

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1   127			
2. CONTRACT NO.		3. SOLICITATION NO. W91CRB-07-R-0041	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 25 May 2007	6. REQUISITION/PURCHASE NO. W9123120073063				
7. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013  CODE W91CRB  TEL: FAX:			8. ADDRESS OFFER TO  <b>See Item 7</b>  CODE  TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>12:00 PM</u> local time <u>07 Feb 2008</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME SHERRI L. COMER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-278-0867		C. E-MAIL ADDRESS Sherri.Comer@us.army.mil				
<b>11. TABLE OF CONTENTS</b>										
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)	
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X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		80	X	J	LIST OF ATTACHMENTS		104 - 105	
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<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		

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

## Section A - Solicitation/Contract Form

CONTRACT INFORMATION**1. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS RATING: DO-C9****2. TYPE OF CONTRACT:**

a. The basic contract is issued on an Indefinite Quantity/Indefinite Delivery (IDIQ) basis for five (5) years in accordance with FAR 16.504.

b. Individual delivery orders issued under the basic contract shall be on a firm fixed price basis.

**3. 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 500 sets of one system or the combination of systems totaling 500 sets consisting of Enhanced Small Arms Protective Inserts (ESAPI) or 500 sets of X Small arms Protective Inserts (XSAPI).

b. The Government may place additional delivery orders per awardee for a maximum of 240,000 sets per year of ESAPI and/or 240,000 sets per year of XSAPI with a not-to-exceed maximum of 1,200,000 sets of ESAPI and/or 1,200,000 sets of XSAPI.

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

**4. BASIS FOR AWARD OF DELIVERY ORDERS:**

The procedure for award of delivery orders shall be accomplished using the method described herein. Qualified contractors for the ESAPI and/or XSAPI shall be notified of the Government's intent to purchase ESAPI and/or XAPI by email or telephonically. Each contractor shall be given two business days to determine a proposed delivery schedule and proposed unit price (if lower than the range price of the contract). If no reply is given the Government shall determine the delivery schedule based on the existing delivery rate and contract price. The determination of any future awards shall be based on a number of factors (all of equal importance) including delivery schedule, performance risk, price, and industrial base continuity.

**5. CRITICAL APPLICATION ITEM – SOURCE INSPECTION REQUIRED**

THE CONTRACTOR SHALL PROVIDE MEASUREMENTS AND CERTIFICATES OF CONFORMANCE FOR ALL MATERIAL PROPERTIES IDENTIFIED IN THE PERFORMANCE REQUIREMENTS BY SPECIFIC TEST METHODS.

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.**

BALLISTIC TESTING: ALL BALLISTIC TESTING FOR PRODUCTION LOTS SHALL BE CONDUCTED AT AN NATIONAL INSTITUTE OF JUSTICE (NIJ) CERTIFIED LAB APPROVED BY PM SSV. COPIES OF ALL BALLISTIC REPORTS ARE TO BE SUBMITTED TO PM-SEQ/SSV FOR ACCEPTANCE PURPOSES.

COPIES ARE TO BE SUBMITTED TO DR. JAMES ZHENG, PM-SEQ, FAX # (703) 704-4866 AND MR. ROBERT DILALLA, PM-SSV, FAX # (703) 704-9415.

BALLISTIC TESTING ON END ITEMS SHALL BE CONSIDERED ACCEPTANCE TESTING. NOTIFY THIS OFFICE TEN 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-SEQ/SSV.

LOT NUMBERING IS APPLICABLE.

#### 6. **BERRY AMENDMENT.**

Products provided must be in compliance with the ~~Berry Amendment~~, in that all components of the item are to be ~~grown, reprocessed, reused, or produced in the United States~~. Reference DFAR Clause 252.225-7012 Preference for Certain Domestic Commodities (JAN 2007).

#### 7. **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.

#### 8. **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.

#### 9. **CONSIDERATION FOR LATE DELIVERIES:**

a. ~~Actual~~ deliveries will be compared to the ~~scheduled~~ deliveries during the first week of the following month, i.e., December deliveries will be reviewed at the beginning of January. 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) ESAPI/XSAPI Set in ~~consideration~~ for every five (5) ESAPI/XSAPI Sets delivered late (whichever applies). Sizes and quantities will be in accordance with the applicable size tariff. A new CLIN will be incorporated for these quantities into the Delivery Order for which it applies. Deliveries for the new CLIN will be added at the end of the delivery schedule.

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.



Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	CANCELLED FFP Contractor shall provide Flexible Small Arms Protective Vest, E-Level in accordance with Attachment 15 - Purchase Description Personal Armor, Flexible Small Arms Protective Vest, E-Level FQ/PD 07-06 dated 14 Jun 07; Attachment 19 - Testing Instruction - First Article Test - FSAPV-E - FQ/PD 07-06; Attachment 21 - FSAPV-E Q/A Test Protocol - FQ/PD 07-06. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AA	X-Small FFP FOB: Destination		Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AB	Small FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AC	Medium FFP FOB: Destination				
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AD	Large FFP FOB: Destination		Each		
					_____
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AE	X-Large FFP FOB: Destination		Each		
					_____
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AF	XX-Large FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AG	XXX-Large FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AH	XXXX-Large FFP FOB: Destination		Each		
					MAX NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	CANCELLED FFP Contractor shall provide Flexible Small Arms Protective Vest, X-Level in accordance with Attachment 16 - Purchase Description Personal Armor, Flexible Small Arms Protective Vest, X-Level FQ/PD 07-07 dated 14 Jun 07; Attachment 20 - Testing Instruction - First Article Test - FSAPV-X - FQ/PD 07-07; Attachment 22 - FSAPV-X Q/A Test Protocol - FQ/PD 07-07. FOB: Destination	UNDEFINED			
					MAX NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AA	X-Small FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AB	Small FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AC	Medium FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AD	Large FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AE	X-Large FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AF	XX-Large FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AG	XXX-Large FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AA	X-Small FFP FOB: Destination		Each		

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AB	Small FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AC	Medium FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AD	Large FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AE	X-Large FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AH	XXXX-Large FFP FOB: Destination		Each		
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0015AA	X-Small FFP FOB: Destination	UNDEFINED	Each		

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0017

CANCELLED

FFP

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FOB: Destination

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0017AA

X-Small

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0018AB	Small FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AC	Medium FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AD	Large FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AE	X-Large FFP FOB: Destination		Each		
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				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AF	XX-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AG	XXX-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AH	XXXX-large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	CANCELLED FFP Contractor shall provide Flexible Small Arms Protective Vest, E-Level in accordance with Attachment 15 - Purchase Description Personal Armor, Flexible Small Arms Protective Vest, E-Level FQ/PD 07-06 dated 14 Jun 07; Attachment 19 - Testing Instruction - First Article Test - FSAPV-E - FQ/PD 07-06; Attachment 21 - FSAPV-E Q/A Test Protocol - FQ/PD 07-06. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AA	X-Small FFP FOB: Destination		Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AB	Small FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AC	Medium FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AD	Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AE	X-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AF	XX-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AG	XXX-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AH	XXXX-Large FFP FOB: Destination		Each		
				MAX NET AMT	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	CANCELLED FFP Contractor shall provide Flexible Small Arms Protective Vest, X-Level in accordance with Attachment 16 - Purchase Description Personal Armor, Flexible Small Arms Protective Vest, X-Level FQ/PD 07-07 dated 14 Jun 07; Attachment 20 - Testing Instruction - First Article Test - FSAPV-X - FQ/PD 07-07; Attachment 22 - FSAPV-X Q/A Test Protocol - FQ/PD 07-07. FOB: Destination	UNDEFINED			
				MAX NET AMT	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AA	X-Small FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AB	Small FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AC	Medium FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AD	Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AE	X-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AF	XX-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AG	XXX-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AH	XXXX-Large FFP FOB: Destination		Each		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0100	YEAR ONE - Months 1 through 12 FFP Contractor shall provide Enhanced Small Arms Protective Inserts (ESAPI) in accordance with Attachment 01 - Purchase Description Personal Armor, Enhanced Small Arms Protective Insert CO/PD 04-19D dated 14 Jun 07; Attachment 03 - ESAPI Drawings 2-6-0588, 2-6-0589, 2-6-0590, 2-6-0591, and 2-6-0592; Attachment 06 - Testing Instruction - First Article Test - ESAPI - CO/PD 04-19; Attachment 08 - ESAPI Q/A Test Protocol - CO/PD 04-19. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101	ESAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0102	ESAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0103	ESAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104	ESAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0105	ESAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0200	YEAR ONE - Months 1 through 12 FFP Contractor shall provide X Small Arms Protective Inserts (XSAPI) in accordance with Attachment 02 - Purchase Description Personal Armor, X Small Arms Protective Insert FQ/PD 07-03A dated 14 Jun 07; Attachment 07 - Testing Instruction - First Article Test (FAT) - XSAPI - FQ/PD 07-03; Attachment 09 - XSAPI Q/A Test Protocol - FQ/PD 07-03. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201	XSAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202	XSAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0203	XSAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204	XSAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0205	XSAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0300	YEAR TWO - Months 13 through 24 FFP Contractor shall provide Enhanced Small Arms Protective Inserts (ESAPI) in accordance with Attachment 01 - Purchase Description Personal Armor, Enhanced Small Arms Protective Insert CO/PD 04-19D dated 14 Jun 07; Attachment 03 - ESAPI Drawings 2-6-0588, 2-6-0589, 2-6-0590, 2-6-0591, and 2-6-0592; Attachment 06 - Testing Instruction - First Article Test - ESAPI - CO/PD 04-19; Attachment 08 - ESAPI Q/A Test Protocol - CO/PD 04-19. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301	ESAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0302	ESAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0303	ESAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304	ESAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0305	ESAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0400	YEAR TWO - Months 13 through 24 FFP Contractor shall provide X Small Arms Protective Inserts (XSAPI) in accordance with Attachment 02 - Purchase Description Personal Armor, X Small Arms Protective Insert FQ/PD 07-03A dated 14 Jun 07; Attachment 07 - Testing Instruction - First Article Test (FAT) - XSAPI - FQ/PD 07-03; Attachment 09 - XSAPI Q/A Test Protocol - FQ/PD 07-03. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401	XSAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0402	XSAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0403	XSAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0404	XSAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0405	XSAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0500	<p>YEAR THREE - Months 25 through 36 FFP Contractor shall provide Enhanced Small Arms Protective Inserts (ESAPI) in accordance with Attachment 01 - Purchase Description Personal Armor, Enhanced Small Arms Protective Insert CO/PD 04-19D dated 14 Jun 07; Attachment 03 - ESAPI Drawings 2-6-0588, 2-6-0589, 2-6-0590, 2-6-0591, and 2-6-0592; Attachment 06 - Testing Instruction - First Article Test - ESAPI - CO/PD 04-19; Attachment 08 - ESAPI Q/A Test Protocol - CO/PD 04-19. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063</p>	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0501	<p>ESAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063</p>	2,400	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0502	ESAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0503	ESAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0504	ESAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0505	ESAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0600	YEAR THREE - Months 25 through 36 FFP Contractor shall provide X Small Arms Protective Inserts (XSAPI) in accordance with Attachment 02 - Purchase Description Personal Armor, X Small Arms Protective Insert FQ/PD 07-03A dated 14 Jun 07; Attachment 07 - Testing Instruction - First Article Test (FAT) - XSAPI - FQ/PD 07-03; Attachment 09 - XSAPI Q/A Test Protocol - FQ/PD 07-03. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0601	XSAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0602	XSAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0603	XSAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0604	XSAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0605	XSAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0700	YEAR FOUR - Months 37 through 48 FFP Contractor shall provide Enhanced Small Arms Protective Inserts (ESAPI) in accordance with Attachment 01 - Purchase Description Personal Armor, Enhanced Small Arms Protective Insert CO/PD 04-19D dated 14 Jun 07; Attachment 03 - ESAPI Drawings 2-6-0588, 2-6-0589, 2-6-0590, 2-6-0591, and 2-6-0592; Attachment 06 - Testing Instruction - First Article Test - ESAPI - CO/PD 04-19; Attachment 08 - ESAPI Q/A Test Protocol - CO/PD 04-19. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0701	ESAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0702	ESAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0703	ESAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0704	ESAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0705	ESAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0800	YEAR FOUR - Months 37 through 48 FFP Contractor shall provide X Small Arms Protective Inserts (XSAPI) in accordance with Attachment 02 - Purchase Description Personal Armor, X Small Arms Protective Insert FQ/PD 07-03A dated 14 Jun 07; Attachment 07 - Testing Instruction - First Article Test (FAT) - XSAPI - FQ/PD 07-03; Attachment 09 - XSAPI Q/A Test Protocol - FQ/PD 07-03. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801	XSAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0802	XSAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0803	XSAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0804	XSAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0805	XSAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0900	YEAR FIVE - Months 49 through 60 FFP Contractor shall provide Enhanced Small Arms Protective Inserts (ESAPI) in accordance with Attachment 01 - Purchase Description Personal Armor, Enhanced Small Arms Protective Insert CO/PD 04-19D dated 14 Jun 07; Attachment 03 - ESAPI Drawings 2-6-0588, 2-6-0589, 2-6-0590, 2-6-0591, and 2-6-0592; Attachment 06 - Testing Instruction - First Article Test - ESAPI - CO/PD 04-19; Attachment 08 - ESAPI Q/A Test Protocol - CO/PD 04-19. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0901	ESAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0902	ESAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0903	ESAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0904	ESAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0905	ESAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1000	YEAR FIVE - Months 49 through 60 FFP Contractor shall provide X Small Arms Protective Inserts (XSAPI) in accordance with Attachment 02 - Purchase Description Personal Armor, X Small Arms Protective Insert FQ/PD 07-03A dated 14 Jun 07; Attachment 07 - Testing Instruction - First Article Test (FAT) - XSAPI - FQ/PD 07-03; Attachment 09 - XSAPI Q/A Test Protocol - FQ/PD 07-03. FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	XSAPI - X-Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	2,400	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002	XSAPI - Small FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	17,760	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003	XSAPI - Medium FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	78,240	Set		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004	XSAPI - Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	83,280	Set		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005	XSAPI - X-Large FFP FOB: Destination PURCHASE REQUEST NUMBER: W9123120073063	58,320	Set		

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MAX  
NET AMT

**CRITICAL SAFETY ITEM**

**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 ESAPI/XSAPI/FSAPV is considered a Critical Safety Item.

[https://akss.dau.mil/DAG/Guidebook/IG\\_c11.3.3.3.3.asp](https://akss.dau.mil/DAG/Guidebook/IG_c11.3.3.3.3.asp) [https://akss.dau.mil/DAG/Guidebook/IG\\_c11.3.3.3.3.asp](https://akss.dau.mil/DAG/Guidebook/IG_c11.3.3.3.3.asp)

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.

None.

(List any approved ODS requirements): \_\_\_\_\_

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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 52.0204-4002, CLASS I OZONE DEPLETING SUBSTANCES (OCT 1999)

a. Per Section 326 of Public Law 102-484, effective 1 Jun 93, specifications and standards cannot require the use of Class I ozone depleting substances (ODS) without approval. There are some cases where a specification or standard allows the use of an ODS, but does not specifically require its use. A situation of this type does not require substitution under the law.

b. If this requirement allows, but does not require, the use of a Class I ODS, although it is not mandatory for the contractor to use a non-ODS substance, the contractor is encouraged to give preference to using the non-ODS choice.

AMCAC 52.0223-4001, OSHA STANDARDS (OCT 1999)

Contractor must comply with all applicable OSHA standards.

Section D - Packaging and Marking

PACKAGING INSTRUCTIONS

**PACKAGING INSTRUCTIONS:** Packaging instructions shall be in accordance with Attachment 12 – General Vendor Shipping Instructions.

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

INSPECTION AND ACCEPTANCE**INSPECTION AND ACCEPTANCE:**

Inspection and Acceptance shall be accomplished at the Contractor's facility by the by the cognizant DCMA QA.

The Government will pay for First Article Testing under Delivery Order 0001 for the Preliminary Design Models (PDMs) that passed PDM Testing.

All production quantities submitted after approval of the First Article/Qualification shall be produced using the same materials, processes, procedures, equipment and facilities that resulted in the manufacture of the acceptable First Article/Qualification. This includes all raw materials and/or sub-components. Any change in the production of the approved First Article/Qualification must be reported in writing to the Contracting Officer and the Contracting Officer's Technical Representative (COTR) for determination if a new FAT/Qualification Test is required. The cost of such testing will be borne by the vendors.

The Government reserves the right to require full or modified First Article Testing (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 10.) The cost of such testing will be borne by the vendor.

## 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
0002	Origin	Government	Origin	Government
0002AA	Origin	Government	Origin	Government
0002AB	Origin	Government	Origin	Government
0002AC	Origin	Government	Origin	Government
0002AD	Origin	Government	Origin	Government
0002AE	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0003AA	Origin	Government	Origin	Government
0003AB	Origin	Government	Origin	Government
0003AC	Origin	Government	Origin	Government
0003AD	Origin	Government	Origin	Government
0003AE	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0004AA	Origin	Government	Origin	Government

0004AB Origin	Government	Origin	Government
0004AC Origin	Government	Origin	Government
0004AD Origin	Government	Origin	Government
0004AE Origin	Government	Origin	Government
0005 Origin	Government	Origin	Government
0005AA Origin	Government	Origin	Government
0005AB Origin	Government	Origin	Government
0005AC Origin	Government	Origin	Government
0005AD Origin	Government	Origin	Government
0005AE Origin	Government	Origin	Government
0006 Origin	Government	Origin	Government
0006AA Origin	Government	Origin	Government
0006AB Origin	Government	Origin	Government
0006AC Origin	Government	Origin	Government
0006AD Origin	Government	Origin	Government
0006AE Origin	Government	Origin	Government
0007 Origin	Government	Origin	Government
0007AA Origin	Government	Origin	Government
0007AB Origin	Government	Origin	Government
0007AC Origin	Government	Origin	Government
0007AD Origin	Government	Origin	Government
0007AE Origin	Government	Origin	Government
0008 Origin	Government	Origin	Government
0008AA Origin	Government	Origin	Government
0008AB Origin	Government	Origin	Government
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0008AD Origin	Government	Origin	Government
0008AE Origin	Government	Origin	Government
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0009AA Origin	Government	Origin	Government
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0009AD Origin	Government	Origin	Government
0009AE Origin	Government	Origin	Government
0010 Origin	Government	Origin	Government
0010AA Origin	Government	Origin	Government
0010AB Origin	Government	Origin	Government
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0010AD Origin	Government	Origin	Government
0010AE Origin	Government	Origin	Government
0011 Origin	Government	Origin	Government
0011AA Origin	Government	Origin	Government
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0012 Origin	Government	Origin	Government
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0012AE Origin	Government	Origin	Government
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0013 Origin	Government	Origin	Government
0013AA Origin	Government	Origin	Government
0013AB Origin	Government	Origin	Government
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0013AE Origin	Government	Origin	Government
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0013AH Origin	Government	Origin	Government
0014 Origin	Government	Origin	Government
0014AA Origin	Government	Origin	Government
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0014AD Origin	Government	Origin	Government
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0015 Origin	Government	Origin	Government
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0015AH Origin	Government	Origin	Government
0016 Origin	Government	Origin	Government
0016AA Origin	Government	Origin	Government
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0016AH Origin	Government	Origin	Government
0017 Origin	Government	Origin	Government
0017AA Origin	Government	Origin	Government
0017AB Origin	Government	Origin	Government
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0019 Origin	Government	Origin	Government
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0019AG Origin	Government	Origin	Government
0019AH Origin	Government	Origin	Government
0020 Origin	Government	Origin	Government
0020AA Origin	Government	Origin	Government
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0020AC Origin	Government	Origin	Government
0020AD Origin	Government	Origin	Government
0020AE Origin	Government	Origin	Government
0020AF Origin	Government	Origin	Government
0020AG Origin	Government	Origin	Government
0020AH 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 9001:2000 (This is only a reference for the higher quality system equivalent, not a requirement for certification. Contractors do not have to be ISO 9001:2000 certified.)

(End of clause)

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

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source.

In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

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

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

(d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

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

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

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

(End of clause)

## SPECIAL PROVISIONS

### 52.211-9005 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 Systems and subsystems, assemblies, and subassemblies integral to a system.

"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 manufacturer 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
  - (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)

**52.211-9007 WITHHOLDING OF MATERIAL REVIEW BOARD (MRB) AUTHORITY  
- CRITICAL SAFETY ITEMS (JAN 2005) 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.  
(End of clause)

Section F - Deliveries or Performance

SHIPPING ADDRESS

**SHIPPING ADDRESS:**

Shipping address will be stated in each Delivery Order. The primary shipping address is:

DODAAC: W919DX  
 XR W27P PEO Soldier  
 Staging Net Facility TPF  
 15395 Joh Marshall Hwy  
 Haymarket, VA 20169-5000

POP & DELIVERY SCHEDULE

**PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE:**

The term of this contract shall commence on date of contract award and continue through 60 months thereafter. The delivery schedule will be stated in each Delivery Order.

Minimum Monthly Delivery of 500 sets for ESAPI and/or XSAPI is required. The estimated maximum is 20,000 per month. Offeror to propose ~~alternate~~ delivery schedules to include maximum production rates. Offeror is cautioned to propose a realistic ~~alternate~~ delivery schedule to include maximum production rates. See Section B, paragraph 11 - ~~Consideration for Late Deliveries.~~

Each delivery order will establish a delivery schedule.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

0002AA N/A	N/A	N/A	N/A
0002AB N/A	N/A	N/A	N/A
0002AC N/A	N/A	N/A	N/A
0002AD N/A	N/A	N/A	N/A
0002AE N/A	N/A	N/A	N/A
0003 N/A	N/A	N/A	N/A
0003AA N/A	N/A	N/A	N/A
0003AB N/A	N/A	N/A	N/A
0003AC N/A	N/A	N/A	N/A
0003AD N/A	N/A	N/A	N/A
0003AE N/A	N/A	N/A	N/A
0004 N/A	N/A	N/A	N/A
0004AA N/A	N/A	N/A	N/A
0004AB N/A	N/A	N/A	N/A
0004AC N/A	N/A	N/A	N/A
0004AD N/A	N/A	N/A	N/A
0004AE N/A	N/A	N/A	N/A
0005 N/A	N/A	N/A	N/A
0005AA N/A	N/A	N/A	N/A
0005AB N/A	N/A	N/A	N/A
0005AC N/A	N/A	N/A	N/A
0005AD N/A	N/A	N/A	N/A
0005AE N/A	N/A	N/A	N/A
0006 N/A	N/A	N/A	N/A
0006AA N/A	N/A	N/A	N/A
0006AB N/A	N/A	N/A	N/A
0006AC N/A	N/A	N/A	N/A

0006AD N/A	N/A	N/A	N/A
0006AE N/A	N/A	N/A	N/A
0007 N/A	N/A	N/A	N/A
0007AA N/A	N/A	N/A	N/A
0007AB N/A	N/A	N/A	N/A
0007AC N/A	N/A	N/A	N/A
0007AD N/A	N/A	N/A	N/A
0007AE N/A	N/A	N/A	N/A
0008 N/A	N/A	N/A	N/A
0008AA N/A	N/A	N/A	N/A
0008AB N/A	N/A	N/A	N/A
0008AC N/A	N/A	N/A	N/A
0008AD N/A	N/A	N/A	N/A
0008AE N/A	N/A	N/A	N/A
0009 N/A	N/A	N/A	N/A
0009AA N/A	N/A	N/A	N/A
0009AB N/A	N/A	N/A	N/A
0009AC N/A	N/A	N/A	N/A
0009AD N/A	N/A	N/A	N/A
0009AE N/A	N/A	N/A	N/A
0010 N/A	N/A	N/A	N/A
0010AA N/A	N/A	N/A	N/A
0010AB N/A	N/A	N/A	N/A
0010AC N/A	N/A	N/A	N/A
0010AD N/A	N/A	N/A	N/A
0010AE N/A	N/A	N/A	N/A
0011 N/A	N/A	N/A	N/A

0011AA N/A	N/A	N/A	N/A
0011AB N/A	N/A	N/A	N/A
0011AC N/A	N/A	N/A	N/A
0011AD N/A	N/A	N/A	N/A
0011AE N/A	N/A	N/A	N/A
0011AF N/A	N/A	N/A	N/A
0011AG N/A	N/A	N/A	N/A
0011AH N/A	N/A	N/A	N/A
0012 N/A	N/A	N/A	N/A
0012AA N/A	N/A	N/A	N/A
0012AB N/A	N/A	N/A	N/A
0012AC N/A	N/A	N/A	N/A
0012AD N/A	N/A	N/A	N/A
0012AE N/A	N/A	N/A	N/A
0012AF N/A	N/A	N/A	N/A
0012AG N/A	N/A	N/A	N/A
0012AH N/A	N/A	N/A	N/A
0013 N/A	N/A	N/A	N/A
0013AA N/A	N/A	N/A	N/A
0013AB N/A	N/A	N/A	N/A
0013AC N/A	N/A	N/A	N/A
0013AD N/A	N/A	N/A	N/A
0013AE N/A	N/A	N/A	N/A
0013AF N/A	N/A	N/A	N/A
0013AG N/A	N/A	N/A	N/A
0013AH N/A	N/A	N/A	N/A
0014 N/A	N/A	N/A	N/A

0014AA N/A	N/A	N/A	N/A
0014AB N/A	N/A	N/A	N/A
0014AC N/A	N/A	N/A	N/A
0014AD N/A	N/A	N/A	N/A
0014AE N/A	N/A	N/A	N/A
0014AF N/A	N/A	N/A	N/A
0014AG N/A	N/A	N/A	N/A
0014AH N/A	N/A	N/A	N/A
0015 N/A	N/A	N/A	N/A
0015AA N/A	N/A	N/A	N/A
0015AB N/A	N/A	N/A	N/A
0015AC N/A	N/A	N/A	N/A
0015AD N/A	N/A	N/A	N/A
0015AE N/A	N/A	N/A	N/A
0015AF N/A	N/A	N/A	N/A
0015AG N/A	N/A	N/A	N/A
0015AH N/A	N/A	N/A	N/A
0016 N/A	N/A	N/A	N/A
0016AA N/A	N/A	N/A	N/A
0016AB N/A	N/A	N/A	N/A
0016AC N/A	N/A	N/A	N/A
0016AD N/A	N/A	N/A	N/A
0016AE N/A	N/A	N/A	N/A
0016AF N/A	N/A	N/A	N/A
0016AG N/A	N/A	N/A	N/A
0016AH N/A	N/A	N/A	N/A
0017 N/A	N/A	N/A	N/A

0017AA N/A	N/A	N/A	N/A
0017AB N/A	N/A	N/A	N/A
0017AC N/A	N/A	N/A	N/A
0017AD N/A	N/A	N/A	N/A
0017AE N/A	N/A	N/A	N/A
0017AF N/A	N/A	N/A	N/A
0017AG N/A	N/A	N/A	N/A
0017AH N/A	N/A	N/A	N/A
0018 N/A	N/A	N/A	N/A
0018AA N/A	N/A	N/A	N/A
0018AB N/A	N/A	N/A	N/A
0018AC N/A	N/A	N/A	N/A
0018AD N/A	N/A	N/A	N/A
0018AE N/A	N/A	N/A	N/A
0018AF N/A	N/A	N/A	N/A
0018AG N/A	N/A	N/A	N/A
0018AH N/A	N/A	N/A	N/A
0019 N/A	N/A	N/A	N/A
0019AA N/A	N/A	N/A	N/A
0019AB N/A	N/A	N/A	N/A
0019AC N/A	N/A	N/A	N/A
0019AD N/A	N/A	N/A	N/A
0019AE N/A	N/A	N/A	N/A
0019AF N/A	N/A	N/A	N/A
0019AG N/A	N/A	N/A	N/A
0019AH N/A	N/A	N/A	N/A
0020 N/A	N/A	N/A	N/A

0020AA N/A	N/A	N/A	N/A
0020AB N/A	N/A	N/A	N/A
0020AC N/A	N/A	N/A	N/A
0020AD N/A	N/A	N/A	N/A
0020AE N/A	N/A	N/A	N/A
0020AF N/A	N/A	N/A	N/A
0020AG N/A	N/A	N/A	N/A
0020AH N/A	N/A	N/A	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 REFERENCE

252.246-7003	Notification of Potential Safety Issues	JAN 2007
AMCAC 52.0242-4001	Instructions to Paying Office and Administrative Contracting Office	OCT 2002

SPECIAL PROVISIONS

**52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY - CRITICAL SAFETY ITEMS (JUL 2002) DLAD**

(a) If any changes occur in the Contractor's business status or relationship with the approved source(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 source's manufacturing location; or

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

(End of Clause)

Section H - Special Contract Requirements

INFORMATION

**DD 250 INSTRUCTIONS:**

A copy of the Material Inspection and Receiving Report DD Form 250 are to be mailed, emailed or faxed to the following addressee:

PM Soldier Equipment  
ATTN: SFAE-SDR-SEQ/Debbie Shreve  
10170 Beach Road  
Ft. Belvoir, VA 22060  
FAX: 703-704-4883  
Email: [debra.shreve@us.army.mil](mailto:debra.shreve@us.army.mil)

## 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
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52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
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52.233-1	Disputes	JUL 2002
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52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
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252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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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	MAR 2007
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
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#### 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)

(To be completed at time of award.)

(a) The Contractor shall deliver 35 units for ESAPI and/or 45 units for XSAPI for the Design(s) that passed PDM Testing and IAW Attachments 6 and 7 unit(s) of Lot/Item 01 within 30 calendar days from the date of this contract to the Government at H.P. White, Street, MD 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 30 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 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 **500 sets**, 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 **240,000 sets**;

(2) Any order for a combination of items in excess of **480,000 sets**; or

(3) A series of orders from the same ordering office within **10** 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)

## 52.216-22 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 **end of contract**.

(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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 01	Attachment 01 - ESAPI PD	22	14-JUN-2007
Attachment 02	Attachment 02 - XSAPI PD	22	14-JUN-2007
Attachment 03	Atch 03 - Drawings	1	
Attachment 04	Attachment 04 - ESAPI PDM Test Protocol	2	
Attachment 05	Attachment 05 - XSAPI PDM Test Protocol	2	
Attachment 06	Attachment 06 - ESAPI FAT	2	
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## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (c) applies.

Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-6 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

## Other End Products

Line Item No.:

Country of Origin:-----

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

## (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

## (3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

## (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government

of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) ~~"Entity controlled by a foreign government"~~—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) ~~"Foreign government"~~ includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) ~~"Proscribed information"~~ means—

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

SUBMISSION INSTRUCTIONS**1. TIME FOR SUBMISSION:**

See Block 9 of Standard Form 33

**2. TIME FOR ACCEPTANCE:**

Unless offerors inserts a different period of time on the Standard Form 33, the proposal will remain valid for a period of 120 days from date of receipt specified in the solicitation.

**3. PROPOSAL FORMAT:** The areas to be proposed are as follows:

VOLUME 1 - FACTOR I – TECHNICAL

Preliminary Design Models (PDM)

VOLUME 2 - FACTOR II – SCHEDULE

VOLUME 3 - FACTOR III – PERFORMANCE RISK

VOLUME 4 - FACTOR IV - PRICE

**4. EVALUATION APPROACH**

All proposals shall be subject to evaluation by a team of Government and Government Support Contractor personnel. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately considered, defined, and satisfied the requirements specified in the solicitation requirements. The proposal will also be evaluated for the extent to which each requirement of the solicitation has been addressed in the proposal in accordance with the Proposal Submission section.

The proposal will be evaluated to determine whether the offeror's methods and approach in meeting the proposed tasks and requirements provide the Government with a high level of confidence of successful completion in a timely manner.

**A. TECHNICAL.**

The technical qualification of each offeror's submitted assembly will be conducted by the Government using PDM Procedures in accordance with the Personal Armor, Enhanced Small Arms Protective Insert Purchase Descriptions, CO/PD 04-19D (Attachment 01), X Small Arms Protective Insert FQ/PD 07-03A (Attachment 02), Purchase Description Flexible Small Arms Protective Vest E-Level FQ/PD 07-06 (Attachment 15) or Purchase Description Flexible Small Arms Protective Vest X-Level FQ/PD 07-07 (Attachment 16), as applicable, and corresponding PDM Protocols (Attachments 04, 05, 17 and 18).

NOTE – When assessing technical success of the PDM ESAPI or XSAPI (inserts), the Government will focus on the following conditions in accordance with the applicable First Article Testing and Quality Assurance Test Protocol. The submission will be tested with standard baseline shoot packs (28 plies Kevlar KM2 600d 34x34). PDMs for FSAPV(E) and FSAPV(X) will not be tested utilizing shoot packs.

**B. SCHEDULE.**

The offeror shall adhere to the delivery schedule under Section F – Period of Performance and Delivery Schedule. If an offeror can provide a more aggressive delivery schedule they are highly encouraged to do so.

### C. PERFORMANCE RISK.

(1) The Performance Risk evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's previous and current record of contractual performance, as defined herein. In this context, the "Offeror" refers to the proposed prime contractor and all proposed subcontractors who are performing a significant portion of the effort (20% or more of the labor hours), or all of members of a contractor team arrangement (as defined by FAR 9.601). In either case, the prime contractor and proposed subcontractors will be assessed individually and results will then be assessed to derive the offeror's Performance Risk rating. Performance Risk will be reflected in the adjectival ratings assigned to the Performance Risk factor. A lack of performance record will result in an "unknown" Performance Risk rating. When assessing Performance Risk, the Government will focus on Government contracts that meet the following conditions:

(a). Recency – Only contracts that were in performance or awarded on or after 01 January 2005 will be considered.

(b). Relevancy – Only contracts which were/are relevant in scope to the ESAPI and/or FSAPV will be considered.

(2) The Government will examine the offeror's record of satisfying customer requirements, including consideration of the offeror's:

(a). Performance, including technical performance, quality control, material management, acquisition management and commitment to customer satisfaction as evidenced by reasonable and cooperative behavior.

(b). Record of forecasting and containing costs on previously performed contracts (other than firm fixed price contracts).

(c). Adherence to contract schedules, including the administrative aspects of performance.

(3) Any significant achievements, problems or lack of relevant data in any of these areas will be considered. A negative finding may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

(4) Offerors are cautioned that in conducting the Performance Risk assessment, the Government may use both data provided in the offeror's proposal and data independently obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided and to ensure that the data is current, accurate and complete. Offerors are reminded that while the Government may elect to consider data obtained from other sources, it does not assume the duty to search for data to cure problems found in the proposals. The burden of demonstrating low performance risk remains with the offeror.

### (D) PRICE.

The offeror shall list their prices and range quantities under each CLIN of the Solicitation. Price will be evaluated based on minimum quantities stated under each CLIN. NOTE: Multiple awards will only be issued to vendors with the capability to supply all five (5) sizes of ESAPI and/or XSAPI and/or all eight (8) sizes of FSAPV-E and/or FSAPV-X.

The Government may elect not to award to an offeror whose prices are materially unbalanced. An offeror is materially unbalanced when it is based on prices significantly overstated for some work and significantly understated for other work.

## 5. Definitions.

- a. Acceptable. The approach presented by the offeror meets the minimum requirements of the RFP.
- b. Deficiency. A material failure to meet a requirement.
- c. Good. The approach presented by the offeror meets or exceeds the requirements of the RFP and offers some major strengths or numerous minor strengths, which are not offset by weaknesses.
- d. Outstanding. The approach presented by the offeror meets or exceeds the requirements of the RFP and offers numerous major strengths, which are not offset by weaknesses.
- e. Rating. The rating for the Technical factor and sub-factors will be expressed as an adjectival assessment of Outstanding, Good, Acceptable, and Susceptible to Being Made Acceptable or Unacceptable. Adjectival rating definitions will be applied at the sub factor level only. The sub factor ratings will then be rolled up to determine the overall factor rating. The adjectival rating definitions will not be reapplied at the factor level. Ratings of High Risk, Moderate Risk, Low Risk or Unknown Risk (as defined below) will be assigned to the Performance Risk Factor.
  1. High Risk - Significant doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort.
  2. Moderate Risk - Some doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort.
  3. Low Risk - Little doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort.
  4. Unknown Risk - No relevant performance record identifiable; equates to a neutral rating having no positive or negative evaluation significance.
- f. Susceptible to Being Made Acceptable. An approach which as initially proposed cannot be rated acceptable because of minor errors, omissions or deficiencies which are capable of being corrected without a major rewrite or revision of the proposal.
- g. Unacceptable. A proposal that contains major errors, omissions or deficiencies, which indicate a lack of understanding of the problems or an approach which cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the proposal.

## 6. PROPOSAL SUBMISSION

A. The Offeror's proposal shall be submitted in four (4) separate volumes: Technical (4 copies), Schedule (4 copies), Performance Risk (4 copies), and Price (Solicitation - Signed cover page and completed solicitation requirements) (2 copies). Each volume shall be numbered (e.g. I of IV.) PLEASE DO NOT PACK THESE VOLUMES IN THE SAME BOXES AS THE PDMS. IDENTIFY WHICH BOX CONTAINS THE VOLUMES ON THE OUTSIDE OF THE BOX. To reduce proposal size, offerors shall submit only essential matters sufficient to clearly present their approach and provide an adequate basis for evaluation. The proposals shall be bound using three (3) ring binders or a similar technique, which allows for the insertion of replacement pages. Page size shall be the standard 8 ½ x 11 inches (or metric A4). Print type shall be no smaller than twelve (12) characters per inch (fifteen (15) characters per inch when part of a graphical depiction) when using fixed width typeface or smaller than ten (10) point as part of a graphical depiction) when using proportional width typeface.

The Government will consider how well the offeror complied with these instructions when evaluating the offeror's capability to perform the prospective contract. The Government will consider an offeror's noncompliance with these instructions or any attempt to take advantage of loopholes in these instructions to be indicative of the type of conduct that it may expect from the offeror during contract performance. The Government will evaluate the offeror's capability accordingly. Offerors are advised to ask the contracting officer for clarification of any part of these instructions that they do not understand.

B. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Each Volume of the proposal shall consist of a Table of Contents, Summary Section and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

(1) Volume I – Technical (4 copies).

a. ESAPI. The offeror shall submit 30 each (not sets) PDMs (six of each size) for ESAPI. PDM testing will be conducted in accordance with CO/PD 04-19D, dated 14 June 2007, following the applicable PDM Testing Protocols. The Government will issue a letter of approval to the offeror after successful completion of First Article Testing (FAT).

b. XSAPI. The offeror shall submit 45 each (not sets) PDMs (nine of each size) for XSAPI. PDM testing will be conducted in accordance with FQ/PD 07-03A, dated 14 June 2007, following the applicable PDM Testing Protocols. The Government will issue a letter of approval to the offeror after successful completion of FAT.

c. FSAPV. The offeror shall submit 30 PDMs (six of each size) for FSAPV(E), and/or 45 PDMs (nine of each size) for FSAPV(X). PDM testing will be conducted in accordance with FQ/PD 07-06, dated 14 June 2007, for FSAPV(E) and FQ/PD 07-07, dated 14 June 2007, for FSAPV(X), following the applicable PDM Testing Protocols. The Government will issue a letter of approval to the offeror after successful completion of FAT.

Additionally, one (1) dry lay-up of all components will be submitted in size Medium for each PDM design submitted.

(2) Volume II – Schedule (4 copies). The offeror shall comply with the schedule required in Section F – Period of Performance and Delivery Schedule of the Solicitation. If the offerors can provide a more aggressive schedule, provide this information in Additional Information of the Solicitation.

(3) Volume III - Performance Risk (4 copies). This volume shall be organized into the following sections and limited to 20 pages:

Section 1 – Contract Descriptions. This section shall include the following information in the following format:

- a. Contractor/Subcontractor place of performance, CAGE Code and DUNS number.
- b. Government contracting activity, address, telephone and FAX numbers.
- c. POC's name, telephone and fax numbers.
- d. Government's technical representative/COR telephone and fax numbers.
- e. Government contract administration activity and the ACO's name, telephone and fax numbers.
- f. Contract Number.

- g. Contract Type.
- h. Awarded price/cost.
- i. Final or projected final price/cost.
- j. Original delivery schedule.
- k. Final or projected final delivery schedule

Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed describing the objectives achieved and detailing how the effort is similar to the requirements of this solicitation. For any contracts that did not/do not meet original cost, schedule or technical performance requirements, the offeror is to provide a brief explanation of the reason(s) for the shortcomings and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall also provide a copy of any cure notices or show cause notices received on each contract listed and a description of any corrective action taken. The offeror shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

Section 3 - Past Performance Questionnaire - For all contracts identified, a Past Performance Questionnaire (Attachment 13) shall be completed and forwarded to the Government/commercial contracting activity and Government/commercial technical representative responsible for the past/current contract. The Offeror shall complete Part I of the Past Performance Questionnaire and E-mail the Questionnaire to the Government/commercial contracting activity and Government/commercial technical representative responsible for a past/current contract: One (1) Point of Contact (POC) and one (1) contract per questionnaire. The Government/commercial POCs shall be instructed to electronically complete Part II of the Questionnaire and E-mail it to Alan Ferneau at ~~alan.ferneau@us.army.mil~~ within seven (7) days of receipt. The Offerors shall also E-mail to the Contract Specialist and Alan Ferneau a list of all the POCs who were sent Questionnaires. Receipt of this list by the Government is requested within twenty-one (21) calendar days of the release of the Request for Proposal. The POC list shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number, Offeror Company Name, Contract Number, Government Agency, POC Last Name, First Name; POC Title, POC Telephone Number, POC E-mail address, and date E-mailed to POC.

(4) Volume IV –Price (2 copies each of hard and soft copies). This volume shall be organized into the following sections and shall be submitted both in electronic format on a CD as well as in hard copy:

(a) Standard Form 33, "Solicitation Offer and Award", with blocks 13, 14, 15a and b, 16, 17, and 18 completed and signed by the offeror. This RFP is not a commercial buy.

(b) RFP Section B, ~~Evaluated Cost~~ and ~~Supplies or Services and Prices/Costs~~, with the offeror's proposed line item prices inserted in the appropriate spaces. The offeror shall submit range quantities with prices. NOTE: Multiple awards will only be issued to vendors with the capability to supply all five (5) sizes of ESAPI and/or XSAPI and/or all eight (8) sizes of FSAPV-E and/or FSAPV-X.

(c) RFP Section K, ~~Representations, Certifications and Other Statements of Offerors~~, completed by the offeror.

(d) DD 254, ~~Department of Defense Contract Security Classification Specification~~, completed by the offeror. (See Attachment 11)

(e) Subcontracting Plan if applicable.

(f) Certification of Berry Amendment compliance.

**Submit Completed Proposal to:**

US Army RDECOM Acquisition Center  
ATTN: AMSRD-ACC-CC/Ms. Sherri Comer  
4118 Susquehanna Avenue  
Aberdeen Proving Ground, MD 21005-3013  
M/F: W91CRB-07-R-0041

CLAUSES INCORPORATED BY REFERENCE

52.215-1                    Instructions to Offerors--Competitive Acquisition                    JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.211-14    NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be                    DX rated order;  DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-27    SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.233-2    SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US Army Research, Development and Engineering Command  
ATTN: AMSRD-ACC-CC/Ms. Kathryn J. Bankerd  
4118 Susquehanna Avenue  
Aberdeen Proving Ground, MD 21005-3013

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## AMCAC 52.0204-4011, LEGEND OF ACRONYMS AND BREVITY CODES (SEP 1999)

<u>ACRONYM</u>	<u>MEANING</u>
FAR	Federal Acquisition Regulation
DFARS	DoD FAR Supplement
CLIN	Contract Line Item Number
SUB-CLIN or SLIN	Contract Subline Item Number
OSHA	Occupational Safety Health Act
FOB	Free-on-Board
PCO	Procuring Contracting Officer
CFR	Code of Federal Regulations
LSA	Labor Surplus Area
SF	Standard Form
DD or DoD	Department of Defense
NSP	Not Separately Priced

## AMC-Level Protest Program (JUL 1999)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO), or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in Federal Acquisition Regulation 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command or Facsimile number (703) 806-866/8875  
 Office of Command Counsel  
 9301 Chapek Rd, Room 2-1SE3401  
 Ft. Belvoir, VA 22060-5527

Packages sent by FedEx or UPS should be addressed to: HQ, Army Materiel Command  
 Office of Command Counsel  
 Room 2-1SE3401  
 1412 Jackson Loop  
 Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

## Section M - Evaluation Factors for Award

EVALUATION FACTORS**A. BASIS FOR AWARD**

Any award(s) to be made will be based on the best overall (i.e., best value) proposal(s) that is determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: Technical, Schedule, Performance Risk and Price. Technical is significantly more important than Schedule, which is significantly more important than Performance Risk, which is slightly more important than Price. All evaluation factors other than price, when combined, are significantly more important than price. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical and Schedule factors. Offerors are cautioned that the award may not necessarily be made to the lowest price offered.

**B. FACTORS AND SUBFACTORS TO BE EVALUATED**

## 1. FACTOR I – TECHNICAL

Preliminary Design Models (PDM)

## 2. FACTOR II – SCHEDULE

## 3. FACTOR III – PERFORMANCE RISK

## 4. FACTOR IV - PRICE

CLAUSES INCORPORATED BY REFERENCE

52.214-22

Evaluation Of Bids For Multiple Awards

MAR 1990