contract.

SAPI must meet the exact NSN/MILSPEC provided in Attachment 1.

THIS IS AN FMS REQUIREMENT

FOB: Destination
PURCHASE REQUEST NUMBER: BMG09M7080Y013001

MAX
NET AMT

(b) (4)

ACRN AA
CIN: 0BMG09M7080Y0137FC199

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
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0001

\$

\$

B.1 CONTRACT MIN/MAX

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS RATING: DO-C9

TYPE OF CONTRACT:

- a. The basic contract is issued on an Indefinite Quantity/Indefinite Delivery (IDIQ) basis for five (5) years (60 months from notification that production can begin) in accordance with FAR 16.504.
- b. Contracts and individual delivery orders issued under the basic contracts shall be on a firm fixed price basis to support the U. S. Army Security Assistance Command's (USASAC) Foreign Military Sales (FMS) programs and will be considered as CRITICAL SAFETY ITEMS. The goal of each delivery order is full performance of the work specified in Section C. The attainment of this goal constitutes the condition for payment of the entire fixed price.

CONTRACT MINIMUM AND MAXIMUM LIMITATIONS:

- a. The Government is obligated to place, per awardee, a total of \$1,000 in small arms protective inserts under this contract over the contract period of performance. This will be considered the contract minimum.
- b. The Government may place additional delivery orders up to \$300 million. This will be considered the contract maximum. Total awards (among all awardees) shall not exceed \$300 million.

NOTE: One set equals 2 individual plates of the same size.

- c. The Government reserves the right to award only the minimum to the contractor, there is no guarantee that the minimum will be exceeded.

B.2 ACCOUNTING AND APPROPRIATION DATA FOR CONTRACT MINIMUM

9711X8242MG0176R8450UAH0020000025GYFCASE0BMG09M7080Y0137FC199S36253

\$1,000.00

The funds cited above are obligated to cover the minimum guaranteed amount. The contractor is not authorized to submit an invoice for this amount. These funds, or any portion of these funds, may either be used to fund a future delivery order, or shall be deobligated once the minimum guaranteed amount is ordered under this contract.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0204-4001, IDENTIFICATION OF OZONE DEPLETING SUBSTANCES (OCT 1999)

a. The following required Class I Ozone Depleting Substances (ODS) have been identified and approved for use under performance of any resultant contract.

(X) None.

b. If during performance of the contract, an approved Class I ODS is discovered, the contractor is encouraged to notify the contracting officer immediately.

c. The ODS restrictions apply to subcontracts as well.

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0223-4001, OSHA STANDARDS (OCT 1999)

Contractor must comply with all applicable OSHA standards.

C.1 SECURITY

Due to the nature of the body armor requirements, there is a need for operations security. The Government considers all documents handled or generated in conjunction with the body armor acquisition to be unclassified information of a sensitive and proprietary nature that must be protected against release to unauthorized individuals. During all phases, to include the post-award-phase, release of any information associated with this acquisition to any individual, firm or business is prohibited without the express written approval of the contracting officer. Further, product information shall not be shown, displayed or discussed at any trade show, symposium or any other medium without the express written approval of the contracting officer. Reproduction of any documents provided by the Government is strictly prohibited without the express written approval of the contracting officer. Any indication that such information has been made available to unauthorized individuals may result in termination of the contract. Request for approval to release information submitted to the contracting officer for approval shall identify the specific information to be released, the medium to be used and the purpose of the release.

C.2 ORDERING PROCEDURES

In accordance with the terms of the contract, awardees will be provided a fair opportunity to propose pricing and delivery for each delivery order. Requirements for SAPI will be sent via fax or e-mail to each awardee, along with required response time and pertinent evaluation criteria. Awardees will then provide pricing and a delivery schedule for the required items to the requestor. Response times will vary based on the nature of the requirement. Evaluation criteria will be determined on a case-by-case basis, specific to the nature of the requirement. Once proposals are received, the procuring office will evaluate awardees' proposals and conduct negotiations if necessary. Upon conclusion of evaluation and negotiations (if necessary) delivery orders will be issued on a DD 1155 form, sent via e-mail or fax. Depending on the urgency of the requirement and funding availability, orders may be issued to one or more of the awardees.

C.3 CRITICAL SAFETY ITEMS

C.3.1 CRITICAL SAFETY ITEM: According to the Defense Acquisition Guidebook Dodd 5000-1, "Critical Safety Items (CSIs) are parts whose failure would cause loss of life, permanent disability or major injury, loss of a system, or significant equipment damage." The SAPI is considered a Critical Safety Item.

https://akss.dau.mil/DAG/Guidebook/IG_c11.3.3.3.3.asp

C.3.2 CRITICAL APPLICATION ITEM - SOURCE INSPECTION REQUIRED. All quality assurance/lot acceptance testing for production lots shall be conducted at one of the National Institute of Justice (NIJ) certified labs listed below. Notification shall be provided to the Contracting Officer ten (10) days prior to any testing in the event the Government wants to witness testing. No lot shall be released from the contractor's plant prior to receipt of passing test reports that are approved by PM Soldier Equipment and DCMA QA.

The Contractor shall provide measurements and Certificates of Conformance for all material properties identified in the performance requirements by specific test methods.

Lot numbering is applicable and shall be sequential.

Copies of all Test Reports are to be submitted electronically to:

Karl A. Masters
Director, Technical Management
PM Soldier Equipment
10170 Beach Road, Bldg 325
Ft. Belvoir, VA 22060-5820
703-704-0068
Karl-masters@us.army.mil

The following is a list of Approved Testing Laboratories:

Chesapeake Defense Services, Inc.
DBA Chesapeake Testing
121 Bata Boulevard, Suite F
Belcamp, Maryland 21017-1431
Phone: 410-297-8154
Fax: 410-297-8160
Contact: Craig Thomas
Email: craig.thomas@chesapeaketesting.com
Approved to Perform Testing for:

- Ballistic Resistant Personal Body Armor (NIJ 2005 Interim Requirements)

H.P. White Laboratory, Inc.
3114 Scarboro Road
Street, Maryland 21154-1822
Phone: 410-838-6550
Fax: 410-838-2802
Contact: Donald Dunn
Internet: <http://www.hpwhite.com>
E-Mail: info@hpwhite.com
Approved to Perform Testing for:

- Ballistic Resistant Personal Body Armor

(NIJ 2005 Interim Requirements)

- Stab Resistant Personal Body Armor
(NIJ Standard-0115.00) Exp. 12/31/2007
- Autoloading Pistols for Police Officers
(NIJ Standard-0112.03, Rev. A)

United States Test Laboratory, LLC

7447 West 33 North

Wichita, Kansas 67205

Phone: 316-832-1600

Fax: 316-832-1602

Contact: Richard Mouser, President

Internet: <http://www.ustestlab.com>

E-Mail: rmouser@ustestlab.com

Approved to Perform Testing for:

- Ballistic Resistant Personal Body Armor
(NIJ 2005 Interim Requirements)
- Stab Resistant Personal Body Armor
(NIJ Standard-0115.00) Exp. 12/31/2007
- Autoloading Pistols for Police Officers
(NIJ Standard-0112.03, Rev. A)

C.3.3 ACCOUNTING FOR ITEMS CONSUMED/USED IN THE CONDUCT OF QUALITY ASSURANCE LOT TESTING.

All costs incurred for Quality Assurance (QA) Lot Testing performed in conjunction with this contract will be borne by the vendor, to include but not limited to transportation, the QA testing conducted by third party certified testing facilities, and the ballistic plates consumed, expended, and/or otherwise rendered unusable as a result of testing. Ballistic plates consumed during the conduct of QA Lot Testing will not be included as part of deliverable quantities stated in this contract.

C.3.4 PRODUCT IMPROVEMENTS: Future improvements are encouraged during the contract term through Engineering Change Proposals (ECPs). Improvements may be proposed by the contractor or by the government to eliminate operational shortcomings, insert advance technologies to improve operation effectiveness **or to provide savings to the government.**

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0247-4002, MARKING AND CONSIGNMENT INSTRUCTIONS (AUG 1999)

Marking and consignment instructions for military shipments shall conform to the current issue of MIL-STD-129 (Military Standard Marking for Shipment and Storage).

Section E - Inspection and Acceptance

FIRST ARTICLE TESTING

The Government reserves the right to require full First Article Testing (FAT) to be accomplished by any vendor upon submission of the first full production lot. The cost of such testing will be borne by the vendor.

The Government reserves the right to require full or modified FAT to be accomplished or re-accomplished when it is deemed that there is evidence of potential degradation or failure of specific vendor designs prior to institution of stop work procedures as described in the FAT Approval Letter. (See Sample FAT Approval Letter at Attachment 3.)

The Contracting Officer will issue a FAT approval letter authorizing production to offerors selected for award. The following information is provided in accordance with FAR 9.306:

- (1) The performance or other characteristics that the first article must meet for approval can be found in CO/PD 00-03D as Attachment 1 to this solicitation.
- (2) The detailed technical requirements for the tests that must be performed for approval can be found in the SAPI Q/A Testing Protocol as Attachment 2 to this solicitation.
- (3) The necessary data that must be submitted to the Government in the first article approval test report can be found in the Sample First Article Testing Approval Letter as Attachment 3 to this solicitation.
- (4) The requirement may be waived when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. See 52.209-3 included in this solicitation.
- (5) Delivery schedules shall be established on each individual Delivery Order.
- (6) If a waiver is requested, contract numbers to document the offeror's eligibility for waiver under FAR Part 9.306(c) must be submitted with the proposal as required in Section L SUBMISSION INSTRUCTIONS 6B(4)(f) of this solicitation.
- (7) The prices for first articles and first article tests in relation to production quantities shall not be separately priced.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001	INSPECT AT Origin	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
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CLAUSES INCORPORATED BY REFERENCE

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

Section F - Deliveries or Performance

SHIPPING ADDRESS

Shipping address will be stated in each Delivery Order.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9711X8242MGO176R8450UAH0020000025GYFCASEOBMG09M7080Y0137FC199S36253

AMOUNT: (b) (4)

CIN 0BMG09M7080Y0137FC199: (b) (4)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
Reports

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND AMINISTRATIVE CONTRACTING
OFFICE (AUG 1999)

a. The Contracting Officer's Representative (COR) is:

Point of Contact: Barb Shover
Phone: 717-770-5065
Fax: 717-770-4443
E-Mail: barbara.shover@us.army.mil
Mailing Address: US Army Security Assistance Command
54 M Avenue, Suite 1
New Cumberland, PA 17070-5096

b. The Contracting Office representative is:

Contract Specialist: Debbie Morrow
Organization Code: AMSRD-ACC-CC
Telephone Number: 410-278-2509
Fax Number: 410-306-3848
Email: debra.morrow@us.army.mil

c. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

d. Paying Office Information:

DFAS Columbus
DFAS-Rock Island/JAIQBAC
ATTN: Rock Island
Telephone Inquiries: 1-800-756-4571
Fax: 877-426-4270

52.0000-4955 WIDE AREA WORKFLOW (WAWF) INFORMATION/INSTRUCTIONS (13 February 2008)
To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", RDECOM Acquisition Centers use Wide Area Work Flow – 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/>

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.

[X] Invoice and Receiving Report Combo (Supplies, OR Supplies And FFP Services)

Vendor Cage Code: 3KHA7

Pay DoDAAC: HQ0303

Issue Office DoDAAC: W91CRB

Admin DoDAAC: W91CRB

Inspect by DoDAAC: W25P02

Accept by DoDAAC: W25P02

Ship To DoDAAC: Will vary depending on Delivery Orders. Freight Forwarders do not have DoDAACs.

WAWF will prompt asking for "additional e-mail submission" after clicking "SIGNATURE". Enter the following e-mail addresses to expedite the routing process of the invoice.

debra.morrow@us.army.mil Contract Specialist
carla.r.zeigler@us.army.mil COR ; barbara.shover@us.army.mil COR

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 payment office identified in the contract. Please have your Contract number and invoice ready when calling about payment status.

END OF STATEMENT

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
52.204-7	Central Contractor Registration	JUL 2006
52.208-9	Contractor Use of Mandatory Sources of Supply	JUN 2006
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
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	NOV 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2007
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
52.222-35	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
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-5	Trade Agreements	NOV 2007
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
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
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.204-7000	Disclosure Of Information	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
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall test 30 unit(s) of Lot/Item 0001 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 30 calendar days from the date of this contract to karl-masters@us.army.mil marked "FIRST ARTICLE TEST REPORT: Contract No. W91CRB-08-D-0061, Lot/Item No. 0001" Within 14 calendar days after the Government receives the test report, the Contracting Officer

shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(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 by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through contract end date.

(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 \$1,000, 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 \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; 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 15 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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 120 calendar days after the end of the contract performance period.

(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://farsite.hill.af.mil/>

(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.

(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:
----------	-------------------

0001	SAPI
------	------

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

(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, subline, 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)

252.225-7012 Preference for Certain Domestic Commodities (MAR 2008)

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

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

AMCAC 52.0216-4002, MULTIPLE AWARD TASK ORDER CONTRACT AND DELIVERY ORDER
CONTRACT OMBUDSMAN (JUN 2001)

a. In accordance with FAR 16.505(b)(4), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

Mr. Steven R. Bryant
U.S. Army Research, Development & Engineering Command Acquisition Center
(RDECOM AC)
ATTN: AMSRD-ACB
4118 Susquehanna Avenue
Aberdeen Proving Ground, MD 21005-3013

Telephone: (410) 278-0834
Facsimile Number: (410) 278-0971
E-mail Address: steven.bryant3@us.army.mil

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the contracting officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made with 5 workdays of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

(1) Deny the contractor's complaint; or,

(2) Require that the contracting officer take corrective action regarding the complaint.

e. If the contracting officer does not agree with the decision of the ombudsman, the matter shall be referred to the cognizant Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

Section J - List of Documents, Exhibits and Other Attachments

TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	CO/PD 00-03D - FINAL	21	13 Jan 03
Attachment 2	SAPI Q/A Testing Protocol	2	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 26-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. BMG09M7080Y013001		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061	
			X	10B. DATED (SEE ITEM 13) 11-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow082909 Modification Amount: <input type="checkbox"/> The purpose of this modification is to add C.3.4 to allow acceptance of Engineering Change Proposals.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 26-Sep-2008
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The order period end date 11-Sep-2013 has been added.
The order period start date 11-Sep-2008 has been added.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

C.3 CRITICAL SAFETY ITEMS

C.3.1 CRITICAL SAFETY ITEM: According to the Defense Acquisition Guidebook Dodd 5000-1, "Critical Safety Items (CSIs) are parts whose failure would cause loss of life, permanent disability or major injury, loss of a system, or significant equipment damage." The SAPI is considered a Critical Safety Item.

https://akss.dau.mil/DAG/Guidebook/IG_c11.3.3.3.3.asp

C.3.2 CRITICAL APPLICATION ITEM - SOURCE INSPECTION REQUIRED. All quality assurance/lot acceptance testing for production lots shall be conducted at one of the National Institute of Justice (NIJ) certified labs listed below. Notification shall be provided to the Contracting Officer ten (10) days prior to any testing in the event the Government wants to witness testing. No lot shall be released from the contractor's plant prior to receipt of passing test reports that are approved by PM Soldier Equipment and DCMA QA.

The Contractor shall provide measurements and Certificates of Conformance for all material properties identified in the performance requirements by specific test methods.

Lot numbering is applicable and shall be sequential.

Copies of all Test Reports are to be submitted electronically to:

Karl A. Masters
Director, Technical Management
PM Soldier Equipment
10170 Beach Road, Bldg 325
Ft. Belvoir, VA 22060-5820
703-704-0068
Karl-masters@us.army.mil

The following is a list of Approved Testing Laboratories:

Chesapeake Defense Services, Inc.
DBA Chesapeake Testing
121 Bata Boulevard, Suite F
Belcamp, Maryland 21017-1431
Phone: 410-297-8154
Fax: 410-297-8160

Contact: Craig Thomas
Email: craig.thomas@chesapeaketesting.com

Approved to Perform Testing for:

- Ballistic Resistant Personal Body Armor
(NIJ 2005 Interim Requirements)

H.P. White Laboratory, Inc.
3114 Scarboro Road
Street, Maryland 21154-1822
Phone: 410-838-6550
Fax: 410-838-2802
Contact: Donald Dunn
Internet: <http://www.hpwhite.com>
E-Mail: info@hpwhite.com

Approved to Perform Testing for:

- Ballistic Resistant Personal Body Armor
(NIJ 2005 Interim Requirements)
- Stab Resistant Personal Body Armor
(NIJ Standard-0115.00) Exp. 12/31/2007
- Autoloading Pistols for Police Officers
(NIJ Standard-0112.03, Rev. A)

United States Test Laboratory, LLC
7447 West 33 North
Wichita, Kansas 67205
Phone: 316-832-1600
Fax: 316-832-1602
Contact: Richard Mouser, President
Internet: <http://www.ustestlab.com>
E-Mail: rmouser@ustestlab.com

Approved to Perform Testing for:

- Ballistic Resistant Personal Body Armor
(NIJ 2005 Interim Requirements)
- Stab Resistant Personal Body Armor
(NIJ Standard-0115.00) Exp. 12/31/2007
- Autoloading Pistols for Police Officers
(NIJ Standard-0112.03, Rev. A)

C.3.3 ACCOUNTING FOR ITEMS CONSUMED/USED IN THE CONDUCT OF QUALITY ASSURANCE LOT TESTING.

All costs incurred for Quality Assurance (QA) Lot Testing performed in conjunction with this contract will be borne by the vendor, to include but not limited to transportation, the QA testing conducted by third party certified testing facilities, and the ballistic plates consumed, expended, and/or otherwise rendered unusable as a result of testing. Ballistic plates consumed during the conduct of QA Lot Testing will not be included as part of deliverable quantities stated in this contract.

C.3.4 PRODUCT IMPROVEMENTS: Future improvements are encouraged during the contract term through Engineering Change Proposals (ECPs). Improvements may be proposed by the contractor or by the government to eliminate operational shortcomings, insert advance technologies to improve operation effectiveness **or to provide savings to the government.**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 07-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. BMG09M7080Y013001		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) DCMA PHOENIX - S0302A 40 NORTH CENTRAL AVE SUITE 400 TWO RENAISSANCE SQUARE PHOENIX AZ 85004-4400		CODE	S0302A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061	
			X	10B. DATED (SEE ITEM 13)	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
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X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: satkins091454 Modification amount ^{(b)(4)} The purpose of this modification is to add DCMA Phoenix as the ACO.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 07-Apr-2009
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'administered by' organization has changed from
US ARMY RDECOM ACQ CTR - W91CRB
4118 SUSQUEHANNA AVENUE
ABERDEEN PROVING GROUND MD 21005-3013
to
DCMA PHOENIX - S0302A
40 NORTH CENTRAL AVE SUITE 400
TWO RENAISSANCE SQUARE
PHOENIX AZ 85004-4400

SECTION E - INSPECTION AND ACCEPTANCE

The following have been modified:

INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be accomplished at the Contractor's facility by:

DCMA PHOENIX - S0302A
40 NORTH CENTRAL AVE SUITE 400
TWO RENAISSANCE SQUARE
PHOENIX AZ 85004-4400

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 26-May-2009	4. REQUISITION/PURCHASE REQ. NO. BMG09M7080Y013001		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061	
			X	10B. DATED (SEE ITEM 13) 11-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: msulliva091918 Modification Amount: <input type="checkbox"/> ⁽¹⁾ The purpose of this modification is to remove DCMA as the ACO.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			CAROL J. TYREE / CONTRACTING OFFICER		
			TEL: 410-306-1461 EMAIL: Carol.Tyree@us.army.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY <u>Carol J Tyree</u> (Signature of Contracting Officer)		27-May-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'administered by' organization has changed from
DCMA PHOENIX - S0302A
40 NORTH CENTRAL AVE SUITE 400
TWO RENAISSANCE SQUARE
PHOENIX AZ 85004-4400
to
US ARMY RDECOM ACQ CTR - W91CRB
4118 SUSQUEHANNA AVENUE
ABERDEEN PROVING GROUND MD 21005-3013

SECTION E - INSPECTION AND ACCEPTANCE

The following have been deleted:

INSPECTION AND ACCEPTANCE

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 22-Oct-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0001	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow09178 Modification Amount: <input type="checkbox"/> The purpose of this modification is to correct the SLIN numbering under CLIN 0002.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 22-Oct-2008
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

ITEM SPECIFICATIONS

Requirement 3									
Small Arms Protective Insert (SAPI)									
CLIN	Size	TCN	NSN	Qty	U/I	Unit Price	Ext	Del Da	
0001	B8-B-UCN (b) (2) High - Body Armor								
0001AA	Small	(b) (2) High	8470-01-497-8709	(b) (4)				12/31/0	
0001AB	Medium	(b) (2) High	8470-01-497-8710					12/31/0	
	TOTAL								
0002	B8-B-UDM (b) (2) High								
0002AA	Extra Small	(b) (2) High	8470-01-497-8701						11/28/20
0002AB	Medium	(b) (2) High	8470-01-497-8710						11/28/20
	TOTAL								
0003	B8-B-UDC (b) (2) High - Body Armor								
0003AA	Extra Small	(b) (2) High	8470-01-497-8701						11/28/20
0003AB	Medium	(b) (2) High	8470-01-497-8710						11/28/20
	TOTAL								
0004	B8-B-UDP (b) (2) High - Body Armor								
0004AA	Extra Small	(b) (2) High	8470-01-497-8701						11/28/20
0004AB	Medium	(b) (2) High	8470-01-497-8710						11/28/20
	TOTAL								
0005	B8-B-UDW (b) (2) High - Body Armor								
0005AA	Extra Small	(b) (2) High	8470-01-497-8701					11/28/20	
0005AB	Medium	(b) (2) High	8470-01-497-8710					11/28/20	
	TOTAL								
0006	B8-B-UCM (b) (2) High Body Armor								
0006AA	Medium	(b) (2) High	8470-01-497-8710					1/30/20	
	TOTAL								
0007	B8-B-UC (b) (2) High - Body Armor								
0007AA	Medium	(b) (2) High	8470-01-497-8710					11/28/0	
	TOTAL								

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 22-May-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0001	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Mutual Agreement					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ctyree01091912 MOD Oblg: [REDACTED]					
a. On 22 May 09, the Government and ArmorWorks agreed on the following: <ol style="list-style-type: none"> Extend delivery date to 7 Aug 09. ArmorWorks shall submit a design for a subsequent First Article Test (FAT) at their expense by 15 Jun 09. 					
b. Also agreed to on 11 Jun 09, Dry layups shall be provided with the above FAT submission on 15 Jun 09.					
c. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROL J. TYREE / CONTRACTING OFFICER TEL: 410-306-1461 EMAIL: Carol.Tyree@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Carol J Tyree</u> (Signature of Contracting Officer)	16C. DATE SIGNED 23-Jun-2009	
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

ITEM SPECIFICATIONS

CLIN	Size	TCN	NSN	Qty	U/I	Unit Price	Ext
0001	B8-B-UCN (b) (2) High - Body Armor						
0001AA	Small	(b) (2) High	8470-01-497-8709				
0001AB	Medium	(b) (2) High	8470-01-497-8710				
	TOTAL						
0002	B8-B-UDM (b) (2) High						
0002AA	Extra Small	(b) (2) High	8470-01-497-8701				
0002AB	Medium	(b) (2) High	8470-01-497-8710				
	TOTAL						
0003	B8-B-UDG (b) (2) High - Body Armor						
0003AA	Extra Small	(b) (2) High	8470-01-497-8701				
0003AB	Medium	(b) (2) High	8470-01-497-8710				
	TOTAL						
0004	B8-B-UDP (b) (2) High - Body Armor						
0004AA	Extra Small	(b) (2) High	8470-01-497-8701				
0004AB	Medium	(b) (2) High	8470-01-497-8710				
	TOTAL						
0005	B8-B-UDW (b) (2) High - Body Armor						
0005AA	Extra Small	(b) (2) High	8470-01-497-8701				
0005AB	Medium	(b) (2) High	8470-01-497-8710				
	TOTAL						
0006	B8-B-UCM (b) (2) High - Body Armor						
0006AA	Medium	(b) (2) High	8470-01-497-8710				
	TOTAL						
0007	B8-B-UCJ (b) (2) High - Body Armor						
0007AA	Medium	(b) (2) High	8470-01-497-8710				
	TOTAL						



SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-DEC-2008	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-NOV-2008	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-NOV-2008	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-NOV-2008	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-NOV-2008	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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30-JAN-2008	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-NOV-2008	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 06-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE	W91CRB
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0001	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow 092612 Modification Amount: <input type="checkbox"/> The purpose of this modification is to correct the WAWF Clause.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 06-Aug-2009
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

52.0000-4955 WIDE AREA WORKFLOW (WAWF) INFORMATION/INSTRUCTIONS (13 February 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", RDECOM Acquisition Centers use Wide Area Work Flow – 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/>

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.

[X] Invoice and Receiving Report Combo (Supplies, OR Supplies And FFP Services)

Vendor Cage Code: 3KHA7

Pay DoDAAC: HQ0303

Issue Office DoDAAC: W91CRB

Admin DoDAAC: W91CRB

Inspect by DoDAAC: S0302A (Cognizant QA DCMA)

Accept by DoDAAC: S0302A

LPO: W25P02

Ship To DoDAAC: Use MAPACs provided in Shipping Instructions. NOTE: Different MAPACs for each CLIN.

WAWF will prompt asking for "additional e-mail submission" after clicking "SIGNATURE". Enter the following e-mail addresses to expedite the routing process of the invoice.

debra.morrow@us.army.mil Contract Specialist
carla.r.zeigler@us.army.mil ACOR
barbara.shover@us.army.mil COR

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 payment office identified in the contract. Please have your Contract number and invoice ready when calling about payment status.

END OF STATEMENT

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 10-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE	W91CRB
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0001	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow 092634 Modification Amount: \$19 The purpose of this modification is to correct the MAPAC for CLIN 0006.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 10-Aug-2009
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

SHIPPING CLIN 0006

All Wood Packaging Material (WPM) must comply with the International Standards for Phytosanitary Measures Guidelines for regulating WPM in International Trade (ISPM 15). All WPM must bear the ISPM 15 official mark to signify compliance with the ISPM 15 standard. In order to ensure your WPM is compliant a listing of inspection agency contacts may be obtained by visiting the American Lumber Standards Committee website at www.alsc.org or contact the ALSC at 301-972-1700.

The Vendor is required to create and submit to the designated DCMA Transportation Officer (TO) a request for shipping instructions via the DCMA Shipping Instruction Request (SIR) System. Application for shipping instruction requests must be submitted at least 15 days in advance of actual shipping date to ensure shipments are accomplished in accordance with contract delivery schedule. Export shipments require marking in accordance with MIL-STD-129, "Marking for Shipment and Storage". Markings should not be applied until complete and accurate shipping information has been provided by the DCMA Transportation Officer.

Designated DCMA Office:

DCMA Phoenix
Two Renaissance Square
40 N. Central Ave, Ste 400
Phoenix, AZ 85004-4400
Transportation Officer: Roland Tanzi
PH: 602-594-7841
Fax: 602-594-7996

The vendor will mark the outside of each box with FMS Case: B8-B-UCM and the applicable Document Number: (See contract for applicable Document Number for each item).

IMMEDIATELY UPON RELEASE OF THE MATERIAL.
THE VENDOR SHALL PROVIDE THE POINT OF CONTACT LISTED BELOW VIA FAX OR E-MAIL SHIPMENT TRACKING INFORMATION. THE TRACKING INFORMATION SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

1. PACKING LIST OF MATERIAL BEING SHIPPED (ITEM, QTY)
2. NAME OF SHIPPING COMPANY
3. TRACKING NUMBER
4. COPY OF BILL OF LADING WITH PRO NUMBER SIGNED BY THE CARRIER (IF APPLICABLE)
5. TRUCK NUMBER (IF APPLICABLE)

POINT OF CONTACT: Barb Shover
TELEPHONE: 717-770-5065
FAX: 717-770-4443
EMAIL: barbara.shover@us.army.mil

DCMA INSTRUCTIONS:

1. This is an FMS shipment. All transportation costs are to be charged to the Transportation Account Code (TAC): BUCM.
2. The FMS Case Designator is B8-B-UCM. Please see contract for applicable Document Numbers.
3. Ship To/Mark For MAPAC: BB8U00
4. A shipper's export declaration is required. For information regarding the applicable DSP 94, please contact the Central Case Manager (CCM), Charles Gibson at (717) 770-7392 or email: Charles.Gibson5@us.army.mil.

(End of Summary of Changes)

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W91CRB-08-D-0061	2. DELIVERY ORDER/ CALL NO. 0002	3. DATE OF ORDER/CALL (YYYYMMDD) 2008 Sep 29	4. REQ./ PURCH. REQUEST NO. USASAC8234X23803	5. PRIORITY
---	-------------------------------------	--	---	-------------

6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (if other than 6) SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
---	----------------	---	------	---

9. CONTRACTOR ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402	CODE 3KHA7	FACILITY 3KHA7	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
NAME AND ADDRESS			12. DISCOUNT TERMS Net 30 Days	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS - HQ0303 DFAS-ROCK ISLAND/JAQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316	CODE HQ0303	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
--	------	--	----------------	---

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 410-306-1461 EMAIL: Carol.Tyree@us.army.mil BY: CAROL J. TYREE	 CONTRACTING / ORDERING OFFICER	25. TOTAL	\$444,850.00
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------------------	---

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
--	--------------	--------------------	--------------

f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
---------------------	-------------------	--	-------------	---------------------------------

36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
-----------------	-----------------	---------------------------------	----------------------	---------------------	---------------------

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	--------------	------	------------	------------

0001		(b) (4)			
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SAPI - (b) (4)
FFP

Contractor shall provide Small Arms Protective Inserts (SAPI) in accordance with terms and conditions of basic contract and attached Item Description. Shipping Instructions are attached.

FOB: Destination

PURCHASE REQUEST NUMBER: USASAC8234X23803

ADDITIONAL MARKINGS: FMS CASE: B6-B-FAQ

MAX
NET AMT

(b) (4)

ACRN AA
CIN: USASAC8234X238030001

Section C - Descriptions and Specifications

ITEM DESCRIPTION

Requirement 4								
Small Arms Protective Insert (SAPI)								
CLIN	Size	TCN	NSN	Qty	U/I	Unit Price	Ext	De Da
0001	B6-FAQ	(b) (2) High						
0001AA	X-Small	(b) (2) High	8470-01-497-8701	(b) (4)				1/30
0001AB	Medium	(b) (2) High	8470-01-497-8710					1/30
	TOTAL							

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	Origin	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	27-JAN-2009	(b) (4)	N/A FOB: Destination	

SHIPPING INSTRUCTIONS

1. Contract is FOB Destination.
2. The vendor will mark all paperwork and the outside of each box with the appropriate FMS case, Document Number/TCN, Quantity and Line number as stated below:

B6-B-FAQ, Line 1

NOMENCLATURE	DOCUMENT #/TCN	QTY
Interceptor Body Armor, XSmall	(b) (2) High	(b) (4)
Interceptor Body Armor, Medium	(b) (2) High	

3. The vendor will be responsible for movement of equipment from vendor's facility to the following:

(b) (2) High
 ATTN: Dusty Howe
 Unit Materiel Field Point
 Warehouse 89, Bay 1
 New Cumberland, PA 17070

- 1) The material is approved for direct delivery to warehouse 89.
- 2) The trucking company MUST call the depot 24 hours in advance -- to schedule a delivery appointment for warehouse 89. The phone number to call is:

1-800-307-8496

The trucking company MUST inform the operator that they have material for DIRECT DELIVERY to WAREHOUSE 89 that has been pre-approved for direct delivery. This applies even if the truck driver has other material for the depot. The truck driver will be permitted to make two deliveries (One to warehouse 89 and one to the central receiving point.)

- 3) IMMEDIATELY UPON RELEASE OF MATERIAL the vendor shall provide the COR with the shipment tracking information to include:

Name of Trucking Company
 Tracking Number
 Trucking/delivery Company PRO number (if applicable)
 Truck number (if applicable)

(b) (2) High
[Redacted]
[Redacted]
[Redacted]

4. POC is Karen Davison, (717) 770-6055.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9711X8242B6o186R8450FAQ0010000025GYFCASEoBB60448254Y0018FC264S36253

AMOUNT (b) (4)

CIN USASAC8234X238030001: (b) (4)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
Reports

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND AMINISTRATIVE CONTRACTING
OFFICE (AUG 1999)

Technical Point of Contact:

Point of Contact: Karen Davison

Phone: 717-770-6055

Fax: 717-770-4443

E-Mail: karen.davison@us.army.mil

Mailing Address: US Army Security Assistance Command

54 M Avenue, Suite 1

New Cumberland, PA 17070-5096

Alternate Technical Point of Contact:

Point of Contact: Barb Shover

Phone: 717-770-5065

Fax: 717-770-4443

E-Mail: barbara.shover@us.army.mil

Mailing Address: US Army Security Assistance Command

54 M Avenue, Suite 1

New Cumberland, PA 17070-5096

a. The Contracting Office representative is:

Contract Specialist: Debbie Morrow

Organization Code: AMSRD-ACC-CC

Telephone Number: 410-278-2509

Fax Number: 410-306-3848

Email: debra.morrow@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information:

DFAS Columbus
DFAS-Rock Island/JAIQBAC
ATTN: Rock Island
Telephone Inquiries: 1-800-756-4571
Fax: 877-426-4270

52.0000-4955 WIDE AREA WORKFLOW (WAWF) INFORMATION/INSTRUCTIONS (13 February 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", RDECOM Acquisition Centers use Wide Area Work Flow – 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/>

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.

[X] Invoice and Receiving Report Combo (Supplies, OR Supplies And FFP Services)

Vendor Cage Code: 3KHA7

Pay DoDAAC: HQ0303

Issue Office DoDAAC: W91CRB

Admin DoDAAC: W91CRB

Inspect by DoDAAC: S0302A (Cognizant DCMA)

Accept by DoDAAC: W25P02

Ship To DoDAAC: This location does not have a DODAAC – only a MAPAC.

WAWF will prompt asking for "additional e-mail submission" after clicking "SIGNATURE". Enter the following e-mail addresses to expedite the routing process of the invoice.

debra.morrow@us.army.mil Contract Specialist

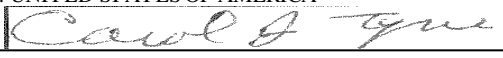
carla.r.zeigler@us.army.mil COR

barbara.shover@us.army.mil COR

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 payment office identified in the contract. Please have your Contract number and invoice ready when calling about payment status.

END OF STATEMENT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 30-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. USASAC8234X23803		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0002	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow 083028 Modification Amount: (b) (4) The purpose of this modification is to reduce quantities of two sub-CLINs.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROL J. TYREE / CONTRACTING OFFICER TEL: 410-306-1461 EMAIL: Carol.Tyree@us.army.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 30-Sep-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by (b) (4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The pricing detail quantity has decreased by (b) (4)

The total cost of this line item has decreased by (b) (4)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

ITEM DESCRIPTION

Requirement 4								
Small Arms Protective Insert (SAPI)								
CLIN	Size	TCN	NSN	Qty	U/I	Unit Price	Ext	De Da
0001	B6-FAQ	(b) (2) High						
0001AA	X-Small	(b) (2) High	8470-01-497-8701	(b) (4)				1/30
0001AB	Medium	(b) (2) High	8470-01-497-8710					1/30
	TOTAL							

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
27-JAN-2009	(b) (4)	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
27-JAN-2009	(b) (4)	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4)

(b) (4)

CLIN 0001:

AA: 9711X8242B6o186R8450FAQ0010000025GYFCASEoBB60448254Y0018FC264S36253 (CIN
USASAC8234X238030001) was decreased by (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 03-Oct-2008	4. REQUISITION/PURCHASE REQ. NO. USASAC8234X23803		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0002	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow 0933 Modification Amount (b) (4) The purpose of this modification is to add a CLIN to provide for transportation costs. In order to provide funding for this CLIN at no additional cost, CLIN 0001 must be reduced by 16 sets.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 03-Oct-2008
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by (b) (4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The pricing detail quantity has decreased by (b) (4).

The total cost of this line item has decreased by (b) (4)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

ITEM DESCRIPTION

Requirement 4								
Small Arms Protective Insert (SAPI)								
CLIN	Size	TCN	NSN	Qty	U/I	Unit Price	Ext	De Da
0001	B6-FAQ	(b) (2) High						
0001AA	X-Small	(b) (2) High	8470-01-497-8701	(b) (4)				1/30
0001AB	Medium	(b) (2) High	8470-01-497-8710					1/30
0001AC	Transportation Costs							
	TOTAL							

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
27-JAN-2009	(b) (4)	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

27-JAN-2009

(b) (4)

N/A
FOB: Destination

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4)

(b) (4)

CLIN 0001:

AA: 9711X8242B6o186R8450FAQ0010000025GYFCASEoBB60448254Y0018FC264S36253 (CIN
USASAC8234X238030001) was decreased by (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 22-May-2009	4. REQUISITION/PURCHASE REQ. NO. USASAC8234X23803		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0002	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Mutual Agreement					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ctyree01091919 MOD Oblg: (b)(4) a. On 22 May 09, the Government and ArmorWorks agreed to the following: 1. Extend Delivery date to 7 Aug 09. 2. ArmorWorks shall submit a design for a subsequent First Article Test (FAT) at their expense by 15 Jun 09. 3. ArmorWorks shall provide (b)(4) additional sets of SAPIs, size small, as consideration. b. Also agreed to on 11 Jun 09 - dry layouts shall be provided with the above FAT submission on 15 Jun 09. c. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROL J. TYREE / CONTRACTING OFFICER TEL: 410-306-1461 EMAIL: Carol.Tyree@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Carol J Tyree</i> (Signature of Contracting Officer)	16C. DATE SIGNED 23-Jun-2009	
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	--------------	------	------------	------------

0002	SAPI - (b) (4)	(b) (4)		(b) (4)	
------	----------------	---------	--	---------	--

SAPI - (b) (4)
 FFP

MOD 03: In consideration for late deliveries, (b) (4) additional sets of Size Small shall be delivered at NO COST to the Government. Contractor shall provide Small Arms Protective Inserts (SAPI) in accordance with terms and conditions of basic contract and attached Item Description. Shipping Instructions are attached.

Reference Contractor letter 5/21/09 for detailed SAPI Recovery Schedule.

FOB: Destination

ADDITIONAL MARKINGS: FMS CASE: B6-B-FAQ

MAX NET AMT	(b) (4)
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SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

ITEM DESCRIPTION

CLIN	Size	TCN	NSN	Qty	U/I	Unit Price	Ext
0001	B6-FAQ	(b) (2) High					
0001AA	X-Small	(b) (2) High	8470-01-497-8701				
0001AB	Medium	(b) (2) High	8470-01-497-8710				
0001AC	Small		8470-01-497-8709				
0001AD	Transportation Costs						
	TOTAL						

(b) (4)

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0002:
INSPECT AT INSPECT BY ACCEPT AT
Origin Government Destination

ACCEPT BY
Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
27-JAN-2009	(b) (4)	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-AUG-2009	(b) (4)	N/A FOB: Destination	

The following have been modified:

SHIPPING INSTRUCTIONS

1. Contract is FOB Destination.
2. The vendor will mark all paperwork and the outside of each box with the appropriate FMS case, Document Number/TCN, Quantity and Line number as stated below:

B6-B-FAQ, Line 1

NOMENCLATURE	DOCUMENT #/TCN	QTY
Interceptor Body Armor, Small	(b) (2) High	(b) (4)
Interceptor Body Armor, XSmall	(b) (2) High	
Interceptor Body Armor, Medium	(b) (2) High	

3. The vendor will be responsible for movement of equipment from vendor's facility to the following:

(b) (2) High
ATTN: Dusty Howe
Unit Materiel Field Point

Warehouse 89, Bay 1
New Cumberland, PA 17070

- 1) The material is approved for direct delivery to warehouse 89.
- 2) The trucking company MUST call the depot 24 hours in advance -- to schedule a delivery appointment for warehouse 89. The phone number to call is:

1-800-307-8496

The trucking company MUST inform the operator that they have material for DIRECT DELIVERY to WAREHOUSE 89 that has been pre-approved for direct delivery. This applies even if the truck driver has other material for the depot. The truck driver will be permitted to make two deliveries (One to warehouse 89 and one to the central receiving point.)

- 3) IMMEDIATELY UPON RELEASE OF MATERIAL the vendor shall provide the COR with the shipment tracking information to include:

Name of Trucking Company
Tracking Number
Trucking/delivery Company PRO number (if applicable)
Truck number (if applicable)

(b) (2) High

4. POC is Karen Davison, (717) 770-6055.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 25-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. USASAC8234X23803		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0002
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008
CODE 3KHA7	FACILITY CODE 3KHA7	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow 092226 Modification Amount (b)(4) The purpose of this modification is to change the Case designator used for the (b)(4) additional sets to be delivered as consideration for late delivery.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 25-Jun-2009
(Signature of person authorized to sign)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The additional markings has changed from FMS CASE: B6-B-FAQ to FMS CASE: E5-B-UBM.

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

SHIPPING INSTRUCTIONS

1. Contract is FOB Destination.
2. The vendor will mark all paperwork and the outside of each box with the appropriate FMS case, Document Number/TCN, Quantity and Line number as stated below:

B6-B-FAQ, Line 1

NOMENCLATURE	DOCUMENT #/TCN	QTY
Interceptor Body Armor, XSmall	(b) (2) High	(b) (4)
Interceptor Body Armor, Medium	(b) (2) High	

E5-B-UBM, Line 2

NOMENCLATURE	DOCUMENT #/TCN	QTY
Interceptor Body Armor, Small	(b) (2) High	(b) (4)

3. The vendor will be responsible for movement of equipment from vendor's facility to the following:

(b) (2) High
ATTN: Dusty Howe
Unit Materiel Field Point
Warehouse 89, Bay 1
New Cumberland, PA 17070

- 1) The material is approved for direct delivery to warehouse 89.
- 2) The trucking company MUST call the depot 24 hours in advance -- to schedule a delivery appointment for warehouse 89. The phone number to call is:

1-800-307-8496

The trucking company MUST inform the operator that they have material for DIRECT DELIVERY to WAREHOUSE 89 that has been pre-approved for direct delivery. This applies even if the truck driver has other material for the depot. The truck driver will be permitted to make two deliveries (One to warehouse 89 and one to the central receiving point.)

3) IMMEDIATELY UPON RELEASE OF MATERIAL the vendor shall provide the COR with the shipment tracking information to include:

Name of Trucking Company

Tracking Number

Trucking/delivery Company PRO number (if applicable)

Truck number (if applicable)

[REDACTED] (b) (2) High

[REDACTED]

[REDACTED]

[REDACTED]

4. POC is Karen Davison, (717) 770-6055.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 06-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. USASAC8234X23803		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE	W91CRB
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0002	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2008	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow092614 Modification Amount: <input type="text" value="014"/> The purpose of this modification is to correct the WAWF clause.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 06-Aug-2009
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

52.0000-4955 WIDE AREA WORKFLOW (WAWF) INFORMATION/INSTRUCTIONS (13 February 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", RDECOM Acquisition Centers use Wide Area Work Flow – 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/>

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.

[X] Invoice and Receiving Report Combo (Supplies, OR Supplies And FFP Services)

Vendor Cage Code: 3KHA7

Pay DoDAAC: HQ0303

Issue Office DoDAAC: W91CRB

Admin DoDAAC: W91CRB

Inspect by DoDAAC: S0302A (Cognizant DCMA)

Accept by DoDAAC: S0302A

LPO: W25P02

Ship To DoDAAC: CLIN 0001 BB6Z00
CLIN 0002 BE5Z00

WAWF will prompt asking for “additional e-mail submission” after clicking “SIGNATURE”. Enter the following e-mail addresses to expedite the routing process of the invoice.

debra.morrow@us.army.mil Contract Specialist

carla.r.zeigler@us.army.mil COR

barbara.shover@us.army.mil COR

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 payment office identified in the contract. Please have your Contract number and invoice ready when calling about payment status.

END OF STATEMENT

(End of Summary of Changes)

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W91CRB-08-D-0061		2. DELIVERY ORDER/ CALL NO. 0003		3. DATE OF ORDER/CALL (YYYYMMDD) 2009 Aug 06		4. REQ./ PURCH. REQUEST NO. USASAC9182X308		5. PRIORITY			
6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013			7. ADMINISTERED BY (if other than 6) SEE ITEM 6			8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR ARMORWORKS ENTERPRISES LLC NAME AND ADDRESS 305 N 54TH ST CHANDLER AZ 85226-2402			CODE W91CRB		FACILITY 3KHA7		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
					12. DISCOUNT TERMS Net 30 Days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS - HQ0303 DFAS-ROCK ISLAND/JAQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316		CODE HQ0303		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	SEE SCHEDULE										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA TEL: 410-278-0864 EMAIL: Kathy.Banker@us.army.mil BY: KATHRYN J. BANKER			<i>Kathryn J Banker</i> CONTRACTING / ORDERING OFFICER		25. TOTAL		\$1,336,358.64	
26. DIFFERENCES											
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.											
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER									
					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		31. PAYMENT		34. CHECK NUMBER		
									35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SAPI FFP Contractor shall provide Small Arms Protective Inserts (SAPI) in accordance with terms and conditions of basic contract for sizes specified in following subCLINs. Shipping Instructions are attached. NSN: 8470-01-497-8709		Each		(b) (4)

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	SAPI - Small FFP SAPI Size Small FOB: Origin NSN: 8470-01-497-8709 PURCHASE REQUEST NUMBER: USASAC9182X308 ADDITIONAL MARKINGS: Document #/TCN: (b) (2) High FMS CASE: B9-B-UAH			(b) (4)	

NET AMT (b) (4)

ACRN AA
CIN: USASAC9182X3080001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	SAPI - Medium FFP SAPI - Size Medium FOB: Origin NSN: 8470-01-497-8710 PURCHASE REQUEST NUMBER: USASAC9182X308 ADDITIONAL MARKINGS: Document #/TCN: (b) (2) High FMS CASE: B9-B-UAH			(b) (4)	

NET AMT

(b) (4)

ACRN AA
CIN: USASAC9182X3080001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	SAPI - Large FFP SAPI - Size Large FOB: Origin NSN: 8470-01-497-8712 PURCHASE REQUEST NUMBER: USASAC9182X308 ADDITIONAL MARKINGS: Document #/TCN: (b) (2) High FMS CASE: B9-B-UAH			(b) (4)	

NET AMT

(b) (4)

ACRN AA
CIN: USASAC9182X3080001AC

ITEM NO SUPPLIES/SERVICES
0001AD

Q [REDACTED] (b) (4)

SAPI - X-Large

FFP

SAPI Size X-Large

FOB: Origin

NSN: 8470-01-497-8714

PURCHASE REQUEST NUMBER: USASAC9182X308

ADDITIONAL MARKINGS: Document #/TCN: [REDACTED] (b) (2) High 2 FMS

CASE: B9-B-UAH

NET AMT

[REDACTED] (b) (4)

ACRN AA

CIN: USASAC9182X3080001AD

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	Origin	Government	Origin	Government
0001AA	Origin	Government	Origin	Government
0001AB	Origin	Government	Origin	Government
0001AC	Origin	Government	Origin	Government
0001AD	Origin	Government	Origin	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	07-OCT-2009	(b) (4)	N/A FOB: Origin	
0001AB	07-OCT-2009		N/A FOB: Origin	
0001AC	07-OCT-2009		N/A FOB: Origin	
0001AD	07-OCT-2009		N/A FOB: Origin	

SHIPPING INSTRUCTIONS

All Wood Packaging Material (WPM) must comply with the International Standards for Phytosanitary Measures Guidelines for regulating WPM in International Trade (ISPM 15). All WPM must bear the ISPM 15 official mark to signify compliance with the ISPM 15 standard. In order to ensure your WPM is compliant a listing of inspection agency contacts may be obtained by visiting the American Lumber Standards Committee website at www.alsc.org or contact the ALSC at 301-972-1700.

The Vendor is required to create and submit to the designated DCMA Transportation Officer (TO) a request for shipping instructions via the DCMA Shipping Instruction Request (SIR) System. Application for shipping instruction requests must be submitted at least 15 days in advance of actual shipping date to ensure shipments are accomplished in accordance with contract delivery schedule. Export shipments require marking in accordance with MIL-STD-129, "Marking for Shipment and Storage". Markings should not be applied until complete and accurate shipping information has been provided by the DCMA Transportation Officer.

Designated DCMA Office:

DCMA Phoenix
 Two Renaissance Square
 40 N. Central Ave, Ste 400
 Phoenix, AZ 85004-4400
 Transportation Officer: Roland Tanzi
 PH: 602-594-7841
 Fax: 602-594-7996

The vendor will mark the outside of each box with FMS Case: B9-B-UAH and the applicable Document Number: (See contract for applicable Document Number for each item).

IMMEDIATELY UPON RELEASE OF THE MATERIAL.

THE VENDOR SHALL PROVIDE THE POINT OF CONTACT LISTED BELOW VIA FAX OR E-MAIL SHIPMENT TRACKING INFORMATION. THE TRACKING INFORMATION SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

1. PACKING LIST OF MATERIAL BEING SHIPPED (ITEM, QTY)
2. NAME OF SHIPPING COMPANY
3. TRACKING NUMBER
4. COPY OF BILL OF LADING AND PRO NUMBER (IF APPLICABLE)
5. TRUCK NUMBER (IF APPLICABLE)

POINT OF CONTACT: CARLA ZEIGLER
TELEPHONE: 717-770-7159
FAX: 717-770-4443
EMAIL: Carla.R.Zeigler@us.army.mil

DCMA INSTRUCTIONS:

1. This is an FMS shipment. All transportation costs are to be charged to the Transportation Account Code (TAC): BFMS.
2. The FMS Case Designator is B9-B-UAH. Please see contract for applicable Document Numbers.
3. Ship To MAPAC: BB9A00
NAVICP Code OSM
Sherry Caswell PH 717-605-1442
5450 Carlisle Pike
Mechanicsburg, PA 17055-0799
4. Mark For MAPAC: BB9A00.
5. The SUPPAD is: BXXUAH
6. A shipper's export declaration is required. For information regarding the applicable DSP 94, please contact the Central Case Manager (CCM), Charles Gibson, Phone (717) 770-7392 or email charles.gibson5@us.army.mil.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9711X8242B9O196R8450UAH0020000025GYFCASEOBB90759175Y0029FC221S36253

AMOUNT: (b) (4)

CIN USASAC9182X3080001AA:

CIN USASAC9182X3080001AB:

CIN USASAC9182X3080001AC:

CIN USASAC9182X3080001AD:

(b) (4)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
Reports

CLAUSES INCORPORATED BY FULL TEXT

WIDE AREA WORKFLOW (WAWF) INFORMATION AND INSTRUCTION (MAY 2009)

As prescribed in DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, contractors shall submit payment requests and receiving reports using WAWF. WAWF is a secure web-based system for electronic invoicing, receipt and acceptance located at <https://wawf.eb.mil>. Contractors can register to use WAEF on the Internet for no charge and ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award. WAWF training is provided at <http://www.wawftraining.com/>. This application allows contractor submittal and tracking of invoices and receipt/acceptance documents. Questions relating to system setup and training can be directed to the associated site help desks and the Army WAWF Help Desk which provides support for all users as follows. Questions can also be sent via email to: cco-ec-army-wawf-helpdesk@dfas.mil:

Hours of Operation: Monday – Friday, 0630-1800 EDT

Phone Numbers: Toll Free: 1-877-2232-9293

Comm: 1-317-510-0625 or DSN: 699-0625

Important Information:

Please submit your invoice/receiving report in WAWF when you ship your items. Otherwise, when your delivery arrives, there is nothing to receive your shipment against if the information has not been entered in WAWF.

Include the Purchase Request (PR) number in the Line Item Description. This is found under the Line Item Description on this contract/order.

WAWF is the preferred method to electronically process vendor request for payment. It allows vendors to submit and track invoices and receipt/acceptance documents electronically.

WAWF Instructions:

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS):

DFAS-Rock Island/JAIQBAC
ATTN: Rock Island
Telephone Inquiries: 1-800-756-4571
Fax: 877-426-4270

Note: Vendor, please have your purchase/contract/delivery order number(s) ready when calling about payments.

The following Codes and information will be required to assure successful flow of WAWF comments:

TYPE OF DOCUMENT:

[X] Invoice and Receiving Report Combo (Supplies) - OR - Supplies and FFP Services

Contractor Cage Code: 3KHA7

Issue By DoDAAC: W91CRB

Admin By DoDAAC: W91CRB

Inspect By DoDAAC: S0302A (cognizant DCMA)

Accept By DoDAAC: S0302A

Ship to DoDAAC: BB9A00 (MAPAC)

Local Processing Office DoDAAC: W25P02

Payment Office Fiscal Station Code: HQ0303

Email Addresses for Points of Contact:

Technical POCs carla.r.zeigler@us.army.mil

Contract Specialist: shawn.atkinson@us.army.mil

Contracting Officer: tara.l.casey@us.army.mil

Technical Point of Contact:

Point of Contact: Carla Zeigler
Phone: 717-770-7159
Fax: 717-770-7159
E-Mail: carla.r.zeigler@us.army.mil
Mailing Address: US Army Security Assistance Command
54 M Avenue, Suite 1
New Cumberland, PA 17070-5096

Alternate Technical Point of Contact:

Point of Contact: Barb Shover
Phone: 717-770-5065
Fax: 717-770-4443
E-Mail: barbara.shover@us.army.mil
Mailing Address: US Army Security Assistance Command
54 M Avenue, Suite 1
New Cumberland, PA 17070-5096

a. The Contracting Office representative is:

Contract Specialist: Debbie Morrow
Organization Code: AMSRD-ACC-CC
Telephone Number: 410-278-2509
Fax Number: 410-306-3848
Email: debra.morrow@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information:

DFAS Columbus
DFAS-Rock Island/JAIQBAC
ATTN: Rock Island
Telephone Inquiries: 1-800-756-4571
Fax: 877-426-4270

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W91CRB-08-D-0061	2. DELIVERY ORDER/ CALL NO. 0004	3. DATE OF ORDER/CALL (YYYYMMDD) 2009 Sep 22	4. REQ./ PURCH. REQUEST NO. See Schedule	5. PRIORITY
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6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (if other than 6) SEE ITEM 6	CODE	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER <small>(See Schedule if other)</small>
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9. CONTRACTOR ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402	CODE 3KHA7	FACILITY 3KHA7	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
NAME AND ADDRESS			12. DISCOUNT TERMS Net 30 Days	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS - HQ0303 DFAS-ROCK ISLAND/JAQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316	CODE HQ0303	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil BY: Debra Morrow	<i>Debra M. Morrow</i> CONTRACTING / ORDERING OFFICER	25. TOTAL \$817,936.00	26. DIFFERENCES
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27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
---------------------	-------------------	--	-------------	---------------------------------

36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SAPI FFP Contractor shall provide Small Arms Protective Inserts (SAPI) in accordance with terms and conditions of basic contract for quantities specified in following SubClins. Shipping instructions are attached. FOB: Origin ADDITIONAL MARKINGS: Ship To/Mark For: BB9A00 SUPPAD: BXXUAH				(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Size Small FFP FOB: Origin NSN: 8470-01-497-8709 PURCHASE REQUEST NUMBER: W25P029253CZ06 ADDITIONAL MARKINGS: FMS Case: B9-B-UAH; TCN:			(b) (4)	

NET AMT

(b) (4)

ACRN AB
TAC: BFMS
CIN: W25P029253CZ060001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Size Medium FFP FOB: Origin NSN: 8470-01-497-8710 PURCHASE REQUEST NUMBER: W25P029253CZ06 ADDITIONAL MARKINGS: FMS Case: B9-B-UAH; TCN:			(b) (4)	

NET AMT

(b) (4)

ACRN AB
TAC: BFMS
CIN: W25P029253CZ060001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Size Large FFP FOB: Origin NSN: 8470-01-497-8712 PURCHASE REQUEST NUMBER: W25P029253CZ06 ADDITIONAL MARKINGS: FMS Case: B9-B-UAH; TCN:			(b) (4)	

NET AMT

(b) (4)

ACRN AB
TAC: BFMS
CIN: W25P029253CZ060001AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Size X-Large FFP FOB: Origin NSN: 8470-01-497-8714 PURCHASE REQUEST NUMBER: W25P029253CZ06 ADDITIONAL MARKINGS: FMS Case: B9-B-UAH; TCN:			(b) (4)	

NET AMT

(b) (4)

ACRN AB
TAC: BFMS
CIN: W25P029253CZ060001AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Size Small FFP FOB: Origin NSN: 8470-01-497-8709 PURCHASE REQUEST NUMBER: W25P029258BS02 ADDITIONAL MARKINGS: FMS CASE: B9-B-UBE; TCN:			(b) (4)	

NET AMT

(b) (4)

ACRN AD
TAC: BFMS
CIN: W25P029258BS020001AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Size Medium FFP FOB: Origin NSN: 8470-01-497-8710 PURCHASE REQUEST NUMBER: W25P029258BS02 ADDITIONAL MARKINGS: FMS CASE: B9-B-UBE; TCN: (b) (2) High (b) (2) High			(b) (4)	

NET AMT

(b) (4)

ACRN AD
TAC: BFMS
CIN: W25P029258BS020001AF

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Size Large FFP FOB: Origin NSN: 8470-01-497-8712 PURCHASE REQUEST NUMBER: W25P029258BS02 ADDITIONAL MARKINGS: FMS CASE: B9-B-UBE; TCN: (b) (2) High (b) (2) High			(b) (4)	

NET AMT

(b) (4)

ACRN AD
TAC: BFMS
CIN: W25P029258BS020001AG

ITEM NO 0001AH SUPPLIES/SERVICES QU

(b) (4)

Size X-Large

FFP

FOB: Origin

NSN: 8470-01-497-8714

PURCHASE REQUEST NUMBER: W25P029258BS02

ADDITIONAL MARKINGS: FMS CASE: B9-B-UBE; TCN: (b) (2) High

(b) (2) High

NET AMT

(b) (4)

ACRN AD

TAC: BFMS

CIN: W25P029258BS020001AH

Section D - Packaging and Marking

SHIPPING INSTRUCTIONS B9-B-UAH

All Wood Packaging Material (WPM) must comply with the International Standards for Phytosanitary Measures Guidelines for regulating WPM in International Trade (ISPM 15). All WPM must bear the ISPM 15 official mark to signify compliance with the ISPM 15 standard. In order to ensure your WPM is compliant a listing of inspection agency contacts may be obtained by visiting the American Lumber Standards Committee website at www.alsc.org or contact the ALSC at 301-972-1700.

The Vendor is required to create and submit to the designated DCMA Transportation Officer (TO) a request for shipping instructions via the DCMA Shipping Instruction Request (SIR) System. Application for shipping instruction requests must be submitted at least 15 days in advance of actual shipping date to ensure shipments are accomplished in accordance with contract delivery schedule. Export shipments require marking in accordance with MIL-STD-129, "Marking for Shipment and Storage". Markings should not be applied until complete and accurate shipping information has been provided by the DCMA Transportation Officer.

Designated DCMA Office:

DCMA Phoenix
Two Renaissance Square
40 N. Central Ave, Ste 400
Phoenix, AZ 85004-4400
Transportation Officer: Roland Tanzi
PH: 602-594-7841
Fax: 602-594-7996

The vendor will mark the outside of each box with FMS Case: B9-B-UAH and the applicable Document Number: (See contract for applicable Document Number for each item).

IMMEDIATELY UPON RELEASE OF THE MATERIAL.

THE VENDOR SHALL PROVIDE THE POINT OF CONTACT LISTED BELOW VIA FAX OR E-MAIL SHIPMENT TRACKING INFORMATION. THE TRACKING INFORMATION SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

1. PACKING LIST OF MATERIAL BEING SHIPPED (ITEM, QTY)
2. NAME OF SHIPPING COMPANY
3. TRACKING NUMBER
4. COPY OF BILL OF LADING AND PRO NUMBER (IF APPLICABLE)
5. TRUCK NUMBER (IF APPLICABLE)

POINT OF CONTACT: CARLA ZEIGLER
TELEPHONE: 717-770-7159
FAX: 717-770-4443
EMAIL: Carla.R.Zeigler@us.army.mil

DCMA INSTRUCTIONS:

1. This is an FMS shipment. All transportation costs are to be charged to the Transportation Account Code (TAC): BFMS.
2. The FMS Case Designator is B9-B-UAH. Please see contract for applicable Document Numbers.
3. Ship To MAPAC: BB9A00

NAVICP Code OSM
Sherry Caswell PH 717-605-1442
5450 Carlisle Pike, Bldg 107 South
Mechanicsburg, PA 17055-0788

4. Mark For MAPAC: BB9A00.

5. The SUPPAD is: BXXUBE

6. A shipper's export declaration is required. For information regarding the applicable DSP 94, please contact the Central Case Manager (CCM), Charles Gibson, Phone (717) 770-7392 or email charles.gibson5@us.army.mil.

SHIPPING INSTRUCTIONS B9-B-UBE

All Wood Packaging Material (WPM) must comply with the International Standards for Phytosanitary Measures Guidelines for regulating WPM in International Trade (ISPM 15). All WPM must bear the ISPM 15 official mark to signify compliance with the ISPM 15 standard. In order to ensure your WPM is compliant a listing of inspection agency contacts may be obtained by visiting the American Lumber Standards Committee website at www.alsc.org or contact the ALSC at 301-972-1700.

The Vendor is required to create and submit to the designated DCMA Transportation Officer (TO) a request for shipping instructions via the DCMA Shipping Instruction Request (SIR) System. Application for shipping instruction requests must be submitted at least 15 days in advance of actual shipping date to ensure shipments are accomplished in accordance with contract delivery schedule. Export shipments require marking in accordance with MIL-STD-129, "Marking for Shipment and Storage". Markings should not be applied until complete and accurate shipping information has been provided by the DCMA Transportation Officer.

Designated DCMA Office:

DCMA Phoenix
Two Renaissance Square
40 N. Central Ave, Ste 400
Phoenix, AZ 85004-4400
Transportation Officer: Roland Tanzi
PH: 602-594-7841
Fax: 602-594-7996

The vendor will mark the outside of each box with FMS Case: B9-B-UBE and the applicable Document Number: (See contract for applicable Document Number for each item).

IMMEDIATELY UPON RELEASE OF THE MATERIAL.

THE VENDOR SHALL PROVIDE THE POINT OF CONTACT LISTED BELOW VIA FAX OR E-MAIL SHIPMENT TRACKING INFORMATION. THE TRACKING INFORMATION SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

1. PACKING LIST OF MATERIAL BEING SHIPPED (ITEM, QTY)
2. NAME OF SHIPPING COMPANY
3. TRACKING NUMBER
4. COPY OF BILL OF LADING AND PRO NUMBER (IF APPLICABLE)
5. TRUCK NUMBER (IF APPLICABLE)

POINT OF CONTACT: CARLA ZEIGLER
TELEPHONE: 717-770-7159
FAX: 717-770-4443
EMAIL: Carla.R.Zeigler@us.army.mil

DCMA INSTRUCTIONS:

1. This is an FMS shipment. All transportation costs are to be charged to the Transportation Account Code (TAC): BFMS.
2. The FMS Case Designator is B9-B-UBE. Please see contract for applicable Document Numbers.
3. Ship To MAPAC: BB9A00
NAVICP Code OSM
Sherry Caswell PH 717-605-1442
5450 Carlisle Pike, Bldg 107 South
Mechanicsburg, PA 17055-0788
4. Mark For MAPAC: BB9A00.
5. The SUPPAD is: BXXUBE
6. A shipper's export declaration is required. For information regarding the applicable DSP 94, please contact the Central Case Manager (CCM), Charles Gibson, Phone (717) 770-7392 or email charles.gibson5@us.army.mil.

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	Origin	Government	Origin	Government
0001AA	Origin	Government	Origin	Government
0001AB	Origin	Government	Origin	Government
0001AC	Origin	Government	Origin	Government
0001AD	Origin	Government	Origin	Government
0001AE	Origin	Government	Origin	Government
0001AF	Origin	Government	Origin	Government
0001AG	Origin	Government	Origin	Government
0001AH	Origin	Government	Origin	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	22-JAN-2010	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED
0001AB	22-FEB-2010	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Origin	SCHED
0001AC	22-JAN-2010	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Origin	SCHED
0001AD	22-JAN-2010	(b) (4)	N/A FOB: Origin	
0001AE	22-JAN-2010	(b) (4)	SEE SCHEDULE . MD FOB: Origin	SCHED
0001AF	22-FEB-2010	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Origin	SCHED
0001AG	22-JAN-2010	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Origin	SCHED
0001AH	22-JAN-2010	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Origin	SCHED

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AB: 9711X8242B9O196R8450UAH002000025GYFCASEOBB90759175Y0029FC221S36253

COST CODE: BB9075

AMOUNT: (b) (4)

CIN W25P029253CZ060001AA:

CIN W25P029253CZ060001AB:

CIN W25P029253CZ060001AC:

CIN W25P029253CZ060001AD:

(b) (4)

AD: 9711X8242B9O196R8450UBE0110000025GYFCASEOBB90559232Y0119FC263S36253

COST CODE: BB9055

AMOUNT: (b) (4)

CIN W25P029258BS020001AE:

CIN W25P029258BS020001AF:

CIN W25P029258BS020001AG:

CIN W25P029258BS020001AH:

(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

WIDE AREA WORKFLOW (WAWF) INFORMATION AND INSTRUCTION (MAY 2009)

As prescribed in DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, contractors shall submit payment requests and receiving reports using WAWF. WAWF is a secure web-based system for electronic invoicing, receipt and acceptance located at <https://wawf.eb.mil>. Contractors can register to use WAEF on the Internet for no charge and ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award. WAWF training is provided at <http://www.wawftraining.com/>. This application allows contractor submittal and tracking of invoices and receipt/acceptance documents. Questions relating to system setup and training can be directed to the associated site help desks and the Army WAWF Help Desk which provides support for all users as follows. Questions can also be sent via email to: cco-ec-army-wawf-helpdesk@dfas.mil:

Hours of Operation: Monday – Friday, 0630-1800 EDT

Phone Numbers: Toll Free: 1-877-2232-9293

Comm: 1-317-510-0625 or DSN: 699-0625

Important Information:

Please submit your invoice/receiving report in WAWF when you ship your items. Otherwise, when your delivery arrives, there is nothing to receive your shipment against if the information has not been entered in WAWF.

Include the Purchase Request (PR) number in the Line Item Description. This is found under the Line Item Description on this contract/order.

WAWF is the preferred method to electronically process vendor request for payment. It allows vendors to submit and track invoices and receipt/acceptance documents electronically.

WAWF Instructions:

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS):

DFAS-Rock Island/JAIQBAC
ATTN: Rock Island
Telephone Inquiries: 1-800-756-4571
Fax: 877-426-4270

Note: Vendor, please have your purchase/contract/delivery order number(s) ready when calling about payments.

The following Codes and information will be required to assure successful flow of WAWF comments:

TYPE OF DOCUMENT:

[X] Invoice and Receiving Report Combo (Supplies) - OR - Supplies and FFP Services

Contractor Cage Code: 3KHA7

Issue By DoDAAC: W91CRB

Admin By DoDAAC: W91CRB

Inspect By DoDAAC: S0302A (cognizant DCMA)

Accept By DoDAAC: S0302A

Ship to DoDAAC: BB9A00 (MAPAC)

Local Processing Office DoDAAC: W25P02

Payment Office Fiscal Station Code: HQ0303

Email Addresses for Points of Contact:

Technical POCs carla.r.zeigler@us.army.mil

Contract Specialist: debra.morrow@us.army.mil

Contracting Officer: tara.l.casey@us.army.mil

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND AMINISTRATIVE CONTRACTING
OFFICE (AUG 1999)

Technical Point of Contact:

Point of Contact: Carla Zeigler

Phone: 717-770-7159
Fax: 717-770-4443
E-Mail: carla.r.zeigler@us.army.mil
Mailing Address: US Army Security Assistance Command
54 M Avenue, Suite 1
New Cumberland, PA 17070-5096

a. The Contracting Office representative is:

Contract Specialist: Debbie Morrow
Organization Code: CCRD-AP-BD
Telephone Number: 410-278-2509
Fax Number: 410-306-3848
Email: debra.morrow@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information:

DFAS Columbus
DFAS-Rock Island/JAIQBAC
ATTN: Rock Island
Telephone Inquiries: 1-800-756-4571
Fax: 877-426-4270

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 23-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0004	
			X	10B. DATED (SEE ITEM 13) 22-Sep-2009	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow 093172 Modification Amount (b)(4) The purpose of this modification is to remove Additional Markings from Informational CLIN 0001.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)	16C. DATE SIGNED 23-Sep-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The additional markings Ship To/Mark For: BB9A00SUPPAD: BXXUAH has been deleted.

The 'charge ship to' description TAC: BFMS has been deleted.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 23-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE	W91CRB
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS ENTERPRISES LLC 305 N 54TH ST CHANDLER AZ 85226-2402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-08-D-0061-0004	
			X	10B. DATED (SEE ITEM 13) 22-Sep-2009	
CODE 3KHA7	FACILITY CODE 3KHA7		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dorrow 093191 Modification Amount: <input type="checkbox"/>					
The purpose of this modification is to correct the TCNs on SLINs 0001AA-AD and correct the SUPPAD in the Shipping Instructions for B9-B-UAH.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 23-Sep-2009
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AA

The additional markings has changed from FMS Case: B9-B-UAH; TCN: (b) (2) High to FMS Case: B9-B-UAH; TCN: (b) (2) High

SUBCLIN 0001AB

The additional markings has changed from FMS Case: B9-B-UAH; TCN: (b) (2) High to FMS Case: B9-B-UAH; TCN: (b) (2) High

SUBCLIN 0001AC

The additional markings has changed from FMS Case: B9-B-UAH; TCN: (b) (2) High 1 to FMS Case: B9-B-UAH; TCN: (b) (2) High

SUBCLIN 0001AD

The additional markings has changed from FMS Case: B9-B-UAH; TCN: (b) (2) High to FMS Case: B9-B-UAH; TCN: (b) (2) High

SECTION D - PACKAGING AND MARKING

The following have been modified:

SHIPPING INSTRUCTIONS B9-B-UAH

All Wood Packaging Material (WPM) must comply with the International Standards for Phytosanitary Measures Guidelines for regulating WPM in International Trade (ISPM 15). All WPM must bear the ISPM 15 official mark to signify compliance with the ISPM 15 standard. In order to ensure your WPM is compliant a listing of inspection agency contacts may be obtained by visiting the American Lumber Standards Committee website at www.alsc.org or contact the ALSC at 301-972-1700.

The Vendor is required to create and submit to the designated DCMA Transportation Officer (TO) a request for shipping instructions via the DCMA Shipping Instruction Request (SIR) System. Application for shipping instruction requests must be submitted at least 15 days in advance of actual shipping date to ensure shipments are accomplished in accordance with contract delivery schedule. Export shipments require marking in accordance with MIL-STD-129, "Marking for Shipment and Storage". Markings should not be applied until complete and accurate shipping information has been provided by the DCMA Transportation Officer.

Designated DCMA Office:

DCMA Phoenix
Two Renaissance Square
40 N. Central Ave, Ste 400

Phoenix, AZ 85004-4400
Transportation Officer: Roland Tanzi
PH: 602-594-7841
Fax: 602-594-7996

The vendor will mark the outside of each box with FMS Case: B9-B-UAH and the applicable Document Number: (See contract for applicable Document Number for each item).

IMMEDIATELY UPON RELEASE OF THE MATERIAL.

THE VENDOR SHALL PROVIDE THE POINT OF CONTACT LISTED BELOW VIA FAX OR E-MAIL SHIPMENT TRACKING INFORMATION. THE TRACKING INFORMATION SHALL INCLUDE AT A MINIMUM THE FOLLOWING:

1. PACKING LIST OF MATERIAL BEING SHIPPED (ITEM, QTY)
2. NAME OF SHIPPING COMPANY
3. TRACKING NUMBER
4. COPY OF BILL OF LADING AND PRO NUMBER (IF APPLICABLE)
5. TRUCK NUMBER (IF APPLICABLE)

POINT OF CONTACT: CARLA ZEIGLER
TELEPHONE: 717-770-7159
FAX: 717-770-4443
EMAIL: Carla.R.Zeigler@us.army.mil

DCMA INSTRUCTIONS:

1. This is an FMS shipment. All transportation costs are to be charged to the Transportation Account Code (TAC): BFMS.
2. The FMS Case Designator is B9-B-UAH. Please see contract for applicable Document Numbers.
3. Ship To MAPAC: BB9A00
NAVICP Code OSM
Sherry Caswell PH 717-605-1442
5450 Carlisle Pike, Bldg 107 South
Mechanicsburg, PA 17055-0788
4. Mark For MAPAC: BB9A00.
5. The SUPPAD is: BXXUAH
6. A shipper's export declaration is required. For information regarding the applicable DSP 94, please contact the Central Case Manager (CCM), Charles Gibson, Phone (717) 770-7392 or email charles.gibson5@us.army.mil.

(End of Summary of Changes)