

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING DOC9E	PAGE OF PAGES 1 40	
2. CONTRACT (Proc. Inst. Ident.) NO. W91CRB-10-D-0010		3. EFFECTIVE DATE 04 Dec 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SU SQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB	6. ADMINISTERED BY (If other than Item 5) DCMA ORLANDO - S1002A ATTN: ACO 3555 MAGUIRE BLVD. ORLANDO FL 32803-3726		CODE S1002A	SCD: B	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) PROTECTIVE PRODUCTS INTERNATIONAL CORP. 1649 NW 136TH AVE SUNRISE FL 33323-2802				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 05CC7		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH - HQ0338 SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338		
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			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$0.00 EST	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 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 _____ REF: W91CRB-07-R-0079 P00014 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 SUSAN A. GREIDER / CONTRACTING OFFICER TEL: 410-278-0872 EMAIL: Susan.Greider@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)		23-Dec-2009	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Improved Outer Tactical Vests (IOTV's) FFP Contractor shall provide Improved Outer Tactical Vests (IOTV) in accordance with Attachment 1 - Purchase Description (PD) Body Armor, Multiple Threat/Inteceptor Improved Outer Tactical Vest FQ/PD 07-05D dated 02 SEP 09 and all other contract attachments. MAXIMUM IOTV QUANTITY: 736,000 FOB: Destination		Lot		\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	X-Small IOTV FFP FOB: Destination NSN: 8470-01-556-1703	11,040	Each		\$0.00 EST
NET AMT					\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Small IOTV FFP FOB: Destination NSN: 8470-01-556-1715	73,600	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Medium IOTV FFP FOB: Destination NSN: 8470-01-556-1461	185,472	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Medium Long IOTV FFP FOB: Destination NSN: 8470-01-556-1491	104,512	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Large IOTV FFP FOB: Destination NSN: 8470-01-556-1571	154,560	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Large Long IOTV FFP FOB: Destination NSN: 8470-01-556-1575	73,600	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	X-Large IOTV FFP FOB: Destination NSN: 8470-01-556-1576	73,600	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	X-Large Long IOTV FFP FOB: Destination NSN: 8470-01-556-1577	44,160	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	XX-Large IOTV FFP FOB: Destination NSN: 8470-01-556-1579	11,040	Each		\$0.00 EST

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	XXX-Large IOTV FFP FOB: Destination NSN: 8470-01-556-1581	3,680	Each		\$0.00 EST

NET AMT \$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	XXXX-Large IOTV FFP FOB: Destination NSN: 8470-01-556-1582	736	Each		\$0.00 EST

NET AMT \$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		\$0.00

Deltoid and Axillary Protection (DAP)
FFP

The Contractor shall provide DAPs in accordance with Attachment 2- Purchase Description (PD) Body Armor, Multiple Threat/Interceptor Deltoid and Axillary Protector FQ/PD 07-10A dated 20 MAR 09 and all other contract attachments.

MAXIMUM DAP QUANTITY: 253,000

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		27,830	Each		\$0.00 EST

X-Small DAP
FFP
FOB: Destination
NSN: 8470-01-556-1936

NET AMT	\$0.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Medium to Large DAP FFP FOB: Destination NSN: 8470-01-556-1769	179,630	Each		\$0.00 EST

NET AMT \$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	X-Large to XXXX-Large DAP FFP FOB: Destination NSN: 8470-01-526-9163	45,540	Each		\$0.00 EST

NET AMT \$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contract Data Requirements List (CDRLs) FFP Contract Data Requirements List (CDRLs) - See Attachment 3 FOB: Destination				NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Consideration for Late Deliveries FFP See Section C of Contract, paragraph 2 entitled "Consideration for Late Deliveries". When applicable, it will be assessed on the Delivery Order. FOB: Destination				\$0.00

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Repair Kits FFP FOB: Destination	5,000	Each		\$0.00

NET AMT \$0.00

Section C - Descriptions and Specifications

QA/SOW FOR IOTV**Quality Assurance-Statement of Work (SOW) for IOTV Solicitation****1. SCOPE.**

The Contractor shall provide Improved Outer Tactical Vests (IOTV) in accordance with FQ/PD 07-05 Rev D dated 02 SEP 09 herein after referred to as the "PD". The contractor will provide all program and production management necessary to meet the quality standards, reporting systems and supportability required for testing, inspection and delivery of the items as defined in the PD.

A. First Article Test and Conformance Inspections. First article testing (FAT), Lot Acceptance Testing (LAT), and all conformance inspections shall be conducted per contract and the purchase description (PD), and the approved Quality Validation Plan (QVP). Tests, inspections, and procedures used for FAT, LAT, and all conformance inspections shall be in accordance with the contract, PD and QVP, and are subject to Government approval. Any Certificate of Conformance (CoC) provided shall contain the applicable test data and traceability to materials and procedures that verify the outcome contained in the certification. The Government reserves the right to suspend or revoke FAT approval, for non-compliance with the IOTV PD.

B. Failure Analysis and Corrective Action Report (FACAR). For each failure that occurs during FAT, LAT, or conformance inspection that results in a lot failure, the contractor shall conduct failure analysis and provide a FACAR to PM-SSV, per CDRL CLIN 0003, Attachment No. 3. Failures that occur during Government testing are subject to this reporting requirement.

1) Failure events and outcomes. Upon failure occurrence of any single Lot Acceptance Testing (LAT) or conformance inspection lot failure, the Government will require double lot sampling and conformance testing until the failure analysis and corrective action report (FACAR) has been provided and accepted via letter from the Contracting Officer. The material of the lot in question shall be segregated from all other production lots ongoing; with traceability analysis provided in the FACAR. Failed lots shall not be delivered and products failed shall not be co-mingled with other lots. The Government shall have the right to revoke acceptance of any and all items that may contain the root cause failure mode, and to require the contractor to replace all affected units at its expense, including transportation costs. If the contractor fails Lot Acceptance Testing (LAT) requirements on two (2) consecutive lots or three (3) in 100 as defined in the PD,, the contractor will immediately cease production (Stop Work) and conduct a FACAR. The FACAR will then be submitted to PM-SSV for review as described in the CDRL (CLIN 0003, Attachment No. 3). The PM will determine within five (5) working days after receipt of the FACAR if production of the approved FAT configuration may resume or if the contractor must conduct a new FAT for the issuance of a new FAT Test Approval Letter. If a new FAT is required, the contractor will submit the number of

samples required for the conduct of a new FAT (at the contractor's expense) as directed by the COR, for the issuance of a new FAT Approval Letter. The FAT Report remains the property of the Government.

C. If the contractor does not manufacture a specific Government approved FAT design for a period of 180 consecutive days FAT will be automatically revoked and will need to be re-accomplished (at contractor's expense) and approved by government before use.

D. Quality Validation Plan (QVP). The Contractor shall provide a QVP, in accordance with CDRL **CLIN 0003**, Attachment No. 3. The QVP shall document the contractor's approach to ensure all delivered items meet the requirements of the PD throughout the life of the contract. Once approved, any changes to the QVP require Government concurrence. The Government reserves the right to request and review this data at any time. The plan shall document how process control will be maintained in all areas of operations, for both the contractor and its critical suppliers. Suppliers of critical components, materials, or processes shall be identified in the quality plan, including names and contact information of key supplier personnel. The Government, pursuant to FAR 46.402, requires Government contract quality assurance at source. The Government reserves the right to inspect at any location at any time. In the event of end item non-conformance, the contractor will be responsible for all costs and retests, and reporting required to achieve conformance, unless otherwise directed by the Government. The Government reserves the right to review/audit any suppliers. No review/audit of any suppliers by the Government will relieve the contractor of its responsibility for the performance and inspection of the products or services acquired by its suppliers.

E. Test Reports. The Contractor shall provide all test reports to PM-SSV, per CDRL **CLIN 0003**.

F. Product Improvement. Post award and in keeping with technology and manufacturing improvements throughout the life of the contract, the contractor shall provide a recommendation(s) for product improvement at any time after first article approval is received, to the IOTV system, demonstrating the advantage in cost, performance and soldier protection of subsequent designs, materials, components or manufacturing techniques.

G. Clarifications to FQ/PD 07-05 Rev D dated 02 SEP 09:

1. Top side channel to be stitched closed, rather than be left open. This is an obsolete design feature and closing this channel will be easier to manufacture and potentially increase durability and reduce minor snag hazard.

2. Patch of loop material which mates with quick release cable handle may be changed to trapezoidal shape to coincide with quick release pocket shape.

3. D-ring attachment shall be bar tacked as per the prototype provided. Bar tack shall be as close to D-ring as possible to minimize rotation of D-ring.
4. Outer webbing on side plate carrier shall be spaced evenly top to bottom, eliminating the need for unique left/right components. Webbing segments nearest to the buckles shall be eliminated.
5. Ripstop material in rear collar is no longer necessary. This piece shall not be included.
6. Shoulder buckle, 2" to 1" webbing reducer shall not exceed 2.5" width, 1" height, and 0.1" thickness. Average break strength shall be at least 400 lbf. Color: Foliage green.

2. CONSIDERATION FOR LATE DELIVERIES

A. "Actual" deliveries will be compared to the "scheduled" deliveries during the first week of the following month, i.e., August deliveries will be reviewed at the beginning of September. If the quantities delivered are less than the quantities "scheduled" to be delivered, Contractor will provide, at no additional cost to the Government, one (1) IOTV in "consideration" for every three (3) IOTVs delivered late. Sizes and quantities will be in accordance with the applicable size tariff. A new CLIN will be incorporated for consideration items into the Delivery Order which it applies.

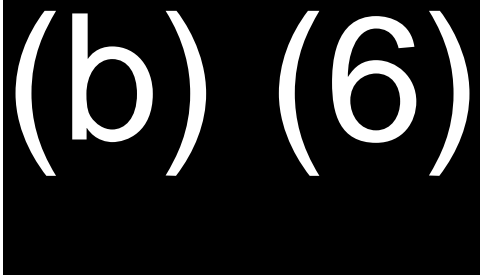
B. Consideration will not be assessed without discussions between the Government and Contractor. Consideration will not be assessed on deliveries that were late due to Government caused delays. Additionally, if the Contractor is ahead of "scheduled" deliveries going into any month and does not meet the "scheduled" deliveries for that month consideration will only be assessed on the "net" number sets that are delinquent, i.e., if 100 sets were delivered ahead of schedule and Contractor is late on delivery of 150 sets that were scheduled, consideration will be assessed on 50 sets.

3. ADDRESS FOR ALL TEST ARTICLE SUBMISSIONS (FAT/LAT):

Samples selected by the Government shall be submitted in a DD1222 format for evaluation to the following address:

DODACC: W81C5M
U.S. Army Aberdeen Test Center
Building 358
400 Colleran Road
Aberdeen Proving Ground, MD 21005

POCs:



4. DEFINITIONS:

A. IOTV Purchase Description. The purchase description, FQ/PD 07-05 Rev D dated 02 SEP 09, provides for a multiple threat body armor system consisting of a base vest and modular components for tailoring protection levels to defeat multiple ballistic hazards across the battlefield continuum and manage armor weight.

1) The IOTV is a critical safety item. This specification delineates system, subsystem, component, and subcomponent level performance requirements to accomplish the end item body armor performance (see paragraph 6.1 of FQ/PD 07-05 Rev D dated 02 SEP 09). Body armor, multiple threat is functionally integrated with Modular Lightweight Load Equipment (MOLLE).

2) DLAD Clause 52.211-9005 Conditions for Evaluation and Acceptance of Offers for Critical Safety Items, references the acquisition identification description (AID). For purposes of this RFP, the AID is defined as the Purchase Description (PD).

B. End Item Classification. Body armor, multiple threat components; base vest assembly, front yoke and collar assembly, back yoke and collar assembly, lower back protector assembly, groin protector assembly, deltoid protector, small arms protective inserts (SAPI, ESAPI, XSAPI) shall be one type in the following sizes. Body armor, multiple threat will be issued separately as three subsystems, as follows.

1) **The Improved Outer Tactical Vest (IOTV) subsystem;** consisting of the base vest assembly, front yoke and collar assembly, back yoke and collar assembly, lower back protector assembly, groin protector assembly, and deltoid protector components.

COMPONENT

Base Vest Assembly

SIZES

11 sizes: X-Small, Small, Medium, Medium-Long, Large, Large-Long, X-Large, X-Large-Long, 2X-Large, 3X-Large, 4X-Large

Back Yoke and Collar Assembly	8 sizes: X-Small, Small, Medium / Medium-Long, Large / Large-Long, X-Large / X-Large-Long, 2X-Large, 3X-Large, 4X-Large
Front Yoke and Collar Assembly	One size
Lower Back Protector Assembly	One size
Groin Protector Assembly	2 sizes: X-Small to Medium-Long, and Large to 4X-Large
Deltoid Protector	Three sizes: X-Small to Small, Medium to Large, and X-Large to 4X-Large

2) The Enhanced Side Ballistic Insert subsystem; consisting of a set of ESBI in one standard size or a set of X-Small ESAPI.

COMPONENT	SIZES
Enhanced Side Ballistic Insert (ESBI)	One size

C. Ballistic Testing Definitions. The following definitions are provided to assist in understanding the test procedures:

1) Fair Impact. All three impacts will be at 0 degrees obliquity. A projectile that impacts the armor at an angle of incidence no greater than + 5 degrees from the intended angle of incidence will be considered a fair impact.

2) Partial Penetration (P). Any fair impact that is not a complete penetration shall be considered a partial penetration.

3) Complete Penetration (CP) for V50 Testing. A complete penetration occurs when the impacting projectile or any fragment thereof, or any fragment of the test specimen perforates the witness plate resulting in a crack or hole which permits light passage when a 60-watt, 110-volt bulb is placed behind the witness plate.

4) Complete Penetration (CP) for Acceptance Testing. A complete penetration will have occurred when the projectile, fragment of the projectile or fragment of the armor material is imbedded or passes into the clay backing material used to measure transient deformation. Paint or fibrous materials that are emitted from the back of the test specimen and rests on the outer surface of the clay impression are not considered a complete penetration.

5) End Item. End items submitted for all ballistic testing shall be defined as fully assembled and manufactured items and shall not be works in progress.

6) Residual Velocity. The velocity at which a projectile exits the rear surface of an armor sample. Used only for Vs/Vr testing.

7) Areal Density (AD). A measure of the weight of the armor per unit area, usually expressed in pounds per square foot (lb. /ft²) or kilograms per square meter (kg/m²) of surface area.

8) Obliquity. A measure, normally in degrees, of the extent to which the impact of a projectile on an armor material deviates from a line normal to the target. Thus, a projectile fired perpendicular to an armor surface at 0 degrees obliquity.

9) Spall. The detachment or delamination of a layer of material or the ejection of projectile/armor material in the area surrounding the location of impact, which occurs on the front of the armor surface. Spalling may be a threat mechanism even when penetration of the armor itself is not complete.

10) Yaw. Projectile yaw is the angular deviation of the longitudinal axis of the projectile from the line of flight at a point as close to the impact point on the target as is practical to measure.

11) V50 Ballistic Limit (BL). In general, the velocity at which the probability of penetration of an armor material is 50 percent.

12) Critical Safety Item (CSI)

- a. CSI. All parts and pieces of the entire IOTV system are classified as critical safety items.
- b. CSI means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design and requirements described in FQ/PD 07-05 Rev D dated 02 SEP 09, the data or quality requirements ordered herein, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

Section D - Packaging and Marking

PACKAGING INSTRUCTIONS

Packaging Instructions shall be in accordance with Attachment 5 – General Vendor Shipping Instructions, Rev. 1.

Section E - Inspection and Acceptance

I/A INSTRUCTIONS

1. **INSPECTION AND ACCEPTANCE** will be at Origin, the Contractor’s facility, and will be accomplished by the cognizant DCMA QAR.

PM CIE considers all conditions listed in paragraph 2 below as applicable in the delivery of the IOTV system. Source is included to mean all sub-tiers contracted with the prime to produce any component, sub-subsystem or item that is integrated, interfaces with or is incorporated as part of the IOTV system.

2. **SOURCE INSPECTION REQUIRED:** The Government reserves the right to inspect at source to include all subcontractors in accordance with FAR 46.402, Government Contract Quality Assurance at Source, and FAR 46.405, Subcontracts.

PLACE OF PERFORMANCE

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, (X) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance:

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
0001AJ Origin	Government	Origin	Government
0001AK Origin	Government	Origin	Government
0001AL Origin	Government	Origin	Government
0002 Origin	Government	Origin	Government
0002AA Origin	Government	Origin	Government
0002AB Origin	Government	Origin	Government
0002AC Origin	Government	Origin	Government
0003 Origin	Government	Origin	Government
0004 Origin	Government	Origin	Government
0005 Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
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ISO 9001/2008 (This is only a reference for the higher quality system equivalent, not a requirement for certification. Contractors do not have to be ISO 9001/2008 certified)

(End of clause)

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

Each Delivery Order will state the specific shipping address. The Primary shipping address is:

W919DX
 PEO SOLDIER
 Staging Net Facility TPF
 15395 John Marshall Highway
 Haymarket, VA 20169-5000

POC: (b) (6)

The shipping and processing of items will be discussed at the post award conference.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 04-DEC-2009 TO 31-JUL-2014	N/A	N/A FOB: Destination	
0002	POP 04-DEC-2009 TO 31-JUL-2014	N/A	N/A FOB: Destination	N/A
0003	POP 04-DEC-2009 TO 31-JUL-2014	N/A	N/A FOB: Destination	N/A
0004	POP 04-DEC-2009 TO 31-JUL-2014	N/A	N/A FOB: Destination	N/A
0005	POP 04-DEC-2009 TO 31-JUL-2014	N/A	N/A FOB: Destination	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

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 - COLUMBUS CENTER SOUTH - HQ0338
 SOUTH ENTITLEMENT OPERATIONS
 PO BOX 182264
 COLUMBUS OH 43218-2264

1-800-756-4571, Option 1

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 (*Check the appropriate block*)

[] Commercial Item Financing

- Construction Invoice (*Contractor Only*)
- Invoice (*Contractor Only*)
- Invoice and Receiving Report Combo (Supplies) - OR - Supplies and FFP Services (*check one*)
- Invoice as 2-in-1 (Services Only)
- Performance Based Payment (*Government Only*)
- Progress Payment (*Government Only*)
- Cost Voucher (All Cost Reimbursable or T&M)(*Government Only*)
- Receiving Report (*Government Only*)
- Receiving Report With Unique Identification (UID) Data (*Government Only*)
UID is a new globally unique “art identifier” containing data elements used to track DoD parts
Through their life cycle.
- Summary Cost Voucher (*Government Only*)

Cage Code: 05CC7

Issue By DoDAAC: W91CRB

Admin By DoDAAC: S1002A

Inspect By DoDAAC: S1002A

Accept By DoDAAC: S1002A

Ship to DoDAAC: W919DX

Payment Office Fiscal Station Code: HQ0338

Email Addresses for Points of Contact (when determined):

Inspector:
Acceptor:
Receiving Office:
ACO:
Contract Administrator:
Contracting Officer:
Addition POC:

(b) (6)

susan.greider@us.army.mil

(b) (6)

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

a. The Contracting Office representative is:

(b) (6)

U.S.Army Research, Development and Engineering Command Contracting Center
4118 Susquehanna Ave
Aberdeen Proving Ground, MD 21005-5001

(b) (6)

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

c. Paying Office Information: SEE BLOCK 12 OFF THE SF 26

CONTRACT MINIMUM OBLIGATION

ACCOUNTING AND APPROPRIATION DATA FOR CONTRACT MINIMUM:

2192020 000 1D-1DA5 135197.000 9S2FSH 741F00 26EU S19130 MIPR9LDATSIOTK \$36,007.92

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 H - Special Contract Requirements

SPECIAL TERMS AND CONDITIONS**1. TYPE OF CONTRACT:**

- a. The basic contract is issued on an Indefinite Delivery/Indefinite Quantity (IDIQ) basis in accordance with FAR 16.504.
- b. Individual delivery orders issued under the basic contract shall be on a firm fixed price basis.

2. CONTRACT MINIMUM AND MAXIMUM LIMITATIONS:

- a. The government is obligated to place, per awardee, a delivery order(s) in the amount, which will total a minimum of 44 Improved Outer Tactical Vests (IOTVs) and 12 pairs of Deltoid and Axillary Protectors (DAPs).
- b. The government may place additional delivery orders, a not-to-exceed maximum of 736,000 IOTVs and a not-to-exceed maximum of 253,000 DAPs.
- c. The government reserves the right to award only the minimum.

3. TERMS AND CONDITIONS:

a. The terms and conditions of each delivery order will be established by the Contracting Officer providing each awardee a fair opportunity to be considered for award. Therefore, the Contracting Officer will provide each awardee electronically, by email a request delineating the amount of IOTVs and/or DAPs to be priced and the time of closing. Award of delivery orders will be based on FAR 16.505, Ordering.

b. Delivery Orders will contain the following information:

- Date of Order
- Contract Number and Delivery Order Number
- Contract Item Number and Description, Quantity, and unit price
- Delivery Schedule
- Place of Delivery
- Any Packaging, Packing, and Shipping Instructions
- Accounting and Appropriation Data
- Method of Payment and Payment Office

4. ORDERING PERIOD

The ordering period for issuance of delivery orders under this contract is Contract Award Date through 31 July 2014. Period of performance for each delivery order will be stated in Section F .

5. TARIFF REQUIREMENTS: The tariffs will be provided for any future delivery orders of IOTV and DAPS at the time of each fair opportunity request. A lot will consist of one size only.

6. END ITEMS SUBMITTED FOR FIRST ARTICLE TESTING AND LOT ACCEPTANCE TESTING.

Items submitted for testing shall be complete end items intended for the test being conducted, and meet the testing requirements found in FQ/PD 07-05 Rev D dated 02 SEP 2009. No substitutions, shortage or incomplete items will be tested. Test reports providing results for these tests shall be provided to the government five days after receipt of the report from any facility conducting the test on the end items ordered for this contract.

Ensure all items submitted for testing (FAT/LAT) are complete end items and subcomponent materials in accordance with Attachment 4.

7. ON-TIME DELIVERY:

Test samples on End Items submitted for Lot Acceptance Testing (LAT) must be delivered to Aberdeen Test Center (ATC) per the Delivery Order delivery terms to be considered delivered to the Government on time.

End items submitted for all Ballistic Testing shall be defined as fully assembled and manufactured items and shall not be work in progress.

POST AWARD CONFERENCE:

The Post Award Conference will be held within 30 days after contract award, which will be convened by the Procuring Contracting Officer (PCO) for the primary purpose of reviewing the PD's; FAT and LAT procedures; to clarify any pertinent questions the contractor may pose, and insure that the contractor has a complete and legible data package as well as a complete understanding of the technical requirements specified in the data package; provide points of contact; reporting requirements; critical scheduling and process items.

The RDECOM CONTRACTING CENTER POC:

PCO: Susan A. Greider – 410-278-0872, susan.greider@us.army.mil
Contract Specialist: (b) (6)

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	APR 2008
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	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
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 2009
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
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-1	State and Local Taxes	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984

52.232-17	Interest	OCT 2008
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 2008
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
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
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
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7021	Trade Agreements	JUL 2009
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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)	AUG 2009
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of The Principal Assistant Responsible for Contracting and shall not be binding until so approved.

(End of clause)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **shoot packs as defined by Attachment 1 PD FQ/PD 07-05D dated 02 Sep 09, in addition, sample will be provide for 44 IOTVs, (four of each size); 12 pairs of DAPS (four of each size) plus materials stated in Attachment 4,** within 30 calendar days from the date of **Delivery Order Award** this contract to the Government at Aberdeen Test Center (ATC) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **60** calendar days after the Government receives the first article, 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 submit an additional first article for testing. After each request, 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 furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. 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 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, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, 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) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) 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.

(i) 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 or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **the end of the contract 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 **500 each of IOTV per month** (insert dollar figure or quantity), 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 **30,000 each of IOTV per month** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **30,000 each of IOTV per month** (insert dollar figure or quantity); 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 **7** 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)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(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)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(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:

(b) (6)

U.S. Army Research, Development & Engineering Command Contracting Center
(RDECOM CC)
ATTN: CCRD-OP
4118 Susquehanna Avenue
Aberdeen Proving Ground, MD 21005-3013

(b) (6)

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.

DLAD CLAUSES

52.211-9005 Conditions for evaluation and acceptance of offers for critical safety items.

As prescribed in 11.304-90(a), insert the following clause:

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS

(APR 2002) - DLAD

(a) Definitions.

"Actual manufacturer" means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

"Approved source" means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

"Critical safety item" (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

"Design control activity" means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that

part. The design control activity may or may not be the actual manufacturer.

"Exact product" and "alternate product" are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

"Prime contractor" means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

"Rebranding" means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This clause applies only to offers of "exact product." Offers of "alternate product" will be evaluated in accordance with the clause at DLAD 52.217-9002. Offerors of Government surplus material must comply with the requirements in the clause at DLAD 52.211-9000 in addition to this clause, and surplus offers will be evaluated in accordance with the provision at DLAD 52.211-9003.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under the direction of an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

(1) If offered item(s) are "not in stock" or "not yet manufactured" --

(i) A copy of Offeror's Request for Quotation to approved source cited in AID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation.

(2) If offered item(s) are "shipped" or "in stock" --

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement; or

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation; and

(iv) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacture or distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this clause or solicitation already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government --

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

(End of clause)

52.211-9006 Changes in contractor status, item acquired, and/or manufacturing process/facility Officer may result in r

As prescribed in 11.304-90(b), insert the following clause:

**CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR
MANUFACTURING PROCESS/FACILITY --**

CRITICAL SAFETY ITEMS ([July] 2002) - DLAD

(a) If any changes occur in the ContractorD, AND/OR MANUFACTURING PROCESS/FACILITY -- facility ource(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer (ACO).

(b) The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

(1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;

(2) Changes in the manufacturing process;

(3) A change in the approved sourcecess;ations or standards tha

(4) A transfer of manufacturing facilities by the approved source since last manufacture.

(End of clause)

52.211-9007 Withholding of Materiel Review Board (MRB) authority.

As prescribed in 11.304-90(c), insert the following clause:

WITHHOLDING OF MATERIEL REVIEW BOARD (MRB)
AUTHORITY -- CRITICAL SAFETY ITEMS

([July] 2002) -- DLAD

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DSCR Technical Oversight Office (TOO) Web site at <http://www.dscr.dla.mil/userweb/vg/CriticalPartReview.htm>.)

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT/ATTACHMENT

DOCUMENT TYPE	DESCRIPTION	PAGES
Attachment 1	FQ/PD 07-05D DATED 02 SEP 09	72
Attachment 2	FQ/PD 07-10A DATED 20 MAR 09	46
Attachment 3	CDRLS	12
Attachment 4	DELIVERY REQs. FOR FAT	2
Attachment 5	SHIPPING INSTRUCTIONS	4
Attachment 6	NSNs	3
Attachment 7	RFID INFORMATION GUIDE	27
Attachment 8	SMART ADVANCED SHIPPING	3
Attachment 9	AccumarkSoftware Set File	