

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 63			
2. CONTRACT NO.		3. SOLICITATION NO. W911QY-12-R-0005		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 02 Dec 2011		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NATICK CONTRACTING DIVISION US ARMY CONTRACTING COMMAND - APG NATICK CONTRACTING DIVISION ATTN: CCAP-SCN, KANSAS STREET NATICK MA 01760-5011 TEL: FAX:				CODE W911QY		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ 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 _____ local time _____ (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		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
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)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
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 (4 copies unless otherwise specified)		ITEM			
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

SUPPLEMENTAL INFORMATION

A.1. The Army Contracting Command – Aberdeen Proving Ground (ACC-APG), Natick Contracting Division has a requirement for Army Mountain Combat Boots (MCB). This solicitation will be procured using full and open competition.

A.2. The Government has a preference for multiple Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) type contracts with one (1), five (5) year ordering period. The Government reserves the right to make several, one or no contracts as a result of this solicitation. The guaranteed minimum quantity, per award, is 2,000 pair of boots. The maximum quantity of all contracts combined shall not exceed 460,000 pair. The total combined value of the award(s) shall not exceed \$48,760,000.00.

A.3. The North American Industry Classification System (NAICS) code is 316213, and the size standard is 500 employees.

A.4. The Technical Area is significantly more important than the Management Area, the Contract/Price Area, the Past Performance Area and the Small Business Participation Area. The Management Area is more important than the Cost/Price Area, which is more important than the Past Performance Area which is more important than the Small Business Participation Area.

A.5. RFID (DFARS Clause 252.211-7006) and UID (DFARS 252.211-7003) apply and are incorporated into Section I of the solicitation.

A.6. Berry Amendment, DFARS 252.225-7012, applies to the resultant contract. Reference Section E.

A.7. This requirement is subject to the availability of funds. Proposals shall be valid for at least 120 days. Please annotate the last day the proposal will be valid. Firms will not be reimbursed for any costs associated with their proposal preparation.

A.8. The solicitation including Exhibits and Attachments listed in Section J, may be downloaded from the website <https://www3.natick.army.mil>.

A.9. Proposals shall be addressed to the following:

Army Contracting Command – Aberdeen Proving Ground
Natick Contracting Division
New England Soldier Systems & Individual Equipment (NESSIE) Branch
ATTN: Nathan Jordan
100 Medway Road, Suite 305
Milford, MA 01757

A.10. Questions shall be submitted to Nathan Jordan at nathan.c.jordan@us.army.mil no later than 24 December 2011. The Government will provide its responses through an amendment by 29 December 2011. The Government will not guarantee a response to any questions and/or clarifications sought after the 24 December 2011 submission deadline. Questions will not be accepted by telephone and must be submitted by email.

A.11. Proposals are due by 3:00 PM 5 January 2012.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0001	<p>First Article Test Items</p> <p>The contractor shall provide all labor, materials and facilities to successfully complete FAT. The Contractor shall provide 2,000 pair of Mountain Combat Boots IAW Section E.2. Government First Article Test (FAT), FAR Clause 52.209-4, Attachment 0001 PD and Exhibit A CDRL A0001. The Tariff of sizes is located within the same paragraph E.2.</p> <p>FFP</p> <p>FOB: Destination</p>	2,000	Pair	

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0002	<p>Mountain Combat Boot</p> <p>The contractor shall provide all labor, materials and facilities to successfully manufacture the Mountain Combat Boots in accordance with Attachments 0001 PD and 0002 Sizing Tariff.</p> <p>FFP</p> <p>FOB: Destination</p>	UNDEFINED	Each	

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE
0003	Technical Data The Contractor shall provide technical data in accordance with the requirements quantities and schedules set forth in Exhibit A, Contract Data Requirements List, form DD1423, Exhibit A, Data Item No. A001. CLIN 0003 is not separately priced. The cost of CLIN 0003 is included in CLIN 0001. FFP FOB: Destination	UNDEFINED		NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004	Technical Data The Contractor shall provide technical data in accordance with the requirements quantities and schedules set forth in Exhibit B, Contract Data Requirements List, form DD1423, Exhibit B, Data Item No. A002. CLIN 0004 is not separately priced. The cost of CLIN 0004 is included in CLIN 0002. FFP FOB: Destination			NSP

NET AMT

PRICING

B1. COST INFORMATION(DATA)

Offerors shall provide Other than Cost or Pricing Data (not certified) to include Direct Labor Hours, Direct Labor Costs, Material Costs, Overhead Costs, G&A and Profit; as prescribed in FAR 15.403-5 ' Instructions for Submission of Cost or Pricing Data or Information Other than Cost or Pricing; in accordance with FAR clause 52.215-20 and Section L.7.3.3

For the purpose of proposal estimation, Offerors shall assume that all items are to be shipped via FOB destination to the following address:

PMSEQ STAGING/NET FACILITY
 1535 JOHN MARSHALL HIGHWAY
 HAYMARKET, VA 20169
 DoDAAC: W919DX
 PHONE: 703-704-9330

B2. ECONOMIC QUANTITY DISCOUNTS

The contractor may offer an economic quantity discount for purchases in excess of certain amounts (as specified by the Contractor). Should the Government issue delivery orders within 30 days* of each other and final delivery has not occurred, the delivery order will be issued reflecting the economic quantity pricing for the total quantity of all relevant delivery orders. All affected delivery orders will be subsequently modified to reflect the lower economic quantity pricing. The Contractor is encouraged to make early and partial delivery of items at no additional cost to the Government.

*NOTE: The first 30-day period begins when the first delivery order is issued to the Contractor after award of the contract. Delivery orders issued within that 30-day period will reflect the economic quantity pricing as described above but may not be utilized to begin another 30-day period. Subsequent 30-day periods begin when a delivery order is issued after the expiration of the previous 30-day period.

If applicable, the contractor's following Quantity Discounts shall apply:

CLIN	QUANTITY	PRICE
0002	0 to _____	_____
	_____ to _____	_____
	_____ to _____	_____

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1 BACKGROUND

The United States Army has a requirement for the production of the MCB. The MCB will not replace any combat boots currently in the US Army supply system; instead it will be issued to Soldiers who are to encounter mountainous terrain. The Army has been procuring this item through GSA eBuys in support of the Rapid Fielding Initiative (RFI) and now plans to compete for a contract that will meet their requirements for the next 5 years. The MCB will be a durable, combat-effective boot with the ankle stability, support and mobility required in mountainous environments.

C.2 SCOPE

This Statement of Work (SOW) covers the production and delivery of the United States Army Mountain Combat Boot (MCB) which is used by US Army Soldiers. The Army is anticipating awarding a Firm-Fixed-Price (FFP), Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract, with an ordering period of Five Years. Delivery shall commence no later than 90 days after First Article Test Approval at a minimum rate of 10,000 pairs per month. For subsequent delivery orders, the minimum delivery rate is 12,000 pairs per month beginning 30 days after issuance of the delivery order. The guaranteed minimum is 2,000 pairs and the maximum is 460,000 pairs.

C.3 BERRY AMENDMENT

This acquisition is subject to the Berry Amendment, USC, Title 10, Section 2533a, and Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.225-7012 Preference for Certain Domestic Commodities (Section I).

The Prime Contractor and the entire supply chain are required to adhere to the Berry Amendment. The Prime Contractor shall educate and mentor the entire supply chain in the implementation and maintenance of Berry Amendment compliance if required. The Prime Contractor shall assess the entire supply chain for compliance to the Berry Amendment, and shall maintain documentation of Berry product compliance, and supply chain education, mentoring, and assessments.

The Government shall assess the Prime Contractor's compliance to the Berry Process in conjunction with the Quality Systems assessment of Purchasing and Supplier Control if this is required as determined by the Government.

The Government cannot accept noncompliant material, and the contractor shall not be paid for any items in violation of the Berry Amendment. If a Berry Amendment violation is determined to have occurred after the government has accepted delivery, the contractor is required to replace the item in violation of the Act with an item from a domestic source, at their own expense. Once the contractor has provided items from an acceptable source; the Government may again accept delivery and compensate the contractor. The Government may pursue additional claims against the contractor if the Government incurred other damages due to noncompliance.

C.4 APPLICABLE DOCUMENTS

C.4.1 Specifications.

Purchase Description GL-PD-10-01C dated 23 September 2011, Boots, Combat, Mountain

C.4.2 Standards.

DEPARTMENT OF DEFENSE SPECIFICATIONS

MIL-PRF-3122 - Leather, Cattlehide, for Footwear for Uppers and Gussets, Chrome Tanned, Fatliquored

MIL-DTL-32075 - Label: For Clothing, Equipage, and Tentage, (General Use)

MIL-C-41814 - Counter, Footwear

ENVIRONMENTAL PROTECTION AGENCY

Regulations for the Enforcement of the Federal Insecticide, Fungicide and Rodenticide Act (40 CFR Part 162)

FEDERAL TRADE COMMISSION

Rules and Regulations Under the Textile Fiber Products Identification Act

AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)

AATCC – 100 - Assessment of Antibacterial Finishes on Textile Materials

AATCC – 127 - Water Resistance: Hydrostatic Pressure Test

AATCC Evaluation Procedure 9, Visual Assessment of Color Difference of Textiles

AMERICAN TYPE CULTURE COLLECTION (ATCC)

ATCC – 6538 - Staphylococcus Aureus

ATCC – 9027 - Pseudomonas Aeruginosa

ATCC – 373 - Corynebacterium Xerosis

ASTM INTERNATIONAL (ASTM)

ASTM-D-412 - Vulcanized Rubber and Thermoplastic Elastomers (Tension Elongation)

ASTM-D-471 - Rubber Property-Effect of Liquids

ASTM-D-624 - Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers

ASTM-D-747 - Apparent Bending Modulus of Plastic by Means of a Cantilever Beam

ASTM-D-751 - Coated Fabrics (Hydrostatic Resistance or Breaking Strength)

ASTM-D-1052 - Measuring Rubber Deterioration-Cut Growth Using Ross Flexing Apparatus

ASTM-D-1630 - Rubber Property-Abrasion Resistance (Footwear Abrader)

ASTM-D-1777 - Thickness of Textile Materials

ASTM-D-2208 - Breaking Force and Elongation, Grab Method

ASTM-D-2240 - Rubber Property-Durometer Hardness

ASTM-D-3273 - Resistance to Growth of Mold

ASTM-D-3574 - Flexible Cellular Materials- Slab, Bonded, and Molded Urethane Foams

ASTM-D-3787 - Bursting Strength of Textiles Constant-Rate-of-Traverse (CRT) Ball Burst Test

ASTM-D-3886 - Abrasion Resistance for Textile Fabrics (Inflated Diaphragm Apparatus)

ASTM-D-4786 - Stitch Tear Strength, Single Hole

ASTM-D-4966 - Abrasion Resistance of Textile Fabrics (Martindale Abrasion Tester Method)

ASTM-E-96 - Water Vapor Transmission of Materials

ASTM-F-392 - Flex Durability of Flexible Barrier Materials

AMERICAN SOCIETY FOR QUALITY

ANSI / ASQ Z1.4 - Sampling Procedures and Tables for Inspection of Attributes

SATRA GLOBAL TEST METHODS

TM-2 - Tensile Strength of Fiberboards and Sheet Insoling Materials

TM-3 - Flexing Endurance Test for Fiberboards

TM-14 - Scuff Resistance of Fiberboards

TM-31 - Abrasion Resistance

TM-77 - Flexing Machine-Water Penetration Test

TM-80 - Transverse or Z Direction Strength of Fiberboards

TM-83 - Measurement of the Area Shape Retention and Collapsing Load of Formed Toe Puff and Stiffener Materials

TM-98 - Determination of Dimensional Change of Insole Boards Due to Change in Relative Humidity

TM-101 - Peel Strength of Fiberboards

TM-144 - Slip Resistance (rough ice method)

TM-233 - Non marking (rubber outsole)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA-1971 - Standard on Protective Ensemble for Structural Firefighting (2007 Edition)

C.5 REQUIREMENTS.

C.5.1 General

The contractor shall furnish the necessary personnel, facilities, equipment and materials to produce and deliver a MCB in accordance with purchase description GL-PD-10-01C dated 23 September 2011. The MCB shall be delivered within the required timeframe stated on delivery orders, fit for the purpose for which it is intended, and manufactured without defects including both patent and latent defects.

C.5.2 Detailed Tasks.

C.5.2.1 Fabrication, Engineering, Configuration Control, Quality Assurance and Testing and Evaluation.

C.5.2.1.1 Fabrication.

The contractor shall produce and deliver an MCB that meets the requirements set forth in the aforementioned purchase descriptions GL-PD-10-01C dated 23 September 2011.

The Contractor shall produce the MCB in accordance with the performance requirements in GL-PD-10-01C dated 23 September 2011 and size tariff provided. The Government reserves the right to add sizes at its discretion.

C.5.2.1.2 Engineering.

The contractor shall assign and employ the production personnel necessary for successful contract performance. The contractor shall design and implement production processes that ensure successful production of all items required under this contract. The contractor's personnel and processes shall allow for development and incorporation of product improvements. The contractor shall use commercial products, processes, and practices whenever practicable to reduce production and operational support costs.

C.5.2.1.3 Configuration Control.

The contractor shall establish and use configuration control procedures to manage proposed changes, beginning with the submission of the First Article Test items. Following Government acceptance of First Article Test (FAT) units, the contractor shall not alter the design in form, fit, function or materials, components or manufacturing processes or facilities without submitting an Engineering Change Proposal (ECP), request for deviation (RFD) or request for waiver (RFW) to the Contracting Officer; and, receive written approval from the Contracting Officer to proceed. Once approved, a contract modification will be prepared by the Contracting Officer to incorporate the change into the contract, as well as an equitable adjustment (if appropriate) to the contract price or other contract terms and conditions as a result. Such changes shall be made in accordance with the applicable contract clause(s).

C.5.2.1.4 Quality Assurance.

The contractor shall establish, maintain, and operate a quality system in accordance with ISO 9001 (2008), or equivalent. Certification to ISO 9001 (2008) shall not be a requirement for the contract(s). The Government reserves the right to audit the contractor to the ISO 9001 (2008) standard at any point in time.

C.5.2.1.4.1 Quality Validation Plan.

The Contractor shall document in a quality validation plan their approach to establish and maintain control over the quality of items delivered on this contract, and assure all systems meet their performance requirements. The plan shall document how the Contractor shall ensure quality system effectiveness, to include how collected data will be managed and reviewed, and how the results will be used to indicate trends and progress in the quality of the fabrication, assembly, test, and acceptance of the MCBs. The Government reserves the right to review this information/data at any time. The Quality Validation Plan shall be prepared and ready for review by the Government at the post award conference.

C.5.2.1.4.2 Inspection and Test Records.

The contractor shall maintain complete and accurate records of all inspections and tests, and shall make those records available for review or audit by the Government upon request. The Government reserves the right to review these test and inspection records at any time.

C.5.2.1.4.3 Supplier Management.

The contractor is responsible for the work performed by their suppliers, including any inspections and tests performed by the suppliers. The contractor shall maintain documented evidence that their suppliers meet all criteria related to the contracts materials and processes. The contractor shall describe any methods unique to this contract of supplier selection, retention, management, inspection and test validation or other supplier controls above and beyond that which is described in the contractor's generic Quality Management System (QMS). Suppliers of key/critical components or processes controlling key/critical characteristics shall be identified, including names and contact information of key supplier personnel. The contractor shall maintain documented evidence that its suppliers meet and monitor all criteria related to key/critical components or processes controlling key/critical characteristics. The Government reserves the right to review/audit any suppliers. Review/audit of any suppliers by the Government will NOT relieve the contractor of responsibility for their suppliers. The contractor shall not change any subcontractors without approval by the contracting officer.

C.5.2.1.4.4 Failed Item Analysis Report (FIAR).

The contractor shall maintain a failed/nonconforming item reporting process to include a FIAR. The FIAR shall include but not be limited to the following items: a summary and description of the nonconforming/failed issue, containment actions for any suspect material that may be at the contractor/supplier location, or at Government location, determination of root cause(s) of the reported issues, prescribed corrective actions to eliminate the stated root cause(s), verification of the corrective actions to ensure that there was successful elimination of the defined root cause(s), and preventive actions applied to similar/same processes to prevent recurrence of the same issue on other items that are similar. Any potential discrepant material shall be reviewed or accounted for within the supply chain. Initial root cause shall be identified and submitted to the Government for review NLT than 48 hours after initial report of issue/defect. Corrective and preventive actions to eliminate root cause shall be submitted to the Government no later than 21 calendar days after initial report of issue/defect. All actions do NOT need to be completed +21 days after identification of issue/defect, but actions to correct the issue shall be identified within the stated time period. Final closure of the corrective action shall be determined by the Government after the final corrective action report is submitted by the contractor. A timeline for completion of corrective and preventive actions also must be included as part of the corrective action report. Corrective actions shall be submitted to the Contracting Officer (KO), Contracting Officer Representative (COR), Assistant Program Manager (APM), and appropriate Quality Assurance Engineer/Analyst for the MCB program.

C.5.2.1.4.5 Certificate of Conformance.

The contractor shall submit a certificate of conformance for each lot of component material each time samples are drawn and submitted for verification (In accordance with CDRL A002). This shall include all testing information required within GL-PD-10-01C dated 23 September 2011.

C.5.2.1.5 Test and Evaluation. Reference Section E.5 for First Article Test (FAT) procedures.

C.5.2.2 PROGRAM MANAGEMENT.

C.5.2.2.1 Program Manager (PM).

The contractor shall designate a single individual to serve as the primary point of contact (POC) between the Government and the contractor, and be responsible for the coordination of all contractor activities related to this

contract. This individual shall have the authority to commit the contractor to specific courses of action and accept direction from the Contracting Officer or from the Contracting Officer's authorized representative(s). This individual shall be responsible for coordinating all meetings between the Government and the contractor and shall be responsible for bringing to the Contracting Officer's attention any problems that could adversely affect the contractor's ability to meet the contract quality, cost, production/delivery schedule, or other performance requirements.

C.5.2.2.2 Subcontractor Management.

The contractor shall ensure subcontractor compliance with all aspects of the contract requirements. The contractor shall notify the Contracting Officer of any problems with subcontractors that might impact the contract, as soon as practicable, and shall make every effort to resolve problems or other issues quickly, so as to minimize any negative impact on contract performance. The contractor shall not change/substitute an subcontractors without approval from the contracting officer.

C.5.2.2.3 Post Award Conference (PAC).

A Post Award Conference will be held and hosted by the contractor no later than thirty (30) days after contract award. All significant subcontractors shall participate in the Post Award Conference. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. Discussions at the conference will focus upon project orientation, clarification and transfer of applicable background information, contract requirements, review and analysis of the product description, quality assurance plan review, and identification of points of contact from the contractor and Government organizations. An overarching goal of the Post Award Conference is the establishment of efficient and effective communication mechanisms among the parties, including but not limited to e-mail, teleconferencing, video teleconferencing, and any other technologies available to facilitate timely communication at the minimum cost.

C.5.2.2.4 In Process Reviews (IPRs).

The contractor shall be prepared to host and/or participate in an IPR no more than quarterly to review the progress of the MCB program. The Offeror(s)/awardee(s) shall attend each IPR,. Attendees may include subcontractors, Government Military Users and technical POC, and contracting personnel, deemed appropriate for discussion topics. During each subsequent ordering period, the need for IPRs will be evaluated and the number of IPRs will be held to a minimum. IPRs shall be conducted on dates mutually agreed upon between the Government and the contractor's Program Manager. The contractor's PM shall be prepared to brief the production status, schedule, and any other issues related to contract execution.

C.5.2.2.5 Meetings and Meeting Minutes.

The contractor shall ensure that appropriate contractor team members are present at meetings. All contractor-initiated meetings shall be conducted at a location agreed upon by the Government and Contractor.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

252.211-7003 Alt I	Item Identification and Valuation (Aug 2008) Alternate I	AUG 2008
252.211-7006	Radio Frequency Identification	SEP 2011

Section E - Inspection and Acceptance

E.1 Acceptable Quality Levels (AQL).

The Contractor shall prepare conformance inspection procedures for each item, in compliance with the Purchase Descriptions. The plan should include the lot sampling plan in accordance with ANSI/ASQ Z1.4 and the Inspection Levels and AQLs noted for Visual, Dimensional, and Palletization requirements.

E.1.1 Visual Inspections.

General inspection level II. AQL for major defects of section 2.5. AQL for minor defects of section 4.0.

E.1.2 Dimensional Inspections.

Special inspection level S-4. AQL of section 4.0.

E.1.3 Palletization.

Special inspection level S-2. AQL of section 6.5.

E.2 Contractor First Article Test

Contractor First Article Test (FAT). The Contractor shall conduct the FAT at the contractor's facility. The Government shall inspect first articles for dimensions, defects, quality and workmanship. Inspection shall be performed to determine whether the boots and materials meet the requirements as stated in the purchase description and contract. The Government's approval of FAT will also include an assessment of the contractor's Quality Management System (QMS) in place for the production of the MCB. The Government reserves the right to perform additional FAT on any components if there have been subsequent changes in processes or specifications. The contractor shall produce both the first article units and the production quantity units at the same facility using the same manufacturing processes. Approved first articles will serve as manufacturing standard.

The First Article test shall consist of 2000 pairs of mountain combat boots. These 2000 pair shall be distributed throughout the most common sizes within the sizing tariff. The sizing tariff for FAT shall be:

<u>Mountain Combat Boot</u>	<u>Quantity in pairs</u>
3.0 N	200 pair
5.0 N	200 pair
6.0 R	200 pair
7.0 R	200 pair
9.5 W	200 pair
10.0 N	200 pair
11.0 XW	200 pair
12.0 W	200 pair
13.0 N	200 pair
15.0 N	200 pair

14 calendar days before the schedule FAT for the MCB, contractor shall provide a FAT plan to the Government for review that shall contain at a minimum the following items:

- a. Scope of the FAT to be conducted.
- b. Purchase Descriptions (PDs) being used for the FAT.
- c. Identification of the FAT articles (sizes and required number of articles).
- d. Inspections that are to be conducted during the FAT (visual, dimensional, other).
- e. Berry Amendment Certificates of Conformance (CoCs) for all materials used.
- f. Physical testing reports of all materials used in construction of FAT articles.
- g. Blank visual inspection sheets.
- h. Blank dimensional inspection sheets.
- i. Material Safety Data Sheet (MSDS) information for all materials being used.
- j. Any additional information the contractor thinks pertinent for review before FAT.

The Government shall review the submitted FAT plan within 7 calendar days of submission from the contractor. Any feedback will be provided to the contractor at that time.

If there are any omissions, or additional questions from the Government to the contractor on the submitted FAT plan that cannot be acceptably answered by the Contractor, the Government shall reserve the right to cancel the scheduled FAT. If a FAT is cancelled by the Government, the FAT shall be re-scheduled once the contractor has satisfied the additional information requests from the Government.

FATs should be conducted at the contractor place of manufacture of the FAT articles. Contractor can request that a different venue be used to conduct the FAT. This request must be made no later than (NLT) 14 calendar days before the scheduled FAT.

Final FAT report to the Government shall be submitted NLT 14 calendar days after the FAT is conducted.

Final FAT report shall be submitted to the appropriate KO, COR, APM, Project Engineer, and Quality Engineer/Quality Assurance Analyst for the MCB program.

As stated within the FAR clause(s) for FAT, the Government shall approve, or disapprove of the FAT within 14 days of final submission of FAT report from the contractor.

E.3 Government Standard Samples.

Upon Government approval of FAT, 1 sample of each size shall be labeled as "Government Standard Sample". These standard samples shall be used as the standards for dimensions and quality workmanship. Unless the

Contracting Officer otherwise notifies the contractor in writing, the “Government Standard Samples” shall be used by the Contractor and Government when performing inspection and acceptance. Note: Approval of the First Article sample and designation of the “Government Standard Sample” does not relieve the Contractor from meeting all the requirements in the purchase description, patterns, and contract. Government Standard Samples shall be delivered to the following address:

US Army NSRDEC
ATTN: RDNA-WPW-C
Benjamin Cooper
15 Kansas Street, D-323
Natick MA 01760-5000
(508) 233-6433

E.4 Lot Acceptance Testing.

The Contractor shall prepare conformance inspection procedures for each item, in compliance with Attachment 1 Purchase Description. The plan should include the lot sampling plan in accordance with ANSI/ASQ Z1.4 and the Inspection Levels and AQLs noted for Visual, Dimensional, and Palletization requirements.

E.5 End Item and Material Testing.

Each lot of leather or other subcomponent material and the end item will be subjected to the applicable tests cited in Attachment 1 Purchase Description. In accordance with Contract Data Requirements List, the contractor shall provide laboratory test reports from an independent testing laboratory for each lot of material (where applicable) and all applicable Certificates of Conformance or test reports for lots of subcomponents as part of the First Article and Lot Acceptance Testing. Approved lot testing shall be made available by the Contractor to the government when requested. The material lot shall be unacceptable for use in production of end items if any sample unit fails to meet any requirement specified, including Shade Evaluation. All test reports shall contain the individual values utilized in expressing the final results. It is solely the contractor’s responsibility to schedule testing and obtain reports. Test facilities, equipment, and procedures used (either the contractor’s or an independent testing facility) shall be identified to the Government and will be subject to approval by the Contracting Officer. All test facilities that are used shall be certified testing facilities.

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
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	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
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

(a) The Contractor shall test **2,000 pairs** of Lot/Item **0001** as specified in this contract within 90 days from contract award. At least **14** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within **14** calendar days from the date of this contract to **Benjamin Cooper, 1 Kansas St Natick, MA 01760** marked "FIRST ARTICLE TEST REPORT: Contract No. , Lot/Item No. " Within **7** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

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

(End of clause)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) - ALTERNATE I (JAN 1997)

(a) The Contractor shall deliver 2,000 unit(s) of Lot/Item CLIN 0001 within 90 calendar days from the date of this contract to the Government at the Contractor's Facility 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 14 calendar days after the Government receives the first article test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall 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.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.
(End of clause)

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

The Contractor shall comply with the higher-level quality standard selected below by placing a check next to it:

Title

☒ ISO 9001:2008 or equivalent

(End of clause)

Section F - Deliveries or Performance

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

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52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF DELIVERY ORDER
0001	2000 ea	Due 90 days after issuance of delivery order.
0002	as specified in each delivery order	up to 10,000 ea due within 90 days after FAT approval or after issuance of delivery order; and up to 12,000 each, due every 30 days thereafter until completion of delivery order.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF DELIVERY ORDER
0001	2000 ea	Due ____ days after issuance of delivery order.
0002	as specified in each delivery order	_____ each, due within ____ days after FAT approval or after issuance of delivery order; and _____ each, due every ____ days thereafter until completion of delivery order.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of

receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

F.1. ACCELERATED DELIVERY

The Government normally desires maximum acceleration of deliveries, provided such acceleration is at no cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Contracting Officer (KO).

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G.1. Contract Administration

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

b. All correspondence pertaining to this contract will be addressed to:

Army Contracting Command – Aberdeen Proving Ground
 Natick Contracting Division
 New England Soldier Systems & Individual Equipment (NESSIE) Branch
 ATTN: Nathan Jordan
 100 Medway Road, Suite 305
 Milford, MA 01757

c. The telephone, FAX number and E-mail address of the Contracting Officer (KO) and Contract Specialist (KS) are:

Contracting Officer: Sean Murphy (508) 233-6174 E-mail: Sean.P.Murphy1@us.army.mil
 Contract Specialist: Nathan Jordan (508) 233-6169 E-mail: Nathan.C.Jordan@us.army.mil
FAX: (508) 422-9673

d. The Defense Finance and Accounting Service (DFAS) payment office will be determined after date of award.

G.1.5. If this contract is being administered by a Defense Contract Management Agency (DCMA) inquiries concerning normal contract administration should be referred to the DCMA assigned office (see Block 24 of the SF 33 or Block 6 of the SF 26).

G.2. CONTRACTOR'S CONTRACT ADMINISTRATION (TO BE COMPLETED BY OFFEROR):

Name and Title	_____

Responsible Office	_____

Address	_____

Telephone Number	_____
E-mail Address	_____

DUNS# _____ CAGE# _____ TIN _____

G.3. PAST PERFORMANCE POINT OF CONTACT (POC):

Annual contract past performance evaluations will be performed by the Government. The Offeror shall identify a Point of Contact (POC) to participate in these on-line evaluations. This individual is required to register in the Contractor Performance Assessment Reporting System (CPARS @ <http://www.cpars.csd.disa.mil/>) and respond to the Government evaluations in a timely manner. The contractor POC responsible for this action is:

Name and Title: _____

E-mail: _____

Telephone Number: _____

Section H - Special Contract Requirements

SPECIAL INSTRUCTIONS

H.1. CONTRACTOR'S ORGANIZATION AND KEY PERSONNEL

H.1.1. The Contractor's organization shall be established with authority to effectively accomplish the objectives of the Technical Data Package and Scope of Work. This organization shall become effective upon award of the contract and its integrity shall be maintained for the duration of the contract effort.

H.1.2. The key personnel listed in paragraph c below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the Contractor shall notify the contracting officer. The Contractor shall provide advance notice of the proposed changes and shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

H.1.2.1. Key Personnel List

<u>NAME</u>	<u>POSITION</u>
_____	_____
_____	_____
_____	_____

H.1.2.2. Prior to permanently reassigning any of the specified individuals to other contracts, the Contractor shall provide the Contracting Officer not less than thirty (30) days advance notice and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The "Key Personnel" list may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

H.2. DELIVERY ORDERS

H.2.1. The Government's requirements will be given to the Contractor by the timely issuance of delivery orders duly executed by the Contracting Officer in accordance with the Order Limitations Clause (FAR 52.216-19) and Indefinite Quantity Clause (52.216-22) set forth in Section I. The Government will issue a Delivery Order (DD Form 1155) for each requirement specifying the CDRL (if applicable) and the CLIN/SubCLIN. The delivery order will specify the quantity of units and the unit price for the quantity ordered. Reference Section F, FAR clause 52.211-8 Time of Delivery of this contract; unless otherwise negotiated, the delivery schedules for all active delivery orders will reflect, or be modified to reflect, a delivery schedule based on the total quantity currently ordered under all active delivery orders excluding those within 30 days of delivery. Should the Government issue delivery orders within 30 days of each other and final delivery has not occurred, the delivery order will be issued reflecting the economic quantity pricing the total quantity of all relevant delivery orders. All affected delivery orders will be subsequently modified to reflect the lower economic quantity pricing.

H.2.2. Ordering Sequence of Events: Upon contract award by the Government, the Government will issue a delivery order (DO) for the minimum quantity equaling 2,000 pair of Mountain Combat Boots on all contracts issued for First Article Testing. Upon the approval and acceptance of FAT additional quantities ordered shall be delivered in accordance with the delivery schedule specified in each delivery order.

H.3. DELIVERY ORDER COMPETITION

H.3.1. In accordance with FAR 16.505(b)(2)(iv), the Government guarantees that each successful Offeror will receive at least the stated minimum amount specified in Section A.2. The maximum amount may be achieved through the issuance of a single or combination of orders at any time during the ordering periods, subject to the delivery order limitations established in Section I of this contract.

H.3.2. In the event of multiple awards, awardees will be provided a fair opportunity to be considered for each subsequent order after the approval of FAT. The three evaluation criteria identified herein will be considered by the Contracting Officer, but their relative importance may change dependent upon the circumstances at the time the requirement arises. The Government will state the relative importance of each criterion in each request for proposals issued pursuant to a delivery order competition (see FAR § 16.505(b)(1)(iii)).

H.3.2.1. In the event two or more awards are made, orders will be split as follows to acceptable Offerors responding to the delivery order competition as follows:

2 awards: 60% / 40%

3 awards: 40% / 35% / 25%

H.3.3. FOR DELIVERY ORDER COMPETITIONS ONLY, THE FOLLOWING THREE EVALUATION FACTORS WILL BE USED TO DETERMINE THE BEST VALUE TO THE GOVERNMENT. PLEASE NOTE THAT THESE FACTORS ARE DIFFERENT FROM THE EVALUATION FACTORS INCLUDED IN SECTION M OF THIS REQUEST FOR PROPOSALS (see M.8. for procedures to be employed to evaluate and allocate initial contract awards):

H.3.3.1. Price competition.

H.3.3.2. Past performance on previous delivery orders.

H.3.3.3. Quality of deliverables provided on previous delivery orders.

H.3.4. Offerors are advised that price will be competed on individual delivery orders, notwithstanding prices offered in conjunction with original contract award. Offerors are encouraged and expected to offer more favorable pricing during delivery order competitions; however, in no case will a delivery order price be higher than that imposed by the underlying contract.

H.3.5. In accordance with FAR 16.505(b)(1)(iii), delivery order competitions will be based upon written requests for proposals, which will identify the relative importance of the three evaluation factors above to the particular delivery order. Offerors will be provided a reasonable chance to reply, and unsuccessful Offerors provided a debriefing upon their written request within five (5) calendar days. Offerors proposing different (lower) prices from those established by the basic contract will be required to submit signed offers prior to award of the order. Orders over \$10,000,000.00 may be protested to the Government Accountability Office.

H.3.6. If multiple awards are made not all prospective Contractors are entitled to award under each delivery order requirement; however, the Government anticipates that most delivery order competitions will result in a split award. Notwithstanding the percentage split established in Section M for basic contract award (and associated initial delivery order), the Contracting Officer may split awards at any percentage; provided however that the rationale for the decision is documented and provided to Offerors during any requested and/or required debriefings.

H.4. OMBUDSMEN

H.4.1. For this contract, the designated delivery order ombudsman is Ms. Cheryl DeLuca, 508-233-6190, Cheryl.DeLuca@us.army.mil. The delivery order ombudsman is responsible for reviewing complaints from multiple award Contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered

for delivery orders in excess of \$3,000. However, it is not within the designated delivery order ombudsman's authority to prevent the issuance of an order or disturb an existing order.

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	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003

52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003 Alt I	Item Identification and Valuation (Aug 2008) Alternate I	AUG 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7001	Buy American Act And Balance Of Payments Program	SEP 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7021	Trade Agreements	JUN 2011
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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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 \$10,00 dollars, 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 \$48,760,000.00;

(2) Any order for a combination of items in excess of \$48,760,000.00; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 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 **all boots ordered are delivered to the Government.**

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the

timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 316213- assigned to contract number W911QY-12-D-XXXX.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from time of award through sixty (60) months after date of award.

(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)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

List of Addenda	Title	Date	Number of Pages
Exhibit A	DD Form 1423-1 Contract Data Requirements List (CDRL) No. A001	23 November 2011	1
Exhibit B	DD Form 1423-1 Contract Data Requirements List (CDRL) No. A002	23 November 2011	1
Attachment 0001	Purchase Description GL-PD-10-01C, Boots, Combat, Mountain	23 September 2011	37
Attachment 0002	Sizing Tariff	24 October 2011	3
Attachment 0003	Past Performance Questionnaire	30 November 2011	3

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-18	Place of Manufacture	SEP 2006
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

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)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 316213 [insert NAICS code].

(2) The small business size standard is 500.

(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 (d) 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 (d) 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 (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----- (i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (vii) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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 RESPONSIBILITY MATTERS (APR 2010)

(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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); 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.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had

no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(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)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 316213.

(2) The small business size standard is 500 Employees.

(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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: ----.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) (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 [squ] is, [squ] 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

____ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)____ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2011)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. Applies to all solicitations and contracts with institutions of higher education.

(iii) 252.216-7003, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7003, Tax Exemptions (Italy). Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7005, Tax Exemptions (Spain). Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

___ (v) 252.225-7031, Secondary Arab Boycott of Israel.

___ (vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

(e) The offeror has completed the annual representations and certifications electronically via the Online representations and Certifications Application (ORCA) Web site at <https://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 that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision 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 provision 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/DFARS 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)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JANUARY 2004)—
ALTERNATE I (OCTOBER 1997)
52.216-27 SINGLE OR MULTIPLE AWARDS. (OCTOBER 1995)

Addendum to FAR 52.215-1

L.1 AMC-LEVEL PROTEST PROGRAM (October 1996)

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 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 FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

HQ, Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-500
Fax: (256) 450-8840

Facsimile number (703) 806-8866 or -8875

Packages sent by FedEx or UPS should be addressed to:

HQ, Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
FAX: (256) 450-8840

The AMC-level protest procedures are found at:
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

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

Protests filed with the Contracting Officer shall be submitted to the address designated in Block 7 of the **SF33** or in the paragraph entitled "Remedies" of the AMC-Level Protest Procedures whenever Internet access is not available to the Contractor. For all protests filed with the Contracting Officer, he shall continue to serve as the Protest Decision Authority.

L.2 PERIOD FOR ACCEPTANCE OF OFFERS.

The period for acceptance of offers is one hundred twenty (120) days after the closing date of the solicitation.

L. 3 PRE-AWARD SURVEY.

A Pre-Award Survey may be conducted to examine the Offeror's record of integrity and business ethics (which includes satisfactory compliance with the law including tax, labor and employment, environmental, antitrust, and consumer protection laws), technical ability, production capacity, management structure, quality, financial capability, accounting systems, security controls/clearances, labor resources, performance record, and ability to meet required schedules.

L.4 PRE-CONTRACT COSTS.

The contractor shall not be reimbursed for any costs incurred prior to the effective date of the contract.

L.5 DISCLOSURE OF UNIT PRICE INFORMATION.

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987) of our intention to release unit prices of the awardees in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the Contracting Officer is notified of your objection to such release prior to submission of initial proposals.

L.6 SEQUENCE OF EVENTS DURING PROPOSAL EVALUATION.

The Government will employ streamlined Best Value techniques to evaluate proposals, conduct negotiations, and determine the successful Offerors in this acquisition. "Offerors", for the purposes of this solicitation, shall be defined as a response to the solicitation that, if accepted, would bind the Offerors to perform the resultant contract. The Offerors can expect the following conditions and responses during proposal evaluation and negotiation:

- a. The Offeror's proposal shall be submitted in accordance with the paragraph below entitled "PROPOSAL PREPARATION INSTRUCTIONS".
- b. Upon receipt, the proposals will be reviewed for completeness and compliance with RFP requirements. The proposals will receive a detailed evaluation employing the process and criteria identified in Section M of this RFP.
- c. In accordance with FAR 15.306, the Government may conduct exchanges with Offerors after receipt of proposals, prior to award if award is made without discussions, or leading to the establishment of the competitive range. Therefore, the Offeror's initial proposal shall contain the Offerors best terms.
- d. THE GOVERNMENT RESERVES THE RIGHT TO AWARD A CONTRACT(S) BASED ON INITIAL SUBMISSION WITHOUT ORAL PRESENTATION, EXCHANGES AND/OR DISCUSSIONS.
- e. In the event the Government has not rendered a competitive range determination, the Government may conduct exchanges with Offerors to enhance the Government's understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the Government's evaluation process. Such communications shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Such communications may be considered in rating proposals for the purpose of establishing the competitive range. Furthermore, such communications do not and shall not permit Offeror's to modify, revise, or otherwise change any element of their proposal.
- f. In the event the Government does not award without discussions, the Government will render a competitive range determination and conduct discussions with only those Offerors remaining in the competitive range. In accordance with FAR 15.306(c), the competitive range will consist only of those offers that are the most highly

rated offers, however, in accordance with FAR Part 15.306(c)(2) the number of proposals in the competitive range may be limited for purposes of efficiency. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms.

g. In the event a competitive range has been rendered, Offerors shall be prepared to enter into discussions. For those Offerors in the competitive range, the Government will submit Discussion Items, which shall be answered by the Offerors.

h. Additional competitive range determinations may be made as needed during exchanges. A request for Final Proposal Revisions (FPRs), as described below, will be used to conclude exchanges.

i. The Contracting Officer will request a "Final Proposal Revision" (FPR) if needed from those Offerors remaining in the competitive range. The Contracting Officer will establish a common due date and time for the submission of FPRs. The final proposal revision will be requested in the following format as follows:

Regarding your offer submitted in response to the above referenced solicitation, discussions with Offerors are now concluded. You have the opportunity, if you so desire, to submit a best or final offer no later than (date to be determined). Major revisions are not expected, but should you revise your offer in any way, complete and detailed support for the revision and any other affected part of your proposal must accompany the revision. In the event the price is revised, a complete cost breakdown setting forth the revisions and basis therefore, shall be submitted with the revised offer. The Government reserves the right to reject any proposal data specified above if not submitted with a revision or, if submitted, is inadequate to establish the acceptability of the revised offer. Any revision received after the closing time and date will be considered a late offer in accordance with FAR 52.215-1, Instructions to Offerors, Competitive Acquisition."

j. If FPRs are requested, the Offeror's FPR will be evaluated in accordance with the evaluation criteria stated in Section M. Unexplained or inadequately explained departures from the previous submission may significantly impact the evaluation of the Offeror's proposal. The information in the FPR should be presented in a clear, coherent and concise manner. Vague or terse statements such as "will comply", "noted and understood", etc. are NOT acceptable.

L.7 PROPOSAL PREPARATION INSTRUCTIONS.

L.7.1 General Instructions.

a. Multiple Proposals are not authorized. Offerors shall submit one complete, separate and individual MCB proposal [one compact disk (CD) per Volume, plus one original plus three copies, see L.7.3 for special instructions for preparation of the MCB proposal]. An individual Offeror, for the purposes of this requirement, shall be defined as the parent company/corporation which owns the business.

b. Each proposal shall comply fully with these instructions. **FAILURE TO DO SO MAY BE CAUSE FOR REJECTION.** The proposal shall include all of the information requested in these instructions.

c. The Offeror shall clearly state how they intend to meet the requirements. Mere acknowledgment or restatement of a requirement or task is not acceptable.

d. The information contained in each proposal shall be presented in a clear, coherent and concise manner. Vague or terse statements such as "will comply", "noted and understood", etc. are not acceptable. The proposal shall be limited to the information that is necessary to convey a point and shall not be overly elaborate.

e. The Government anticipates the receipt of unclassified proposals; however, if it is necessary to present a contractor's past performance and/or approach, a separate written classified annex may be included. This annex shall not exceed the classification of SECRET, and shall be delivered appropriately.

f. Offerors are advised that prior to award the Government may, at its discretion, incorporate portions of the successful Contractor's proposal, including information provided by the Offeror during discussions, into the contract.

L.7.2 Delivery Instructions.

a. Proposals shall be submitted in loose leaf, three-ring binders and on readable/text selectable CD format using MS Word 2000/2007 or Portable Document Finder (PDF). See L.7.3 for further instruction. Electronic mail (e-mail) copies and Faxed copies will not be accepted.

b. Offerors shall ensure that their proposal (hard copies and compact disks) is marked with the Volume number, Title, RFP number, classification, and Offeror's name. Proposals shall be identified as "For Official Use Only or SECRET (only if required by regulation), as required AND Solicitation Sensitive". Documents marked SECRET shall be handled in accordance with DD Form 254 "Department of Defense Contact Security Classification Specification" and shall be on separate CD and separate binder.

c. Proposals shall be physically received at the location, date and time specified herein. Electronic mail (e-mail) copies will not be accepted.

d. Classified data shall be submitted in accordance with applicable security regulations. Any section of the proposal which is classified shall be submitted under separate cover per the following instructions:

- It must be doubled wrapped
- The inner wrapping shall have the name, address, and office symbol of the receiver. The overall classification marking shall be on the top/bottom/back/front of the package. The inner wrapping shall say:

Army Contracting Command – Aberdeen Proving Ground
Natick Contracting Division
New England Soldier Systems & Individual Equipment (NESSIE) Branch
ATTN: Nathan Jordan
1 Kansas St
Natick, MA 01760

- The outer wrapping shall have only the basic generic address of the facility. The outer wrap shall say:

Army Contracting Command – Aberdeen Proving Ground
Natick Contracting Division
New England Soldier Systems & Individual Equipment (NESSIE) Branch
ATTN: Nathan Jordan
1 Kansas St
Natick, MA 01760

- Classified mail must be sent either registered mail or Express mail with a return receipt. Do not use Fed Ex, DHL, or other shipment methods.

L.7.3 Special Instructions for Preparation of Proposal.

Proposal shall be submitted in five (5) Volumes:

- a. Volume I. Technical Proposal / including, meeting material performance criteria- 1 CD + 1 Original + 1 Copies
(30 pages maximum excluding appendices)
- b. Volume II. Management Proposal - 1 CD + 1 Original + 1 Copies (30 pages maximum)
- c. Volume III. Contract/Price Proposal - 1 CD + 1 Original + 1 Copy
- d. Volume IV. Past Performance Proposal - 1 CD + 1 Original + 1 Copy (no page limitation)
- e. Volume V. Small Business Participation Plan – 1 CD + 1 Original + 1 Copy

Volumes I, II, and IV shall be VOID of any proposal cost information. Each volume shall be a stand-alone document and shall clearly and completely describe the effort that the Offeror is proposing to accomplish under the contract. Electronic mail (e-mail) and faxed copies of Proposals will not be accepted.

Type shall be no smaller than a font size of ten (10) and shall be at least single-spaced and shall be Times New Roman or Arial font. Page size shall not exceed 8 1/2" x 11". Foldout illustrations required for reader ease are allowed; however, the illustration pages shall be counted in 8 1/2" x 11" increments (e.g., an 11" x 17" document will count as two pages).

L.7.3.1 Volume I. Technical Proposal.

L.7.3.1.1 Factor A: Product Demonstration Sample (PDS).

The Offeror shall submit three (3) pair of Product Demonstration Samples with their proposal. The three pair of Product Demonstration Samples shall consist of one pair each of the following sizes (completed pairs of boots): size 3-Regular, size 10-Regular and size 16-Regular. In addition the Offeror shall also submit lasts in each of following sizes used to produce the Product Demonstration Samples: size 3-Regular, size 10-Regular and size 16-Regular. The Offeror is responsible for ensuring all PDS meet or exceed the performance requirements, as stated in purchase description GL-PD-10-01C dated 23 September 2011. Production quantities shall be produced at the same facility(s) as the PDS. The MCB PDS shall be void of any identifiable markings (e.g. brand names or company names).

L.7.3.1.3 Factor B: Written Technical Proposal.

The Offeror shall submit a technical description of the MCB proposed and test results in sufficient detail to support/substantiate how the proposed MCB is compliant with the requirements in the PD and solicitation. This may include:

- a. Product literature
- b. Independent test data for prototype units
- c. Technical specification sheets or other documents that provide rationale and justification to substantiate the representations

All test data, test reports, computations, or other supporting data required in the product specification for verification shall be included as an attachment and will not be counted towards the page limitation, but they must be explained in the body of the proposal. Independent or Government laboratory testing verification must be submitted as proof of compliance with the PD. Certificates of conformance/compliance are not an acceptable substitute except for fabric conformance.

L.7.3.2 Volume II. Management Proposal.

Information for the Management Proposal pertains to all proposed significant subcontractors and material suppliers as well as the prime.

L.7.3.2.1 Factor A: Delivery Schedule and Producibility.

Offerors shall identify or provide the following:

- a. Detailed information on the Offeror's ability to meet the required minimum delivery schedule and the ability to ramp up to the maximum delivery schedule to include the number of production personnel and total square footage of the production floor required to produce both the minimum and maximum delivery schedule. The maximum delivery schedule should be related to the Offeror's maximum production rate and any economic production capabilities.
- b. Location of facilities and their proposed manufacturing team along with their duty description, including subcontractors that will be involved in producing the item.
- c. The total square feet of the facility broken down into manufacturing and storage space that will be dedicated to the proposed contract.
- d. A list of all current manufacturing equipment that are required for this contract (to include the age and condition of the equipment).
- e. If acquiring new equipment or facilities, Offerors shall describe in detail how these will be in place or phased in to meet the required delivery schedule. Letters of commitment from equipment or facility sources shall be provided.
- f. Letters of commitment from all suppliers of materials and packaging with the required lead time for delivery.
- g. Information regarding maximum monthly production capacity.
- g. Any current or anticipated production efforts and their impact on required delivery schedule or proposed delivery schedule.

L.7.3.2.2 Factor B: Quality Assurance.

Proposals shall describe, in detail, the Maturity and effectiveness of their Offeror's Quality Assurance System and how it meets the requirements of the MCB program. The Offeror's proposal shall describe their approach to quality assurance from incoming material compliance to final end item acceptance testing and inspection including how quality processes will be managed within multiple facilities and subcontracts if applicable. Proposals shall include information on the Quality Assurance plan this is in place, how the plan is implemented throughout the organization and how the Offeror's plan addresses the following key ISO 9001 (2008) principles or a copy of their ISO 9001 certification:

- a. Management review of the quality Assurance system
- b. Preventative and Corrective Actions/Continuous Improvement Process
- c. Document and Data Control
- d. Internal Audits

- e. Employee Training
- f. Control of Supplies and Suppliers

The Offeror shall include specific documentation demonstrating:

a. How quality processes will be managed within multiple facilities. The Offeror shall also describe how quality practices of subcontractors will represent the quality practices of the prime Contractor.

L.7.3.2.3 Factor C: Inspection Plans.

The Offeror shall provide documentation that demonstrates existence of and describes the following:

- a. A documented Cutting Process to include pre-inspection of materials
- b. In-process Inspections
- c. A Final Inspection Process
- d. A Process Improvements Program to include a Corrective Action Plan, a Preventive Action Plan, and a Continuous Improvement Plan
- e. Material tracking processes.

The Inspection Plan should be a stand-alone document or a set of procedures that when used can distinguish a conforming product from a nonconforming product.

L.7.3.3 Volume III. Contract Price Proposal.

The Offeror shall complete the following parts of the following sections:

- a. Section A: Complete the OFFER part of the Standard Form 33 format. An official having the authority to bind the firm contractually shall sign the SF33. If this individual is not an officer of the company, the proposal shall be accompanied by some form of written evidence of the individual's authority to bind the company, under contract, to a particular course of action. This might include such evidence as a written delegation of said authority, signed by an officer of the company.
- b. Section B: The entirety of Section B constitutes the Offeror's price proposal for this acquisition, including the Quantity Discount Rates referenced in Section B2. Therefore, the Offeror shall complete ALL pricing in Section B, Schedule of Supplies and Services, for the basic period and ALL options.
- c. Section F: Complete F3 - "Offeror's Proposed Delivery Schedule" if applicable.
- d. Section G: Insert the required information in the spaces provided.
- e. Section K: Complete all the required certifications, representations, and acknowledgments for the Prime Contractor.
- f. Acknowledge any amendments to this solicitation. Amendments must be acknowledged by signature of an official having the authority to bind your firm contractually by the completion of the SF30 or appropriate annotation on the SF33.

Reference Section B1 for the required cost information to be submitted.

L.7.3.4 Volume IV. Past Performance Proposal.

All information required pertains to all proposed first-tier subcontractors with whom the Offeror is teaming, as well as the Offeror. The Offeror shall submit with its proposal the first tier subcontractors' letter(s) of consent allowing the Government to disclose the subcontractors' past performance to the Offeror during negotiations.

The Offeror shall provide a description of all Federal Government contracts (as a prime or subcontractor) over the past five (5) years which are relevant to the efforts required by this solicitation. The Government may choose to investigate contracts prior to the past five (5) years for the purpose of the evaluation. In addition, any and all contracts terminated for cause in whole or in part during the past five (5) years, to include those currently in the process of such termination, are considered relevant, and the Offeror shall provide past performance information for those contracts. The Offeror shall submit their past performance information in accordance with Attachment 3 Performance Risk Assessment Questionnaire.

For each of the contracts provided, the Offeror shall describe the objectives achieved detailing how the effort is similar to the requirements of this solicitation. For any contracts which did/do not meet the original requirements with regard to original cost, schedule, or technical performance, the Offeror shall provide a brief explanation of the reason(s) for such shortcomings and any demonstrated 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 letters received on each contract listed and description of any corrective action taken. For any terminated contracts, the Offeror shall indicate the type and reasons for the termination.

In addition, the Government reserves the right to use alternative resources to gather past performance information.

L.7.3.5 Volume V. Small Business Participation Plan:

L.7.3.5.1 Subcontracting Plan.

The Offeror shall submit a Subcontracting Plan in accordance with FAR Clause 52.219-9 and DFARS Clause 252.219-7003 (for reference see FAR 19.704 and DFARS 219-704). The negotiation of a subcontracting plan shall not be considered as reopening of negotiations closed by a Final Proposal Revision. This requirement is not applicable to Small Businesses. See Template of the required information for small businesses below.

L.7.3.5.2 Small Business Participation Plan Template.

All Offerors, both Small and Large Businesses, are required to submit Small Business Participation Plan information in accordance with DFARS 215.304 that shall include the following:

- a. Prime Contractor type of business (check all that apply):
- b. Total Contract Value (including options): \$ _____
- c. Dollar Value of your participation as a prime contractor: \$ _____
- d. Dollar Value and Percentage of Total Contract Value of Subcontracts Planned for:

Type	Dollar Value	Percentage of Total
Large		

Small		
Small Non-Disadvantaged		
Small Disadvantaged		
Small Woman Owned		
Small HUB Zone		
Small Veteran Owned		
Small Service Disabled		
Veteran Owned		

NOTE: Each percentage above shall be accompanied by detailed supporting documentation regarding individual commitments. Detailed explanations shall also be provided when the percentage falls short of the DoD goals.

NOTE: The sum of the dollar values and percentages of Small Non-Disadvantaged and Small Disadvantaged should equal the entries for the Total Small. However, the sum of all the percentages above need not equal 100% since the prime is not included and individual subcontractors may be counted towards more than one category. All percentages should use the TOTAL CONTRACT VALUE as a baseline.

e. Principal supplies/services (be specific) to be subcontracted.

List the Name of the company and the type of service/supply for

- Large
- Small Non-Disadvantaged
- Small Disadvantaged
- Small Woman Owned
- Small HUB Zone
- Small Veteran Owned
- Small Service Disabled Veteran Owned:

NOTE: For purposes of subcontracting, historically Black Colleges and Universities/ Minority Institutions (HBCUs/Mis) are considered as disadvantaged and should be broken out separately.

f. Prior Performance Information.

Provide any information substantiating the Offeror's track record of utilizing Small Businesses on past contracts. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, should be provided.

g. Extent of Commitment.

Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR, Part 19, as subcontractors.

L.8 QUESTIONS CONCERNING THIS SOLICITATION.

Any questions concerning this solicitation may be submitted in writing via E-mail to the Contract Specialist no later than 14 calendar days prior to the closing date of the solicitation. Questions received after that time may not receive a response. Telephone inquiries will not be accepted.

L.9 PROPOSAL SUBMISSION.

Proposals shall be submitted in accordance with the instructions contained within this solicitation and shall arrive no later than date and time specified in this solicitation at the following address: Army Contracting Command – Aberdeen Proving Ground, Natick Contracting Division, ATTN: Nathan Jordan, 100 Medway St, Milford, MA 01757. Electronic and faxed copies of proposals will NOT be accepted.

All proposals delivered in response to this solicitation shall reflect the following on the address label:

- a. Solicitation Number - W911QY-12-R-0005
- b. The legend "TO BE DELIVERED UNOPENED to Nathan Jordan"
- c. **DATE and TIME:** _____

Offerors shall not submit a transmittal letter with proposals. Such a letter is unnecessary, and statements therein frequently create conflicts or ambiguities.

L.10 INCORPORATION OF PROPOSAL.

Portions of the Contractor's Technical Proposal, as negotiated and accepted by the Government, may be incorporated by reference into the resultant contract. Some or all of the information furnished by the Contractor may be subject to disclosure under the Freedom of Information Act. For this reason the Contractor shall identify information contained in the proposal which the Contractor specifically does not want to be incorporated by reference.

Notwithstanding any rights the Government will receive under the contract to the data being protected under the solicitation, any request for information received under the Freedom of Information Act (5 U.S.C 552) for the resulting contract, including any portion of the proposal that was incorporated into the contract, will be reviewed in accordance with the FOIA statute. The Government will contact the Contractor to identify what information, if any, contained in the contract should be withheld from release to the public. The Contractor will then have to demonstrate that the information is a (1) a trade secret or (2) confidential, commercial information. In case of the latter, the Contractor would have to demonstrate, in detail, that disclosure would (1) impair the Government's ability to obtain necessary information in the future or (2) cause substantial harm to the Contractor.

Any changes in these arrangements are to be submitted to the Contracting Officer in advance for approval. In the event of any conflict or ambiguity between the Contractor's Technical Proposal and the Government's Statement of Work, the Government's Statement of Work takes precedence.

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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 to the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Sean Murphy, 100 Medway Rd, 3rd Floor Suite 305, Milford, MA 01757

(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)

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

M.1. BASIS FOR AWARD.

The Government anticipates awarding multiple contracts as a result of this Request for Proposal (RFP), based on the results of a complete and thorough Government evaluation of proposals in accordance with this section. However, the Government reserves the right to award one contract or not award any contracts in the event that no proposals are considered to be in the best interest of the Government. The ultimate contract award decision will not be made by the application of a predefined formula, but rather by the conduct of a tradeoff process among the Areas identified below and by the exercise of the sound business judgment of the Contracting Officer/Source Selection Authority. Contract award will be made to the "responsible" Offerors whose proposals represent the best overall value to the Government based on the Areas and Factors set forth herein. (See FAR 9.104, which describes the standards prospective contractors, must meet to be determined "responsible".) To receive consideration for award, overall evaluations of not less than "Acceptable" must be achieved in all Areas. An evaluation rating of "Unacceptable" at the Factor level will cause the entire Area to be evaluated as "Unacceptable," and an evaluation of "Unacceptable" at the Area level will cause the entire Proposal to be evaluated as "Unacceptable." Offerors are cautioned that award(s) may not necessarily be made to the lowest-price Offeror(s).

NOTE: THE GOVERNMENT RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON INITIAL SUBMISSIONS, WITHOUT EXCHANGES AND/OR DISCUSSIONS.

M.2. RELATIVE ORDER OF IMPORTANCE TERMINOLGY, EVALUATION AREAS AND FACTORS

Relative Order of Importance Terminology

An evaluation of all offers will be made in accordance with the criteria set forth in the paragraph below. In order to provide the Offeror with an understanding of the significance assigned by the Government and as required by law, the factors are assigned a relative order of importance. The following terminology is used:

- Significantly More Important. The factor is substantially more important than another factor. The factor is given far more consideration than another factor.
- More Important. The factor is greater in value than another factor, but not as much as a significantly more important factor. The factor is given more consideration than another factor.
- Equal. The factor is the same in value as another factor.

The Technical Area is the most important of all the areas and is more important than the Management Area, which is more important than the Past Performance Area, which is more important than Contract/Price Area. (Technical Area > Management Area > Contract/Price > Past Performance Area > Small Business Participation Plan. All evaluation factors, other than the Cost or Price, when combined, are significantly more important than Cost or Price. Area I - Technical Factors A and B are of equal importance. Area II - Management Factors A, B, and C are of equal importance.

The five areas and their factors are as follows:

a. Area I - Technical:

- Factor A. Product Demonstration Samples (Quality and Performance)
- Factor B. Written Technical Proposal

- b. Area II – Management:
 - Factor A. Delivery Schedule and Producibility
 - Factor B. Quality Assurance
 - Factor C. Inspection Plans
- c. Area III - Contract/Price Proposal
- d. Area IV - Past Performance
- e. Area V – Small Business Participation Plan

M.2.1 Area I - Technical

The Government will evaluate the extent to which the Offeror's written proposal and Product Demonstration Sample (PDS) demonstrate a sound, practical methodology for satisfying the requirements stated in the solicitation.

M.2.1.1 Factor A. Product Demonstration Sample (PDS).

The Offeror's proposal will be evaluated to ensure the proposed MCB meets the requirements of the Purchase Description including form, fit, function, aesthetic/uniform requirements and operational effectiveness as set forth in the PD and scope of work in section C.

M.2.1.3 Factor B. Written Technical Proposal.

The Offeror's proposal will be evaluated to ensure that the proposed MCB meets the requirements in the Purchase Description. This evaluation will be completed through a review of independent test data, literature, or technical specification sheets related to the performance of these items.

M.2.2 Area II - Management

M.2.2.1 Factor A. Delivery Schedule/ Producibility.

The Offeror's proposal will be evaluated to ensure that it can demonstrate the ability to meet the required minimum delivery schedule as well as the Offerors maximum delivery schedule

M.2.2.2 Factor B. Quality Assurance.

The Offeror's quality assurance system will be evaluated for its maturity and effectiveness to assure defect free products are manufactured and delivered to the Government and that it meets the requirements of ISO 2001-2008.

M.2.2.3 Factor C. Inspection Plans.

The Offeror's proposal will be evaluated to ensure that they has a mature and effective systematic process in place to aid the ease of inspecting materials, production lines and implementing corrective actions at the employee and management level.

M.2.3 Area III – Contract/Price Proposal.

The Contract/Price proposal will be evaluated separately from past performance and other non-price factors, and will be evaluated for fairness and reasonableness. Offerors are encouraged to give Economic Quantity Discounts

M.2.4 Area IV – Past Performance.

The Offeror's and their major subcontractor's past performance with Government and industry will be evaluated. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of

meeting delivery schedules and the delivery of quality products. Emphasis will be on recent, relevant experience in the past five (5) years. Offerors with no relevant performance history will be given a rating of “Neutral”.

M.2.5 Area V – Small Business Participation Plan.

The Offeror’s Small Business Participation Plan will be evaluated in accordance with AFARS Appendix DD.

The Department of Defense (DoD) has established small business goals as an assistance to assure small business receives a fair proportion of DoD awards. The goals for this procurement are as follows (as a percentage of the total contract value):

- Total Small Business: 25%
- Woman-Owned Small Business: 5%
- Historically Underutilized Business Zone (HUBZone) Small Business: 3%
- Service Disabled Veteran Owned Small Business: 3%

(Note: For example, a participation plan that reflects 5% subcontracting to a woman-owned small business, this would also count towards the overall 20% goal for total Small Business subcontracting.)

M.3 EVALUATION PROCESS.

The technical panel will provide a detailed evaluation and assign a combined technical/risk rating for the Technical and Management Areas. The Past Performance Area will receive only a performance risk rating. The Contract/Price Proposal Area will be evaluated by the Contracting Officer in accordance with the evaluation criteria established in Area III. The Small Business Participation Plan Area will be evaluated in accordance with FAR 19.705, DFARS 219.705 and the AFARS, Appendix DD and will include the Small/Small Disadvantaged Business Utilization factor. This, and other factors under Subcontracting, will receive an adjectival rating only. The technical panel will rate each Area and Factor by consensus for each proposal submitted and will prepare initial and final reports. If consensus is not obtainable, a minority report prepared and signed by the dissenting evaluators shall be presented to the Contracting Officer for consideration.

The technical panel will evaluate proposals in accordance with the process and evaluation criteria stated herein, and will document the evaluation by providing a narrative discussion of the evaluation of each proposal in terms of the evaluation criteria and proposed strong points (strengths), weak points (weaknesses), and deficiencies. This narrative discussion will be incorporated into a report, which will be presented to the Contracting Officer to assist in the competitive range determination. Upon establishment of the competitive range, and to the extent deemed necessary at the sole discretion of the Contracting Officer, written discussion items (DIs) will be issued to remaining Offerors, using control numbers, to further investigate any weaknesses, deficiencies, or other subjects identified by the technical panel as germane to the evaluation process. These DIs are considered exchanges/discussions in accordance with FAR 15.306(d). The Contracting Officer relating to any matter that requires written revisions to a proposal for which a binding agreement is required/desired may also issue DIs. The technical panel will be responsible for briefing the Contracting Officer at all steps of the evaluation process. The Contracting Officer may delegate an initial competitive range determination, for the purposes of exchanges/negotiations in accordance with FAR 15.306(d). The technical panel shall provide its report to the Contracting Officer for a final briefing, if necessary.

M.4 RATING METHOD.

M.4.1 Adjectival Ratings.

M.4.1.1 Rating Definitions.

The Technical Area and the Management Area will be assigned an Adjectival Rating according to the definitions below:

Combined Technical/Risk Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

M.4.1.2 Term Definitions.

a. **Strength:** A specific item or technical approach that is within the scope of the solicitation objectives, yet stands out as a significant enhancement for accomplishment of the program objectives and increases the likelihood of successful contract performance.

b. **Weakness:** Any part of the proposal that fails to satisfy the Government's objective, but can be corrected through negotiations without major or complete resubmission of the proposal. This definition will be used when changes in cost, effort, schedule, or technical approach are not serious. It includes instances when information that is essential for determining the acceptability of a proposal is lacking and when a proposal appears overall to be capable of satisfying the Government objectives, but where portions of it contain deficiencies that detract from the value of the proposed approach toward satisfying the Government's objective.

Note: Clarification and/or additional substantiating data may be requested concerning those areas of an Offeror's proposal when a weakness exists.

c. **Deficiency:** A major item and/or gross omission that will preclude meeting of program objectives and/or results in substantial impact on areas of schedule, cost, or performance. A major deficiency item is one that is clearly understood by the evaluators and cannot be corrected prior to or during negotiations without a major revision or a fundamental change in technical approach proposed by the Offeror. Such a deficiency identifies a proposal that has no reasonable chance of selection of award.

Note: Clarification and/or additional substantiating data will not be requested concerning those areas of an Offeror's proposal where a major deficiency exists.

M.4.2 Risk Ratings

M.4.2.1 Technical and Management Areas.

The Technical Area and the Management Area and their factors will be assigned a Risk Rating according to the definitions below:

- a. High: likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
- b. Moderate: Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
- c. Low: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

M.4.3 Past Performance Area.

The Past Performance Area will be evaluated based on relevancy and confidence as described by the tables below:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be

	reasonably assigned.
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M.4.4 Contract/Price Proposal Area

The Contract/Price Proposal Area will be evaluated for fairness and reasonableness and price competitiveness, and will not be given an adjectival or risk rating.

M.4.5 Small Business Participation Plan

The Small Business Participation Plan Area will be evaluated as either **Acceptable or Not Acceptable**.

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>First Article Testing</u>	
D. SYSTEM/ITEM Mountain Combat Boot (MCB) FAT		E. CONTRACT/PR NO. Not available		F. CONTRACTOR Not available	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM FAT requirements for contractor/vendor.			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE Sections E.1-E.11 and H		6. REQUIRING OFFICE CCRND-NA	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY See block 16	12. DATE OF FIRST SUBMISSION See bl 16	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION See bl 16	a. ADDRESSEE	b. COPIES
16. REMARKS <p>E.2: The Contractor shall produce 2000 pairs of MCBs within 90 calendar days from the date of the issue of this contract to the Government at the contractors facility 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.</p> <p>Within 14 calendar days after the Government receives the first article final report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.</p> <p>* All other FAT requirements are contained within the specific contract sections noted.</p>				Draft	Final
15. TOTAL →				1	1 0
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM FAT requirements for contractor/vendor.			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE Sections E.1-E.11 and H		6. REQUIRING OFFICE CCRND-NA	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY See block 16	12. DATE OF FIRST SUBMISSION Block 16	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION Block 16	a. ADDRESSEE	b. COPIES
16. REMARKS <p>14 calendar days before the schedule FAT for the ACG, contractor shall provide a FAT plan to the Government for review that shall contain at a minimum the following items:</p> <p>a. Scope of the FAT to be conducted. b. Purchase Descriptions (PDs) being used for the FAT. c. Identification of the FAT articles (sizes and required number of articles). d. Inspections that are to be conducted during the FAT (visual, dimensional, other). e. Berry Amendment Certificates of Conformance (CoCs) for all materials used. f. Physical testing reports of all materials used in construction of FAT articles. g. Blank visual inspection sheets. h. Blank dimensional inspection sheets. i. Material Safety Data Sheet (MSDS) information for all materials being used. j. Any additional information the contractor thinks pertinent for review before FAT.</p>				Draft	Final
15. TOTAL →				0	0 0
G. PREPARED BY COOPER.BENJAMIN.S.1399698428		H. DATE 23NOV2011	I. APPROVED BY		J. DATE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004 B. EXHIBIT B C. CATEGORY: TDP _____ TM _____ OTHER _____ CoCs

D. SYSTEM/ITEM Mountain Combat Boot (MCB) E. CONTRACT/PR NO. Not available F. CONTRACTOR Not available

1. DATA ITEM NO. A002 2. TITLE OF DATA ITEM Required testing and CoCs for MCB 3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE C.2, C.4.2.1.4.5, C.4.2.1.5.4 6. REQUIRING OFFICE CCRND-NA

7. DD 250 REQ 9. DIST STATEMENT REQUIRED 10. FREQUENCY See 16 12. DATE OF FIRST SUBMISSION NA 14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repro

16. REMARKS
C.2: Berry Amendment compliance. For MCB program, CoCs (Certificates of Conformance) shall be created and supplied with/for each shipment of MCBs showing that boots are Berry Compliant.
C.4.2.1.4.5: Contractor shall submit a certificate of performance for each lot of component material each time samples are drawn and submitted for verification. This shall include all testing information required within GL-PD-10-01C dated 23 Sep 11. This information shall be provided to the Government.
C.4.2.1.5.4: End item and material testing. Each lot of leather or other subcomponent material and the end item will be subjected to the applicable tests cited within GL-PD-10-01C dated 23 Sep 11. Lab reports shall be provided to the Government along with all applicable CoCs. This shall be part of lot acceptance and FAT. If any items being tested fail, the material shall be unacceptable for use. See section # indicated above.

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE

7. DD 250 REQ 9. DIST STATEMENT REQUIRED 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repro

16. REMARKS

G. PREPARED BY COOPER, BENJAMIN, S. 1399698428 H. DATE 23NOV2011 I. APPROVED BY J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DETAILED SPECIFICATION

MOUNTAIN COMBAT BOOT BOOTS, COMBAT, MOUNTAIN

This Purchase Description (PD) is approved for use by the DLA Troop Support and is available for use by all Departments and Agencies of the Department of Defense (DoD).

1. SCOPE

1.1 Scope. This purchase description covers the requirements for an olive-colored, waterproof combat boot for use in rugged, mountainous terrain. Unless otherwise indicated, all performances called out in this Purchase Description pertain to an item made on a size 10R last.

1.2 Classification. The boot will be of the following sizes and widths (see 6.4) as specified see 6.2.

Size: 2 through 15 (whole and half sizes), 16 (whole size only)

Widths:

Narrow	(B)
Regular	(D)
Wide	(EE)
X-Wide	(EEEE)

Comments, suggestions, or questions on this document should be addressed to: Department of the Army, Natick Soldier Research, Development and Engineering Center, Kansas Street, Natick, MA 01760 Attn: RDNS-WPW-C.

2. APPLICABLE DOCUMENTS

2.1 General. The documents listed in this section are specified in sections 3, 4, or 5 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements of documents cited in sections 3, 4, or 5 of this specification, whether or not they are listed.

2.2 Government documents.

2.2.1 Specifications, standards, and handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract (see 6.2).

DEPARTMENT OF DEFENSE SPECIFICATIONS

MIL-C-41814	- Counter, Footwear
MIL-DTL-32075	- Label: For Clothing, Equipage, and Tentage, (General Use)
MIL-PRF-3122	- Leather, Cattlehide, for Footwear for Uppers and Gussets, Chrome Tanned, Fatliquored

(Copies of these documents are available online at <https://assist.daps.dla.mil/quicksearch/> or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.2.2 Other Government documents. The following other Government documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues shall be those cited in the solicitation or contract.

ENVIRONMENTAL PROTECTION AGENCY

Regulations for the Enforcement of the Federal Insecticide, Fungicide and Rodenticide Act (40 CFR Part 162)

(Copies are available online at <http://www.epa.gov/pesticides> or from the Environmental Protection Agency, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.)

FEDERAL TRADE COMMISSION

Rules and Regulations Under the Textile Fiber Products Identification Act

(Copies are available online at <http://www.ftc.gov> or from the Federal Trade Commission, 600 Pennsylvania Avenue, N.W., Washington, DC 20580-0001.)

(Copies of documents required by contractors in connection with specific acquisition functions should be obtained from the contracting activity or as directed by the contracting activity.)

2.3 Non-Government standards and other publications. The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents are those cited in the solicitation or contract (see 6.2).

AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)

- AATCC – 100 - Assessment of Antibacterial Finishes on Textile Materials
- AATCC – 127 - Water Resistance: Hydrostatic Pressure Test
- AATCC Evaluation Procedure 9, Visual Assessment of Color Difference of Textiles

(Copies of documents are available on line at <http://www.aatcc.org> or from the American Association of Textile Chemists and Colorists, P.O. Box 12215, Research Triangle Park, NC 27709-2215.)

- ASTM-D-412 - Vulcanized Rubber and Thermoplastic Elastomers (Tension Elongation)
- ASTM-D-471 - Rubber Property-Effect of Liquids
- ASTM-D-624 - Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
- ASTM-D-747 - Apparent Bending Modulus of Plastic by Means of a Cantilever Beam
- ASTM-D-751 - Coated Fabrics (Hydrostatic Resistance or Breaking Strength)
- ASTM-D-1052 - Measuring Rubber Deterioration-Cut Growth Using Ross Flexing Apparatus
- ASTM-D-1630 - Rubber Property-Abrasion Resistance (Footwear Abrader)
- ASTM-D-1777 - Thickness of Textile Materials
- ASTM-D-2208 - Breaking Force and Elongation, Grab Method
- ASTM-D-2240 - Rubber Property-Durometer Hardness
- ASTM-D-3273 - Resistance to Growth of Mold
- ASTM-D-3574 - Flexible Cellular Materials- Slab, Bonded, and Molded Urethane Foams
- ASTM-D-3787 - Bursting Strength of Textiles Constant-Rate-of-Traverse (CRT) Ball Burst Test
- ASTM-D-3886 - Abrasion Resistance for Textile Fabrics (Inflated Diaphragm Apparatus)
- ASTM-D-4786 - Stitch Tear Strength, Single Hole
- ASTM-D-4966 - Abrasion Resistance of Textile Fabrics (Martindale Abrasion Tester Method)
- ASTM-E-96 - Water Vapor Transmission of Materials
- ASTM-F-392 - Flex Durability of Flexible Barrier Materials

(Copies of documents are available on line at <http://www.astm.org> or from the ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19426-2959.)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA-1971 Standard on Protective Ensemble for Structural Firefighting and Proximity Fire Fighting (2007 Edition)

(Copies of this document are available online at <http://www.nfpa.org> or National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269-7471)

SATRA GLOBAL TEST METHODS

TM-2	- Tensile Strength of Fiberboards and Sheet Insoling Materials
TM-3	- Flexing Endurance Test for Fiberboards
TM-14	- Scuff Resistance of Fiberboards
TM-31	- Abrasion Resistance
TM-77	- Flexing Machine-Water Penetration Test
TM-80	- Transverse or Z Direction Strength of Fiberboards
TM-83	- Measurement of the Area Shape Retention and Collapsing Load of formed Toe Puff and Stiffener Materials
TM-98	- Determination of Dimensional Change of Insole Boards Due to Change in Relative Humidity
TM-101	- Peel Strength of Fiberboards
TM-144	- Slip Resistance (rough ice method)
TM-233	- Non marking (rubber outsole)

(Application for copies should be addressed to <http://info@satra.co.uk> or from the SATRA Technology Centre, Wyndham Way, Telford Way, Kettering, Northamptonshire; NN 16 8SD, United Kingdom)

2.4 Order of precedence. Unless otherwise noted herein or in the contract, in the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 Terms

3.1.1 First article. When specified (see 6.3), a sample shall be subjected to first article testing/inspection in accordance with 4.2.

3.1.2 Standard samples.

3.1.2.1 Upper leather. The finished upper leather shall match a swatch of cattlehide leather for shade and grain side appearance and unless otherwise indicated, shall be equal to or better than the sample with respect to all characteristics for which the standard is referenced.

3.1.2.2 Gusset leather. The finished gusset leather shall match a swatch of cattlehide leather for shade and grain side appearance and unless otherwise indicated, shall be equal to or better than the sample with respect to all characteristics for which the standard is referenced.

3.1.2.3 Rubber rand. The texture and color of the rubber rand and the color of the outsole shall match a swatch of the rubber rand and unless otherwise indicated, shall be equal to or better than the sample with respect to all characteristics for which the standard is referenced.

3.1.3 Visual shade matching (All exterior components). The color and appearance of the components shall match the standard shade and appearance in 3.1.2 when tested as specified in 4.4.2. All associated exterior components shall be subdued and of a complimentary shade.

3.2 Recycled, recovered, or environmentally preferable materials. Recycled recovered or environmentally preferable materials should be used to the maximum extent possible provided that the material meets or exceeds the requirements of this document and promotes economically advantageous life cycle costs.

3.2.1 Leather.

3.2.1.1 Upper Leather. The leather shall be grain out drum dyed olive with color penetrating throughout the thickness of the hide so that the chrome tannage is not visible. The leather shall conform to MIL-PRF-3122, Type I, Treatment A and Treatment B. The following exceptions to MIL-PRF-3122 shall be applicable for the upper leather:

- a. The grain surface shall be lightly buffed, removing the surface of the grain only, for a nubuc appearance with a fine uniform nap (see 3.1.2.1).
- b. The surface color shall be antiqued to provide a muted camouflage effect (see 3.1.2.1).
- c. The finish requirements for the leather shall not apply.
- d. The thickness shall be as specified for the cut parts in Table IX.

3.2.1.2 Gusset Leather. The gusset leather shall be grain out, drum dyed olive with color penetrating throughout the thickness of the hide so that the chrome tannage is not visible. The leather shall be a good match to the standard sample for color, appearance and softness (see 3.1.2.2). The leather shall conform to MIL-PRF-3122, Type II, Treatment A. The thickness shall be as specified for the cut parts in Table IX.

3.2.2 Insoles The insole shall meet the requirements specified in Table I when tested as specified in 4.4.2.

TABLE I. Insole performance requirements

Characteristics	Physical Requirements
Thickness (all constructions), inches (min.)	0.160
Fungal resistance, Level	10
Wet Tensile, kgf/cm ² (min.)	70
Flexing Index, (5000 cycles) (min.)	3.7

Characteristics	Physical Requirements
Abrasion Resistance	
Cellulose board, mm ³ (max.)	50
Non-Woven board, (revolutions) (min.)	
Dry	25,600
Wet	6,400
Transverse Tensile-Dry, kgf/cm ² (min.)	8
Dimensional Stability, percent (max.)	0.7
Peel Strength, kgf/cm ² (min.)	0.5
Bending Modulus,(at 10°)	3.40 (± 0.35°)

3.2.3 Fabrics.

3.2.3.1 Bootie lining. The bootie lining shall be constructed from pattern pieces cut from waterproof 3-layer laminate material (see 3.2.3.1.1).

3.2.3.1.1 Three-layer laminate. The three-layer laminate lining shall consist of a textile face, a waterproof film, and a tricot knit cloth. The package shall conform to the requirements in paragraphs 3.2.3.1.1.1 through 3.2.3.1.1.3. The three-layer laminate shall conform to the requirements specified in Table II, when tested as specified in paragraph 4.4.2.

3.2.3.1.1.1 Face layer. The face layer shall consist of a textile that meets the Martindale Abrasion and Burst Strength performance listed in Table II when tested as specified in 4.4.2. Any antimicrobial technology used shall be an EPA-registered antimicrobial and shall be durable for the life of the item. The requirements of this paragraph shall apply to all lining within the boot including the fabric top cover attached to the removable cushioned insert.

3.2.3.1.1.1.1 Toxicity (lining fabric only). The finished lining fabric shall not present a health hazard and shall show compatibility with prolonged, direct skin contact when tested as specified in 4.4.1. Chemicals recognized by the Environmental Protection Agency (EPA) as human carcinogens shall not be used.

3.2.3.1.1.2 Waterproof film. The waterproof film shall be polytetrafluorethylene, microporous.

3.2.3.1.1.3 Tricot knit. The tricot knit cloth shall be nylon weighing a minimum of 1.0 oz/yd² and meet the requirements in Table II when tested as part of the three-layer laminate lining as specified in 4.4.2. The color shall be natural.

3.2.3.2 Adhesive. The adhesive for laminating the layers together shall be such that the laminate cloth meets the requirements of this specification. The adhesive shall have no adverse health hazard when used as intended.

3.2.3.3 Laminated cloth. The face layer specified in 3.2.3.1.1.1 shall be laminated to one side of the waterproof film specified in 3.2.3.1.1.2 and the tricot knit cloth specified in

3.2.3.1.1.3 shall be laminated to the other side of the waterproof film. The cloth shall conform to the requirements specified in Table II, when tested as specified in paragraph 4.4.2.

TABLE II. Laminated cloth performance requirements

Characteristics	Requirements
Martindale Abrasion , revolutions/cycles (min.)	
Fabric only; Dry	153,600/ 9,600
Bursting Strength (lbs)	
Fabric Only (minimum)	125
Hydrostatic Resistance (psi) (Liner Cloth)	
Initial (minimum)	50
At Seam (minimum)	50
After Synthetic Perspiration (min)	50
After Diesel Fuel Oil (min.)	50
Water Permeability / Resistance (Liner Cloth)	
Initial (minimum)	No leakage
At Seam (minimum)	No leakage
After Synthetic Perspiration (min)	No leakage
After Diesel Fuel Oil (min)	No leakage
Abrasive Durability (600 cycles)	
Back/Leather Side (min)	No leakage
Moisture Vapor Transmission Rate (MVTR), g/m ² /24hrs	
B method (min)	640
BW method (min)	4,000
Flex Durability	
Gelbo (3,000 cycles) (min)	No leakage
Wet, (24 hrs to leak) (min)	No leakage
Wet, (96 hrs to delamination) (min)	No leakage
Bacterial Resistance, % reduction (min)	
Staphylococcus Aureus	99
Pseudomonas Aeruginosa	99
Corynebacterium Xerois	90

3.2.3.4 Color. The color of the face side of the laminated cloth shall be olive based on Government approval unless otherwise specified in the contract or solicitation.

3.2.4 Comfort collar. The comfort collar shall be leather (see 3.2.1.2) and shall have a length equal to the circumference of the boot top, exclusive of the gusset/tongue, and an exposed width of 1.5 (±0.125) inches on exterior of boot. The collar shall be stitched leather (see 3.2.1.2) both inside and outside the boot. The interiorly exposed portion of the comfort collar shall be 2.25 (±0.125) inches.

3.2.5 Top band. The top band shall be leather (see 3.2.1.1) grain side out and shall have a length equal to the circumference of the boot and bordering the bottom edge of the comfort collar, exclusive of the gusset/tongue, and a width of 1 (± 0.125) inch. The top band shall be oriented in the middle of the comfort collar/boot upper juncture.

3.2.6 Gusset. The exposed gusset shall be leather (see 3.2.1.2) and shall extend 6.5 (± 0.125) inches from the medial to lateral side of boot upper 2 (± 0.125) inches from the top of the comfort collar. The gusset shall taper consistently through the boot upper, ending in the vamp area with a 1.5 (± 0.125) inch separation between medial and lateral sides of the boot vamp.

3.2.7 Tongue. The tongue shall be leather (see 3.2.1.1) grain side out and shall be a height of 3.625 (± 0.125) inches at the apex along the ends of the tongue and 3.125 (± 0.125) inches along the midline of the tongue. The width shall be 4 (± 0.125) inches. See Figure 2A for the appearance of boot tongue.

3.2.8 Tongue lining. The tongue lining shall be leather (see 3.2.1.2) and shall mirror the dimensions of the tongue (see 3.2.7) on the interior of boot. See Figure 2B for the appearance of boot tongue lining.

3.2.9 Plug at bottom of gusset. The plug at bottom of gusset shall be leather (see 3.2.1.1) grain side out and shall have a length of 1.25 (± 0.125) inches oriented along the center edge of the vamp/gusset juncture at the bottom of the gusset. The exposed portion of plug shall be a 0.625 (± 0.125) inch radius. See Figure 3 for the appearance of plug at bottom of gusset.

3.2.10 Inlay. The inlay shall be leather (see 3.2.1.2) and shall be a single folded piece of leather oriented in the boot upper cut out. The inlay shall secure the speed lacer between the lace lock and first eyelet. See Figure 4 for the appearance of inlay and orientation of inlay along boot upper.

3.2.11 Eyestay. The eyestay shall be leather (see 3.2.1.1) and shall house two vertically positioned eyelets. See Figures 4 and 5.

3.2.12 Leather pull tab. The boot shall contain a one-piece backstay and pull tab which shall be leather (see 3.2.1.1) grain side out, with a half-moon shape pull tab length of 0.5 (± 0.125) inches when completed.

3.2.13 Box toe. The box toe material shall be a laminate of 0.020 (± 0.002) inch virgin ionomer resin (surlyn) sandwiched between two layers of non-woven polyester saturated with polystyrene. The total thickness shall be 0.056 (± 0.005) inch. The box toes shall be skived 3/8 ($\pm 1/8$) inch wide at the breast. Testing shall be as specified in 4.4.2. A thermoplastic box toe may be used and shall conform to the performance requirements of Table III.

TABLE III. Box toe and counter thermoplastic performance requirements

Characteristics	Physical Requirements
Initial Collapsing Load ,(N)	>130

Resilience, percent (%) (min.)	25 <u>1/</u>
Characteristics	Physical Requirements
Moisture Resistance, percent (%) (min.)	80 <u>2/</u>
Area Shape Retention, percent (%) (min.)	
Initial	85
10 th collapse	60

1/ Resilience is percentage retention of initial collapsing load after ten collapses.

2/ Moisture resistance is percentage retention of initial dry collapsing load after 1 hour immersion.

3.2.14 Counter. Counters shall conform to the requirements of MIL-C-41814. The counter shall conform to fit the last used and fill the counter pocket area. The physical requirement for single-hole tear strength of MIL-C-41814 is eliminated. As an alternative, counters manufactured from leather board need not meet the chemical requirements of MIL-C-41814 but must meet the fungicide requirements of MIL-PRF-3122. An extruded thermoplastic film sandwiched between fusion bonded non-woven fabric made from a blend of synthetic fibers and impregnated with a styrene co-polymer and coated on each side with a thermoplastic adhesive may be used. A Thermoplastic counter may be used and shall conform to the performance requirements of Table III.

3.2.15 Shank. The fiberglass shank shall be bonded to the insole and shall conform to the shape of the last. The fiberglass shank (glass and resin area), when cured, shall be 5/8 (\pm 1/16) inches in width.

3.2.16 Lacing System. The lacing hardware on each boot quarter, starting at the quarter bottom, shall consist of four (4) speed lacers (see 3.2.16.2), one (1) lacing lock, one (1) speed lacer and two (2) eyelets (see 3.2.16.1). See Figure 4 for hardware configuration.

3.2.16.1 Eyelets. Eyelets shall be Trendware model #3434OEB, AA XXLG eyelet, brass material, antique brass finish or equal base on Government approval.

3.2.16.2 Speed lacers. Speed lacers shall be Trendware model #239OEB, Laceloop, steel material, antique brass finish or equal based on Government approval. The rivet shall be Trendware model # 7/4/10BrassOEB, brass material, antique brass finish or equal based on Government approval. The washer shall be Trendware model #9X4WashOEB, brass material or equal based on Government approval.

3.2.16.3 Lacing lock. Lacing locks shall be Trendware model # PG-E59OEB, zinc material, antique brass finish or equal base on Government approval. Rivet and washer shall comply with 3.2.16.2.

3.2.17 Foam.

3.2.17.1 Quarter foam. There shall be quarter foam, 1/2 (\pm 1/32) inch thick, located between the lining and upper in the back quarter area and extending into to the comfort collar

(see Figure 8). The requirements shall be as specified in Table IV, when tested in accordance with 4.4.2.

3.2.17.2 Collar and Tongue Foam. There shall be collar and tongue foam 1/4 (\pm 1/32) inch thick. The tongue foam shall be used in a single layer and shall be placed between the tongue and the tongue lining (see Figure 8). The collar foam shall become a double layer with the addition of quarter foam extending into collar area, for a total thickness of 3/4 (\pm 1/16) inches (see Figure 8). The requirements shall be as specified in Table IV, when tested in accordance with 4.4.2.

TABLE IV. Foam Requirements

Characteristics	Minimum	Maximum
Pore Size (ppi)	15	30
Density (lbs/ft ³)	2.0	2.5
Tensile (psi)	10.0	-
Elongation (%)	70	-
Tear (lbs/in)	2.0	-
IDF 25% R (15 X 15 X 4) (lbs)	65	75
Compression Set (50%) (%)	-	15

3.2.18 Laces. The olive laces shall be Hope Global item # 509.03368.03828.12306.008.700, nylon, 3.25 millimeters (mm), lace, olive, waterproofed, antiwick, fused tip, relaxed or equal based on Government approval. The length of the laces shall be a minimum of 87 inches for all boot sizes.

3.2.19 Rubber Rand. The color and texture of the face surface shall be a good match to the standard sample (see 3.1.2.3). The thickness of the rand shall be 3.5 (\pm 0.25) iron. The rubber rand shall be olive in color matching the color shade of the outsole. The rubber rand shall encircle boot and be a maximum of two (2) separate pieces. The rubber rand height shall be a minimum of 1.5 inches in the toe area, 1.75 inches in the heel area, and at no point less than 0.75 inches along the boot upper.

3.2.19.1 Rubber rand compound requirements. The requirements for the rubber rand are based on the testing performed on 0.250 or 0.070 gauge inch test slabs (in accordance with ASTM procedures) and are not actual rands. The requirements shall be as specified in Table V, when tested in accordance with 4.4.2.

TABLE V. Rubber rand compound requirements

Characteristics	Requirement
NBS abrasion (min.)	150
Hardness (shore A)	70-80A
Stitch Tear (dry), pounds (min.)	180
Stitch Tear (Fuel B) pounds (min.)	50

Die C tear strength pounds (min.)	300
Ross flex, Oil #3, percent (max.) @ 50,000 flexes	250
Volume swell, Fuel B (@ 46 hrs) percent (max.)	30
Non-marking,	Pass
Tensile pounds (min.)	2100
Elongation, percent (min.)	400

3.2.20 Thread, nylon. The thread shall be bright, high tenacity, continuous filament nylon, soft or bonded finished, 50-135 Tex and have a melting point not lower than 472°F. The color shall be tan for all thread visible when the boot is worn. The thread shall be sized to provide adequate strength for the life of the boot.

3.3 Soling System.

3.3.1 Outersole. The outersole design shall be the Vibram Bifida design or equal based on Government approval (See Figure 7). The outsole shall be a minimum of 18-iron (9.5mm) in thickness of solid rubber at each of the lugs. The outersole shall be olive in color and be a good match to the standard sample (see 3.1.2.3).

3.3.1.1 Rubber compound requirements. The requirements for the rubber outsoles are based on the testing performed on 0.250 or 0.070 gauge inch test slabs (in accordance with ASTM procedures) and are not actual soles. The requirements shall be as specified in Table VI, when tested in accordance with 4.4.2.

TABLE VI. Rubber outsole compound requirements

Characteristics	Requirement
NBS abrasion (min)	150.
Hardness (shore A)	70-80 A
Stitch Tear (dry), pounds (min.)	325
Die C tear strength, pounds (min.)	325
Non-marking	Pass
Tensile, pounds (min.)	1,500
Elongation, percent (min.)	400
Cold Flex (@ -23 degrees C), percent At 7,500 flexes (min.)	500
Transitional Hardness (2 hrs @ -23 degrees C) (max.)	change of +10 point shore hardness
Slip Index (cold/ice) (min.) Rough ice method	0.20

3.3.2 Bond Strength.

3.3.2.1 Bond strength outsole to upper. The bond strength shall not be less than 130 pounds. Testing shall be performed on the end item as specified in 4.5.4.

3.3.3 Removable cushion insert. The removable cushion insert shall be a low-density polyether polyurethane heel cup support made of a polyurethane system, medium black in color, and molded to a cloth, black in color unless either is otherwise specified in the contract or solicitation. The fabric top cover shall meet the performance requirements in 3.2.3.1.1.1. Cushioned inserts shall be mated by size to the correct size boots and shall be uniform. The total thickness of the insert shall be 0.180 (± 0.025) inch forward of the instep, and 0.250 (± 0.030) inch elsewhere. The requirements shall be as specified in Table VII when tested in accordance with 4.4.2.

TABLE VII. Removable cushion insert requirements

Characteristics	Requirements
Density, lbs/cu.ft.	16 - 19
Foam Hardness, Shore 00	50 - 65
Tensile Strength (psi) (min.)	82
Compression set	
@ 25%, percent, 77° F, (max.)	5
@ 50%, percent, 77° F, (max.)	5

3.3.4 Insole Foam. Microcellular polyurethane foam, 0.125 (± 0.01) inch thick, shall be permanently attached to the top of the insole board. The foam shall meet the requirements of Table VIII when tested in accordance with 4.4.2.

TABLE VIII. Insole foam requirements

Characteristics	Requirement
Density (lb/cu.ft.)	19 – 23
Tensile Strength (pounds per sq. inch – PSI) (min.)	60
Compression set (percent) (max.)	
At 50% compression, 23°C	5
At 50% compression, 70°C	5
Resilience/Ball Rebound (min.)	8

3.4 Design. The Army Mountain Combat Boot is designed as a hiking-style combat boot that provides durability, stability and performance that is required for extended operation in rugged mountainous terrain. The boot is waterproof, antimicrobial, has a leather upper, foam padding for increased ankle support, speed lacing system with lacing locks, stiffened insole for increased stability, padded collar and removable cushion insert for comfort, rubber rand for increased durability and a rubber outsole well suited for mountainous terrain. See Figures 2A, 2B, 3, 4, 5, 6 and 7.

3.4.1 Boot height. The height of the finished boot, measured upward on the outside from the bottom of the tread area at the breast of heel area to the top of the boot, shall be 9 (± 0.375)

inches on size 10R and shall graduate up and down between sizes and widths. Testing shall be as specified in 4.4.4.

3.4.2 Boot weight. The weight of a finished boot (size 10R) shall be less than or equal to 2.1 pounds per boot when tested as specified in 4.4.4.

3.5 Lasts. The boots shall be made on commercial last model “FMT U3813-1 Military” or equal based on Government approval. An electronic table of last dimensions as well as last bottom files for each size and 3-dimensional data file for sizes 10N (B), 10R (D), 10W (EE) and 10XW (EEEE) for the Direct Attach lasts are available from U.S. Army Natick Soldier Research Development and Engineering Center, RDNS-WPW-C, Kansas Street, Natick, MA 01760-5011. The numerical size of the boot shall correspond with the numerical size of the last used to produce the boot (i.e. a size 10R boot shall be produced on a size 10R last).

3.6 Construction.

3.6.1 Cutting uppers. The leather shall conform to the thickness specified in Table IX. Vamps shall be cut from the bend area of the side leather.

TABLE IX. Required thickness (ounces) of leather uppers

Part	Min	Max
Vamp (upper leather)	5	6
Top Band (upper leather)	2.5	3
Backstay (upper leather)	3.5	4
Eyestay (upper leather)	3	3.5
Tongue (upper leather)	3.5	4
Plug –at bottom of gusset (upper leather)	3.5	4
Gusset (gusset leather)	3	4
Comfort Collar (gusset leather)	3	4
Collar Lining (gusset leather)	3	4
Tongue Lining (gusset leather)	3	4
Inlay (gusset leather)	2.5	3

3.6.2 Skiving, splitting. Skiving of upper leather parts is permitted. Splitting of the backstay, eyestay, tongue, plug and inlay is permitted.

3.6.3 Boot finishing. No finish or top coat shall be used.

3.7 End Item Requirements.

3.7.1 Leakage. The finished boots shall show no evidence of leakage when tested as specified in 4.5.3.

3.7.2 Whole boot Moisture Vapor Transmission Rate (MVTR). The whole boot breathability shall not be less than 3.0 grams/hour. Testing shall be as specified in 4.5.1.

3.7.3 Liquid penetration resistance. The boots shall meet the Liquid Penetration Resistance Test requirements of the NFPA 1971 when tested as specified in 4.4.4.

3.7.4 Boot height. See 3.4.1 for requirement.

3.7.5 Boot weight. See 3.4.2 for requirement.

3.7.6 Bond Strength. See 3.3.2 for requirement.

3.8 Marking, permanent identification. With the exception of Product Demonstration Models (PDMs), the Contractor shall permanently mark the correct American and Mondopoint sizes and widths, the contract number (Example: 04-D-1234), and the company or brand name on the inside of the boot in the inside quarter area. The marking may be in the form of a label and shall be done in accordance with acceptable commercial practices, and it shall not reduce footwear functionality. The boot shall contain a manufacturing tracking lot number. Embossing of a company or brand name on the exterior of the boot shall not be permitted. Unit packs will include National Stock Number (NSN) and Universal Product Code (UPC) bar codes as specified in the contract. Each symbol must be Human and scanner readable.

3.8.1 Instruction tag. The instruction label/tag is to be attached to the finished boots, and the print size shall be 1/8 (\pm 1/32) inch. The instruction label/tag shall be printed using the data specified in Figure 1. Each item shall be individually bar-coded with a label/tag conforming to Type VIII, Class 17, of MIL-DTL-32075. The bar-coding element shall be a 13 digit national stock number (NSN). The bar-code type shall be a medium to high code density. It shall be located so that it is completely visible on the item when it is folded and/or packaged as specified in the contract and in a manner that causes no damage to the item. As an option, a hang tag identifying the features of the boot is permitted.

3.9 Workmanship. The finished boots shall conform to the quality of product established by this document. The occurrence of defects shall not exceed the contractor's own quality assurance standards and the quality assurance standards defined by the technical data in the bid package.

3.10 Standard sample. The standard sample for color shade and grain side appearance of the leather as well as color shade of components shall be swatches of cattlehide upper. The texture pattern for the rubber rand shall be a swatch of rubber. See 3.1.2.

4. VERIFICATION

4.1 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. First article testing/inspection (see paragraph 4.2).
- b. Conformance inspection (see paragraph 4.3).

4.2 First article inspection. First article testing/inspection when required (see 3.1) shall be examined for the defects specified in 4.4.3 and tested for the characteristics in 4.4.4.

4.3 Conformance inspection. Conformance inspection shall include the examinations of 4.4.1 and 4.4.3 and the testing in 4.4.2 and 4.4.4. Unless otherwise specified sampling for inspection shall be performed in accordance with ANSI/ASQ Z1.4 as set forth within the contract.

4.4 Inspection and component testing.

4.4.1 In-process inspection. Inspection may be made by the Government at any point or during any phase of manufacturing to determine whether the components are as specified or operations and/or assemblies are accomplished as specified. The Government reserves the right to exclude from consideration for acceptance any material or service for which in-process inspection has indicated nonconformance.

4.4.2 Component testing. The components shall be tested for the characteristics listed in Table X. The methods of testing specified where applicable shall be used. The sampling plan shall be as follows:

<u>Lot size (yards or units)</u>	<u>Sample size</u>
Under 800	2
801 – 22,000	5
22,001 and above	8

TABLE X. Component testing

Component	Characteristic	Requirement Paragraph	Test Method
All Exterior Components	Shade Evaluation	3.1.3	<u>1</u> /
Upper Leather Insole	Range of Characteristics	3.2.1.1	MIL-PRF-3122
	Thickness	3.2.2	ASTM D 1777 <u>2</u> /
	Fungal resistance	3.2.2	ASTM D 3273
	Wet Tensile	3.2.2	SATRA TM-2
	Flexing Index	3.2.2	SATRA TM-3
	Abrasion Resistance		
	Cellulose board	3.2.2	SATRA TM-14
	Non-Woven board	3.2.2	SATRA TM-31
	Transverse Tensile-Dry	3.2.2	SATRA TM-80
	Dimensional Stability	3.2.2	SATRA TM-98
	Peel Strength	3.2.2	SATRA TM-101
	Bending Modulus	3.2.2	ASTM D 747-10
Laminated Cloth	Martindale Abrasion Fabric Only, Dry	3.2.3.1.1	ASTM D 4966 <u>3</u> /
	Bursting Strength, Fabric only	3.2.3.1.1	ASTM D 3787

	Bacterial Resistance Staphylococcus Aureus Pseudomonas Aeruginosa Corynebacterium Xerosis	3.2.3.1.1 3.2.3.1.1 3.2.3.1.1	4.4.2.1 AATCC 100 & ATCC- 6538 AATCC 100 & ATCC-9027 AATCC 100 & ATCC-373
	Hydrostatic Resistance (psi) (Liner cloth) Initial At seam After synthetic perspiration After diesel fuel oil	 3.2.3.1.1 3.2.3.1.1 3.2.3.1.1 3.2.3.1.1	 ASTM D 751 <u>4/</u> ASTM D 751 <u>5/</u> ASTM D 751 <u>6/ 7/ 8/</u> ASTM D 751 <u>9/ 8/</u>
	Water Permeability/ Resistance (Liner cloth) Initial At seam After synthetic perspiration After diesel fuel oil	 3.2.3.1.1 3.2.3.1.1 3.2.3.1.1 3.2.3.1.1	 AATCC 127 <u>10/</u> AATCC 127 <u>11/ 10/</u> AATCC 127 <u>12/ 7/ 8/ 10/</u> AATCC 127 <u>13/ 8/ 10/</u>
	Abrasive Durability Back / Leather Side	3.2.3.1.1	ASTM D 3886 & AATCC 127 <u>14/ 10/</u>
	Moisture Vapor Transmission Rate (MVTR) (g/m ² /24hrs) B method BW method	3.2.3.1.1 3.2.3.1.1	ASTM E 96 <u>15/</u> ASTM E 96 <u>16/</u>
	Flex Durability Gelbo (cycles to leak) Wet (Hours to leak)	3.2.3.1.1 3.2.3.1.1	ASTM F 392 and AATCC 127 <u>17/ 10/</u> ASTM F 392 and AATCC 127 <u>18/ 10/</u>
	Toxicity	3.2.3.1.1.1.1	4.4.2.1.1
Box Toe	Initial Collapsing load (N)	3.2.13	SATRA TM-83
	Resilience(%)	3.2.13	SATRA TM-83 <u>19/</u>
	Moisture Resistance (%)	3.2.13	SATRA TM-83 <u>20/</u>
	Area Shape Retention	3.2.13	SATRA TM-83
Counter	Initial Collapsing load (N)	3.2.14	SATRA TM-83
	Resilience(%)	3.2.14	SATRA TM-83 <u>19/</u>
	Moisture Resistance (%)	3.2.14	SATRA TM-83 <u>20/</u>
	Area Shape Retention	3.2.14	SATRA TM-83
Comfort Collar		3.2.4	N/A
Top Band		3.2.5	N/A
Gusset		3.2.6	N/A
Tongue		3.2.7	N/A
Tongue Lining		3.2.8	N/A

Plug at Bottom of Gusset		3.2.9	N/A
Inlay		3.2.10	N/A
Leather Pull Tab		3.2.12	N/A
Laces		3.2.18	N/A
Eyelets		3.2.16.1	N/A
Speed Lacer		3.2.16.2	N/A
Lacing Lock		3.2.16.3	N/A
Shank		3.2.15	N/A
Foam	Pore Size	3.2.17	Visual
	Density	3.2.17	ASTM D 3574
	Tensile	3.2.17	ASTM D 3574
	Elongation	3.2.17	ASTM D 3574
	Tear	3.2.17	ASTM D 3574
	IFD 25% R	3.2.17	ASTM D 3574
	Compression Set 50%	3.2.17	ASTM D 3574
Rubber Rand	NBS abrasion (minimum)	3.2.19.1	ASTM D 1630
	Hardness (shore A)	3.2.19.1	ASTM D 2240
	Stitch Tear Dry Fuel B	3.2.19.1	ASTM D 4786 ASTM D 4786 <u>21/</u>
	Die C tear strength, pounds (minimum)	3.2.19.1	ASTM D 624
	Ross flex, Oil #3	3.2.19.1	ASTM D 1052 <u>22/</u>
	Volume swell, Fuel B (46 hrs)	3.2.19.1	ASTM D 471 <u>23/</u>
	Non-marking	3.2.19.1	SATRA TM 223
	Tensile	3.2.19.1	ASTM D 412
	Elongation	3.2.19.1	ASTM D 412
Rubber Outsole	NBS abrasion (minimum)	3.3.1.1	ASTM D 1630
	Hardness (shore A)	3.3.1.1	ASTM D 2240
	Stitch Tear Dry Fuel B	3.3.1.1	ASTM D 4786 ASTM D 4786 <u>21/</u>
	Die C tear strength, pounds (minimum)	3.3.1.1	ASTM D 624
	Ross flex, Oil #3	3.3.1.1	ASTM D 1052 <u>22/</u>
	Volume swell, Fuel B (46 hrs)	3.3.1.1	ASTM D 471 <u>23/</u>
	Non-marking	3.3.1.1	SATRA TM 223
	Tensile	3.3.1.1	ASTM D 412
	Elongation	3.3.1.1	ASTM D 412
	Cold Flex (-23 °C)		ASTM D 1052 <u>24/</u>
	Transitional Hardness, change	3.3.1.1	

	after 2 hrs at -23°C		ASTM D 2240
	Slip Index (cold/ice)	3.3.1.1	SATRA TM 144
Removable Cushion Insert	Density	3.3.3	ASTM D 3574
	Foam Hardness	3.3.3	ASTM D 2240
	Tensile strength	3.3.3	ASTM D 3574
	Compression set @ 25%, percent	3.3.3	ASTM D 3574 <u>25</u> /
	Compression set @ 50%, percent	3.3.3	ASTM D 3574 <u>25</u> /
Insole Foam	Density	3.3.4	ASTM D 3574
	Tensile strength	3.3.4	ASTM D 3574
	Compression set @ 50%, 23°C @ 50%, 70°C	3.3.4	ASTM D 3574 - D ASTM D 3574 - D
	Resilience/Ball Rebound	3.3.4	ASTM D 3574 - H

- 1/ Unless otherwise specified, the color of the components shall be Olive, matching that of the standard samples (see 3.1.2) when tested in accordance with AATCC Evaluation Procedure 9 option A with sources simulating artificial daylight D75 illuminant with a color temperature of 7500 (± 200)°K, illumination of 100 (± 20) foot candles and shall be a good match to the standard sample under incandescent lamplight at 2856 (± 200)°K as specified in Section 3.1.3 of this Purchase Description.
- 2/ A thickness gauge of the dead-weight type equipped with a dial graduated to read directly to 0.001 inches shall be used. The presser foot shall be circular, with a diameter of 1.129 (± 0.001) inches and with moving parts weighted to apply a total load of 0.60 (± 0.03) pounds per square inch (psi) to the specimen. The anvil shall be not less than 1.129 inches in diameter. The presser foot and anvil surface shall be planed to within 0.001 inches and shall be parallel to each other to within 0.001 inches.
- 3/ Martindale Tester; Pressure applied: 12 kPa; visually examine specimens after each 3200 cycles; abradata changed after each 3200 cycles. Use Option 1 for evaluation; no hole appears.
- 4/ Test five (5) samples in accordance with ASTM D 751 Procedure A1 with the face (foot side) of the liner cloth in contact with the water.
- 5/ Test five (5) samples containing sealed seams in accordance with ASTM D751 Procedure A1 with the face (foot side) of the liner cloth in contact with the water and the seam centrally located in the circular orifice.
- 6/ Test five (5) samples, eight inch by eight inch (8" x 8"), cut from the laminate material and exposed to contamination; synthetic perspiration (Footnote 7). Contaminate prior to leak testing by dispensing 2 milliliters (ml) of perspiration solution on both sides of the sample (see Footnote 8 for contamination procedure.) Determine hydrostatic resistance in accordance with ASTM D751 Procedure A1 with the face (foot side) of the liner cloth in contact with the water.
- 7/ Synthetic perspiration shall be prepared in a 500-milliliter (ml) glass beaker by combining 3.0 grams sodium chloride, 1.0 gram trypticase soy broth powder, 1.0 gram normal propyl propionate, and 0.5 grams of liquid lecithin. Add 500 milliliters (mls) of distilled water, add a magnetic stirring bar and cover beaker. Place the beaker on a combination hot plate/

- magnetic stirring apparatus. While stirring, heat the solution to 50 degrees C until all ingredients are dissolved. Then, while stirring, cool solution to 35 degrees C.
- 8/ Dispense contaminate on to the center of a glass plate (8 inches by 8 inches by 0.25 inch thick.). Sample shall be placed face down on the plate and an additional contaminate dispensed on the backside. Place a second glass plate on the sample. Next, position a 4-pound weight on the center of the second glass plate. After 16 hours, remove the sample (do not rinse) and test immediately.
 - 9/ Test five (5) samples, eight inches by eight inches (8" x 8"), cut from the laminate material and exposed to diesel fuel as follows: Contaminate prior to leak testing by dispensing 3 drops of diesel fuel onto both sides of the sample (see Footnote 8 for contamination procedure. Determine hydrostatic resistance in accordance with ASTM D751 Procedure A1 with the face (foot side) of the liner cloth in contact with the water.
 - 10/ Test five (5) samples in accordance with AATCC 127 with face/ foot side towards water. Suter test conditions shall be 0.7 psi (50 cm), for 5 minutes. Any observed water droplets in test area constitutes a failure.
 - 11/ Test five (5) samples containing sealed seams in accordance with AATCC 127 with the face (foot side) of the liner cloth in contact with the water and the seam centrally located in the circular orifice. Follow Suter test conditions and inspection as specified in Footnote 10.
 - 12/ Test five (5) samples, eight inches by eight inches (8" x 8"), cut from the laminate material and exposed to synthetic perspiration (Footnote 7.) Contaminate prior to leak testing by dispensing 2 milliliters (mls) of perspiration solution on both sides of the sample (see Footnote 8 for contamination procedure.) Determine water resistance in accordance with AATCC 127 with the face (foot side) of the liner cloth in contact with the water. Follow Suter test conditions and inspection specified in Footnote 10.
 - 13/ Oil Test five (5) samples, eight inches by eight inches (8" x 8"), cut from the laminate material and exposed to diesel fuel as follows: Contaminate prior to leak testing by dispensing 3 drops of diesel fuel onto both sides of the sample (see Footnote 8 for contamination procedure). Determine water resistance in accordance with AATCC 127 with the face (foot side) of the liner cloth in contact with the water. Follow Suter test conditions and inspection as specified in Footnote 10.
 - 14/ Test back side of five (5) laminate samples in accordance with ASTM D3886. Non-contact pin diaphragm approved for use to decrease variability. The test is to be run for the specified number of cycles prior to testing for leakage. Leakage shall be determined in accordance with AATCC 127. Follow Suter test conditions and inspection as specified in Footnote 10. Zero (0) grit emery paper or equivalent may be used as the abradant.
 - 15/ Determine MVTR in accordance with ASTM E96 method B with the back side of the test cloth facing the water. The free stream air velocity shall be 550 (\pm 50) feet per minute (fpm) as measured 2 inches above the specimen. The airflow shall be measured at least 2 inches from any other surface. The test shall be run for 24 hours and weight measurements shall be taken at only the start and completion of the test. At the start of the 24-hour test period, the air gap between the water surface and the specimen shall be 0.75 (\pm 0.06) inches.
 - 16/ Determine MVTR in accordance with ASTM E96 method BW with the back side of the test cloth facing the water. The free stream air velocity shall be 550 (\pm 50) feet per minute (fpm) as measured 2 inches above the specimen. The airflow shall be measured at least 2 inches from any other surface. The specimen shall be sealed to the cup in any manner that prevents

wicking or leaking of water out of the cup. The test shall be run for 2 hours and weight measurements shall be taken at only, the start and completion of the test.

- 17/ Test one (1) sample, 8 inch by 12 inch, shall be conditioned and flexed in accordance with ASTM F392 except specimen shall not be aged, the short edges shall not be heat sealed or otherwise joined and the specimen shall be flexed for the specified number of cycles. Two (2) 6 inch by 8 inch specimens, shall be cut from the flexed sample and tested for leakage in accordance with AATCC 127. Follow Suter test conditions and inspection as specified in Footnote 10.
- 18/ One (1) sample, 14 inches by full width, shall be selected from a sample unit and tested for leakage after the required number of hours of continuous agitation. The specimen shall be agitated using the “normal,” cycle in an automatic home laundering machine except that the washing machine shall be capable of continuous agitation. The water level shall be maintained at 16 (\pm 0.5) gallons, and the water temperature shall be 32 (\pm 9 degrees C). Additional fabric shall be added to the specimen to create a load weight of 2 (\pm 0.2) pounds. Upon completion of the continuous agitation the specimen is to be air dried and then tested for leakage in accordance with AATCC 127. Follow Suter test conditions and inspection as specified in Footnote 10.
- 19/ Resilience is percentage retention of initial collapsing load after ten collapses.
- 20/ Moisture resistance is percentage retention of initial dry collapsing load after 1 hour immersion.
- 21/ Test conducted after 46 hours in Fuel B at Room Temperature
- 22/ One drop of oil per 6,000 flexes.
- 23/ Test conducted after 46 hours at Room Temperature with ASTM test slabs
- 24/ Test conducted after 2 hours conditioning.
- 25/ Parts measured at 77 degrees F.

4.4.2.1 Bacterial resistance (lining fabric). Testing shall be conducted on a single ply of fabric. The following specificity will be followed within the AATCC 100 test method for interlaboratory correlation. An untreated control fabric will be run for each determination that closely approximates the characteristics of the treated fabric without anti-microbial technology.

- a. Grow test organisms in 1x nutrient broth (NB) overnight.
- b. Determine Optical Density at 600 nanometers (OD600). Dilute with 1x NB to OD600 = 1, yielding a cell concentration of approximately 108 CFU/ml.
- c. Wash 1 milliliter (ml) cells twice with 1milliliter (ml) 0.125x (diluted 1:8) NB medium with 0.15 % (w/v) Triton X-100. Recheck OD600.
- d. Dilute cells 1:10 with 0.125x NB/ 0.15 % (w/v) Triton X-100 to target concentration of 1-2x10⁷ CFU/ml. Serially dilute inoculum 10-fold for plating to determine concentration.
- e. For a single determination for each organism, two incubation times, 0, and 24 hr, shall be examined. Cut each specimen into 48 millimeter (mm) circles in triplicate for each time point. Do not sterilize; plating will be done on medium selective for the test organisms (see step k).
- f. Inoculate each single swatch specimen in a petri dish with 0.2 milliliter (ml) (or the amount that a single swatch specimen can absorb within 10 - 20 minutes) to avoid puddling of inoculum not in contact with the sample.

- g. Place the rolled swatch into a sterile 100 Milliliter (ml) bottle and cap. Swatch rolled with tweezers when inserting into the bottle will minimize contaminating the neck with the organisms on the swatch (purpose is to reduce or prevent inoculum not in contact with the swatch).
- h. Process 0 hour contact time immediately. Incubate 24 hour inoculated swatch at 37 (+2)°C.
- i. For swatch inoculation volume of 0.2 milliliter (ml), neutralize with 20 milliliter (ml) Dey-Engley (D-E) broth (dilution is 10-2). Shake 1 minute. Add D-E to each of the replicate before doing 10-fold dilutions. For other inoculation volumes, adjust D-E volume appropriately for a 10-2 dilution. Shake bottles 1 minute.
- j. Dilute D-E solution 10-fold in PBS buffer (final dilutions 10-3, 10-4, 10-5).
- k. Spread plate 0.1 milliliter (ml) 10-3, 10-4, 10-5 dilutions in duplicate on selective media. These dilutions are usually suitable to obtain valid counts.
- i. *S. aureus* – BBL Mannitol salts agar (cat # 211407, BDL Diagnostic Systems)
- ii. *P. aeruginosa* – Centrimide agar (cat # 7222, Neogen Corp)
- l. Incubate plates overnight at 37 (+2)°C.
- m. Report the microbial concentrations (CFU/ml) for each swatch at both contact times. Use average triplicate concentration for 0 and 24 hour contact times to calculate percent reduction for the treated swatches and untreated control. Also report starting inoculum concentration; minimum valid concentration is 5x10⁶ CFU/ml. If the treated swatches show 90% reduction, the test should be rerun to verify. Untreated control would not be expected to exhibit reduction.

4.4.2.1.1 Toxicity test. When required (see 6.2, section d), an acute dermal irritation study and a skin sensitization study shall be conducted on laboratory animals. When the results of these studies indicate the finished lining fabric is not a sensitizer or irritant, a Repeat Insult Patch Test shall be performed in accordance with the Modified Draize Procedure. (See 2.3). If the toxicity requirement (see 3.2.3.1.1.1.1) can be demonstrated with historical use data, toxicity testing may not be required (see 6.2).

4.4.2.1.2 Toxicity documents. All antimicrobial treatments used to process the lining fabric shall be identified and accompanied by the appropriate Material Safety Data Sheet (MSDS) information. The use of chemicals recognized by the Environmental Protection Agency (EPA) as known human carcinogens is prohibited.

4.4.3 End item visual examination. The end item shall be examined for the defects listed in Table XI. The lot size shall be expressed in units of pairs of boots. The boots shall be examined with cushion insert inserted. For the pairing examination, and when determining possible differences in outsole thickness, the pair shall be examined together. During the inspection for the defects listed in Table XI, the departures from specification requirements listed in the table shall be observed and recorded. Presence of these departures shall not result in the rejection of the lot if items pass the established AQLs in the contract; however, the plant quality assurance and Government personnel reserve the right to establish and impose lot rejection criteria when either the severity or the presence of these departures warrants such a measure. These additional rejection criteria may be invoked at any time during the life of the contract when the Government judges this action to be in its best interest. Defects of pairing shall be classified as a single defect. Sampling for end item inspection shall be in accordance with American National

Standard ANSI/ASQ Z1.4. Defects in Table XI denoted by an asterisk (“*”) shall be deemed either Major or Minor by the Government depending on the respective defect’s affect on the form, fit and function of the item.

NOTE: Appearance defects shall be scored only when the condition is plainly visible at a distance of 3 feet or more and it appreciably affects item appearance.

TABLE XI. End item visual defects.

Examine	Defect	Classification	
		Major	Minor
Pairing	Not properly mated; i.e., not right and left of same size	101	
	Variation in color, luster, or appearance	*	*
	Variation of more than 1/4 inch in height of pair	102	
	Box toe malformed	*	*
	Difference in outersole thickness between left and right boots: -more than 3/32 inch	103	
	- more than 1/16 inch but not more than 3/32 inch		201
Cleanliness	Any non-removable spot, stain, or foreign matter affecting appearance		202
Color and finish	Color not as specified	*	*
Leather	Finish streaky, chipped, flaky or shaggy/nappy on upper		203
	Any raw edges not stained to match upper/gusset leather		204
Design	Not as specified	104	
Construction & Workmanship (general)	Any cut, tear, hole, repair or damage		*
	Any component or assembly omitted or misplaced, operation omitted, not properly performed	*	*
	Any component, assembly or design present creating “hot spots”	105	

Examine	Defect	Classification	
		Major	Minor
Seams & Stitching(upper)	Open seam not repaired Repair of open seam not as specified NOTE: A seam shall be classified as open when one or more stitches joining a seam are broken, or when two or more consecutive skipped or runoff stitches occur. On multiple stitched seams, a seam is considered open when one or both sides of the seam are open. When the above conditions occur on the inside of the boot, it shall be scored as a * defect.	106	205
Seams & Stitching(upper) Continued	Tight tension resulting in puckering or cutting of the leather Loose tension resulting in a loosely secured seam Stitching omitted where required Gage of stitching irregular Thread ends not trimmed throughout the boot Needle holes or needle chew Back seam malformed	* * * * * *	* * * * 206 * 207
Vamp stitching at outersole junction	One or more rows of defective stitching not repaired Stitching repaired, but first stitch more than 1/4 inch from outersole junction Repaired with one stitch in lieu of two or more stitches	107 108	208
Outersole	Thickness not as specified Edge is irregular, affecting appearance Any malformation	109 *	209 *
Eyelets/ speed lacer / lace locks	Number of eyelets/speed lacer/lace locks not as specified Not the same number of eyelets/speed laces in each row Eyelets/speed lacers/lace locks not properly spaced within the row or misalignment between the rows to an extent interfering with proper lacing Any eyelet/speed lacer/ lace lock not securely clinched Any eyelet/speed lace malformed or damaged	110 111 *	* 210 211 212
Marking & instruction tag	Missing, incomplete, incorrect, not applied in the specified manner, misplaced, illegible, or not of specified size		213
Lining	Torn, loose or wrinkled Not properly mated with upper	*	* 214
Bar code label/tag	Bar-code omitted or not readable by scanner; human-readable interpretation (HRI) omitted or illegible;		

	bar-code type not as specified or code density not as specified		215
Removable Cushion Insert	Missing, wrong size, or wrong side up	112	
Examine	Defect	Classification	
		Major	Minor
Upper leather	Not grain side out	113	
	Leather deeply scuffed; i.e., fiber structure damaged	*	*
	Grub or tick damage, scratches, brands, or bony leather	*	*
	Fat wrinkles or veins	114	
	Stretchy vamp	*	*
	Thickness exceeds the maximum or less than the minimum specified	115	
	Rough fiber on flesh side	*	*
	Off-stretch cut or Slaughter cut	*	*
	Excessive roughing or scouring	*	*
	Leather embossed	116	
Gusset leather	Flanky	*	*
	Loose flesh, boney, or boardy	*	*

4.4.4 End item testing. The finished boot shall be tested for the characteristics listed in Table XII. The sample size shall be three (3) boots. The first two lots shall be tested for height, weight and liquid penetration resistance and if passing test results are attained, a certificate of compliance will be submitted and considered acceptable for these characteristics. The lot size shall be no less than 800 pair. The Government reserves the right to draw samples from any production lot and perform any tests deemed necessary at any time during the term of the contract for verification of the contractor's certificate of compliance.

TABLE XII. End item tests

Characteristic	Requirement Paragraph	Test Method
Height	3.4.1	-
Weight	3.4.2	-
Boot Leakage	3.7.1	4.5.3
Whole Boot MVTR	3.7.2	4.5.1
Bond Strength	3.3.2	-
Upper from Outsole	3.3.2.1	4.5.4
Liquid penetration resistance	3.7.3	4.5.2

4.5 Methods of inspection.

4.5.1 Whole boot breathability. The boot breathability test shall be designed to indicate the Moisture Vapor Transmission Rate (MVTR) through the boot by means of a difference in temperature and concentration of moisture vapor between the interior and the exterior environment.

4.5.1.1 Apparatus.

- a. The external test environment control system shall be capable of maintaining 23 (± 1)°C and 50 (± 2) percent relative humidity throughout the test duration.
- b. The weight scale shall be capable of determining weight of boots filled with water to an accuracy of (± 0.01) gram.
- c. The water holding bootie insert (WHBI) shall be flexible so that it can be inserted into the boot and conform to the interior contours; it must be thin enough so that folds do not create air gaps; it must have a MVTR value ranging between 920-990 grams/meter²/24 hour. ASTM E 96 B - Standard Test Methods for Water Vapor Transmission of Materials shall be used to determine acceptability (1); and it must be waterproof so that only moisture vapor contacts the interior of the footwear product rather than liquid water. After every five (5) uses of the WHBI it will be disposed of and replaced.
- d. The water circulating bath system for the boot shall be capable of controlling the temperature of the water uniformly in the boot to 35 (± 1)°C as measured in the toe area of the boot.
- e. The footform assembly used with the water circulating bath system shall have a boot plug oriented 12.5 centimeters (5 - inches) as measured from the bottom of the plug surface to the inside sole in the heel area.
- f. The boot plug shall be oval shaped measuring 3.5 - inches by 2.5 - inches.
- g. The top of the boot shall be sealed to create an impervious barrier to both liquid water and water vapor.
- h. Boots should be laced to the top of the lacing system. Allow for 1 (± 0.5) inch separation between lateral and medial eyelet stays, with possible exception of the eyelets at the top of boot and boot plug area. Maximize seal security at top of boot.
- i. A stationary 6 - inch diameter fan shall be used to create the air current past the boot.
- j. The stationary fan shall be positioned perpendicular to the test surface and raised so the center of the fan is 5 - inches from the test surface.
- k. The air current origin shall be 15.5 - inches from the back heel edge of the boot (D). Refer to Diagram 1.
- l. The air current shall be 250 (± 30) feet/minute at the heel edge of the boot (S). Measurement shall be taken without the boot assembly in place 2 - inches up from the test surface at the fan center.

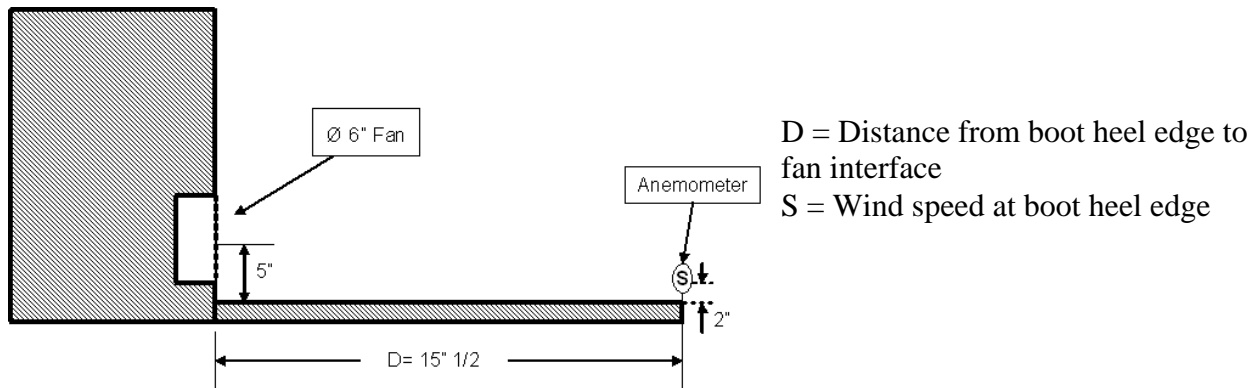


DIAGRAM 1. Whole Boot Breathability Bench-top Set-Up

1/ Determine MVTR in accordance with ASTM E96 method B with the knit side of the membrane facing the water. The free stream air velocity shall be $550 (\pm 50)$ feet per minute (fpm) as measured 2 inches above the specimen. The airflow shall be measured at least 2 inches from any other surface. The test shall be run for 24 hours and weight measurements shall be taken at only the start and completion of the test. At the start of the 24-hour test period, the air gap between the water surface and the specimen shall be $0.75 (\pm 0.06)$ inches.

4.5.1.2 Procedure.

- a. Remove the removable cushion insert from the boot sample.
- b. Weigh boot sample and record (this will be the unconditioned weight).
- c. The boot shall be conditioned in the test environment for a minimum of 12 hours before testing.
- d. Insert WHBI and footform assembly into boot opening and fill with water preheated to $35 (\pm 1)^{\circ}\text{C}$ to a height of 12.5 centimeters (5 - inches) as measured from the inside sole in the heel area and seal opening with boot plug. The water should be in contact with the bottom of the boot plug.
- e. Regulate water temperature in boot at $35 (\pm 1)^{\circ}\text{C}$.
- f. Disconnect water circulating system and weigh boot assembly and record as W_i . The water volume in system shall be noted at the time of weighing.
- g. After weighing reconnect water circulating system and maintain the temperature in boot at $35 (\pm 1)^{\circ}\text{C}$ for 6 hours (± 5 minutes).
- h. The boot assembly shall be oriented such that the boot sole lies flat on the testing surface with the heel furthest from the fan interface and in line with the center of the stationary fan (See Diagram 2).

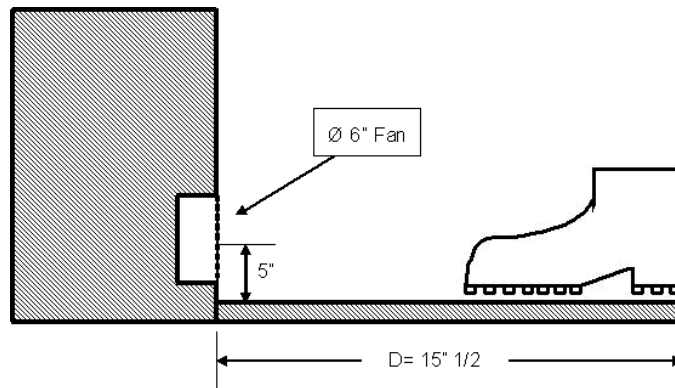


DIAGRAM 2. Whole Boot Breathability Bench-top Set-Up with Boot

- i. After 6 hours (± 5 minutes), reweigh boot assembly. The water volume in system shall match the noted W_i volume. Record weight as W_f and test duration as 6 hours.
- j. Compute whole boot MVTR in grams/hour from the equation below:

$$MVTR = \frac{W_i - W_f}{6}$$

- k. If test is aborted for any reason, thoroughly dry boot to within 5 grams of original boot weight (Step b). Recondition boot sample in test environment for the required length as outlined, and begin test procedure again.

4.5.1.3 Method of inspection. Each boot shall be tested in accordance with the method described in paragraph 4.5.1. The average whole boot MVTR from the three (3) boots tested shall be greater than 3.0 grams/hour to satisfy the breathability standard.

4.5.2 Liquid penetration resistance. The boots shall meet the Liquid Penetration Resistance Test requirements of the NFPA 1971, Standard on Protective Ensemble for Structural Firefighting, 2007 Edition. (NFPA 1971, section 6-28, specific testing to #4, surrogate gasoline fuel C, as defined in ASTM D 471, standard test method for rubber properties, effect of liquids, using a 50 percent by volume of the toluene and iso-octane.).

4.5.3 Boot leakage test. The boot leakage test shall be designed to indicate leakage by using water as a liquid medium through the boot by means of a whole shoe flex test in accordance with SATRA TM 77, modified as indicated below) while the boot is submerged. The minimum standard for passing this test is 100,000 flexes. Each boot shall be preconditioned by flexing in accordance with SATRA TM 77, DRY with a foot form of steel shot for 100,000 flexes.

4.5.3.1 Apparatus. SATRA STD 184 whole shoe flexing apparatus or equal shall be modified to allow the end item to be submerged to a depth of the mid-point between the third and fourth eyelet. The mechanism for flexing on any other apparatus shall be exactly the same as the SATRA STD 184. The sides of the apparatus shall be raised to alleviate splashing on the mechanism for flexing.

4.5.3.2 Procedure. Testing shall be in accordance with SATRA TM-77 at 140 (± 10) flexes/minute and 35 degrees for each flex cycle. A modified SATRA STD 184 whole boot flex apparatus or equal shall be used so that the water depth required can be achieved. The top of each item shall be sealed appropriately so that the water splashing from the test does not enter through the top of the boot. Absorbent blotting paper will be “balled up” and placed within the boot upper so that any water ingress through the top or upper can be determined. A change in the color between the top and the bottom sections of the absorbent blotting paper will indicate water ingress. The steel shot foot-form shall be removed for testing in water. The end item shall be checked at 100,000 cycles for leakage, as indicated by a color change in the absorbent blotting paper within the boot.

4.5.3.3 Method of inspection. End items shall be evaluated in accordance with SATRA TM 77, by checking for a change in color of the absorbent blotting paper that is “balled up” and placed within the boot upper. If water enters the top of the boot during the test, new absorbent blotting paper shall be inserted for the remainder of the test, unless the water has leaked to below the fourth eyelet. If water has definitely leaked through the top of the boot by splashing and reached to below the fourth eyelet, then the whole boot must be dried and the absorbent blotting paper replaced before the test is resumed. Water ingress into the boot by way of wicking up the boot upper (outside) and down into the boot lining (inside) shall not be considered an item failure. If it cannot be determined if the water has entered through the top or upper of the boot, a new boot shall be requested and subjected to the test.

4.5.4 Bond strength test of outsole to boot upper.

4.5.4.1 Specimen. The test specimen shall be legibly marked on each side at two points (2 inches and 4 inches from the tip of the toe). The outsole shall then be separated from the upper to the 2 inch mark. The separation may be aided by any suitable device or machine capable of withstanding the amount of force necessary to accomplish separation. After separation to the 2-inch mark is achieved, the toe cap of the boot shall be crushed to facilitate mounting of the specimen in the tester. In event that the point of separation at the 2 inch mark is not between the upper and the outsole, that portion of the soling system remaining adhered to the upper shall be separated manually (with the aid of a knife or other instrument), so as to show separation between upper and outsole. Care should be taken in order to be sure that the upper is not cut.

4.5.2.2 Apparatus and procedure. The apparatus for measuring outsole/upper separation shall be as described in test method ASTM D-2208. The separated and crushed toe portion of the boot shall be gripped by one clamp in a manner such that the minimum effective jaw surface area applied shall be 1 inch by 1 inch. The jaw surface shall be centered approximately 1/2 inch to 1 inch from the tip of the toe. The other jaw surface shall hold the overlay portion of the separated upper, and it shall not be less than 1 inch by 2 inches, with the long dimensions perpendicular to the pull of the machine. The machine shall be set in operation and the separation continued at a speed of 10 inches per minute until the outsole is separated from the upper to a point past the mark 4 inches from the tip. The maximum value attained during separation shall be taken as the bond strength.

5. PACKAGING.

5.1 Packaging. For acquisition purposes, the packaging requirements shall be as specified in the contract or order (see 6.2). When actual packaging of material is to be performed by DoD or in-house contractor personnel, these personnel need to contact the responsible packaging activity to ascertain requisite packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activities within the Military Department or Defense Agency, or within the military service's system commands. Packaging data retrieval is available from the managing Military Department's or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

6. NOTES

6.1 Intended use. The boots are intended for wear by military personnel of the Department of Defense.

6.2 Acquisition requirements. Acquisition documents must specify the following:

- a. Title, number and date of this Purchase Description.
- b. Sizes and widths required (see 1.2).
- c. When first article is required, (see 3.1 and 4.2).
- d. Toxicity requirements (see 3.2.3.1.1.1.1)
- e. Packaging requirements (see 5.1)
- f. Inclusion of specific instructions regarding arrangement for examinations, quantity, testing and approval.

6.3 First article. When a first article is required, it shall be inspected and approved under the appropriate provisions of Federal Acquisition Regulation (FAR) 52.209-4 and the requirements listed within the contract. The first article should be a full rate production sample. The contracting officer should specify the appropriate type of first article and the number of units to be furnished. The contracting officer should also include specific instructions in acquisition documents regarding arrangements for selection, inspection, and approval of the first article (see 3.1 and 4.2).

6.4 Subject term (key word) listing.

Footwear
Leather
Liner
Waterproof

6.5 International standardization agreements. Certain provisions of this document are the subject of international standardization agreement as cited in NATO STANAG 2333. When an amendment, revision, or cancellation of this document is proposed that will affect or violate the international agreement concerned, the preparing activity will take appropriate reconciliatory

action through international standardization channels, including departmental standardization office, if required.

6.6 Equal item. Prior to use of an "or equal" item, the contractor shall submit the item with supporting data to the contracting officer for subsequent approval or disapproval by the responsible military agency. If deemed necessary, the government reserves the right to test the mountain combat boot in the field with the "or equal" component or end item at the contractor's expense prior to approval.

6.7 Changes from previous issue. Marginal notations are not used in this revision to identify changes with respect to previous issues, due to extensiveness of changes.

Use and Care Instructions
Army Mountain Combat Boot

1. Wear with: 1 pair of cushioned sole socks depending on safety/uniform requirements; 1 pair of insole inserts if desired.
2. Sizes. These boots are supplied in whole and half sizes 2 through 16 and widths N (B), R (D), W (EE), and XW (EEEE). In some instances, it may be necessary to select a slightly larger size than normally worn in order to allow for normal swelling of the feet and the use of insole inserts or cushioned socks.
3. Pull on boot, seating heel firmly into place, then lace. Boots should fit snugly but not tightly. There should be at least a 3/4-inch minimum additional length at toe.
4. The Mountain Combat Boot has lacing system which includes a lace lock. This system allows the wearer to have two different lace tensions above and below the lock.
5. Trousers should be bloused over the outside and below the comfort collar of the Mountain Combat Boot.
6. Break-in: DO NOT soak boots in water or bake in an oven to break-in. Mountain Combat Boots should be worn-in gradually at first with ever-increasing walking or marching distances while remaining comfortable. If blistering occurs, check to make sure that boots are fitted properly and that you are wearing recommended socks
7. Your Mountain Combat Boots are waterproof. However boots may become damp or wet due to excessive perspiration or water coming over the top of the Mountain Combat Boot. If Mountain Combat Boots become wet, empty excess water, change socks, and continue to wear while changing socks regularly. Mountain Combat Boots will dry much faster when worn than if left to stand and dry. DO NOT expose Mountain Combat Boots to excessive heat to dry, including hair dryers, heating vents, stoves etc.
8. Your Mountain Combat Boots are designed for maximum performance in a field environment. Do not apply polish to your Mountain Combat Boots.
9. Your Mountain Combat Boots are designed to be easy to care for. To clean your Mountain Combat Boots, brush with stiff nylon bristle brush to clean and then use warm water. Do not use soap to clean your Mountain Combat Boots. If additional, more stringent cleaning is necessary, only water-soluble cleaning products should be used as oil- or alcohol-based cleaning products may damage your Mountain Combat Boots.

FIGURE 1. Care and Use Instructions



FIGURE 2A. Army Mountain Combat Boot - Tongue



FIGURE 2B. Army Mountain Combat Boot - Tongue Lining



FIGURE 3. Army Mountain Combat Boot - Plug at Bottom of Gusset



FIGURE 4. Army Mountain Combat Boot (lateral view)



FIGURE 5. Army Mountain Combat Boot (medial view)



FIGURE 6. Army Mountain Combat Boot (back and front view)



FIGURE 7. Army Mountain Combat Boot (tread view)



FIGURE 8. Army Mountain Combat Boot – (foam configuration)

Custodians:
Army – GL

Preparing Activity
DLA – CT

Attachment 0002		
Sizing Tariff	24-Oct-11	
<u>MCN</u>	<u>SIZE</u>	<u>TARIFF</u>
TBD	2 N	0.00002
TBD	2 R	0.00061
TBD	2 W	0.00127
TBD	2 XW	0.00073
TBD	2.5 N	0.00027
TBD	2.5 R	0.00066
TBD	2.5W	0.00134
TBD	2.5 XW	0.00085
TBD	3 N	0.00006
843001F007648	3 R	0.00116
843001F007649	3 W	0.00198
843001F007650	3XW	0.00247
TBD	3.5 N	0.00005
843001F007652	3.5 R	0.00086
843001F007653	3.5 W	0.0016
843001F007654	3.5 XW	0.00092
TBD	4 N	0.00068
843001F007656	4 R	0.00342
843001F007657	4 W	0.00463
843001F007658	4 XW	0.0026
TBD	4.5 N	0.00061
843001F007660	4.5 R	0.00411
843001F007661	4.5 W	0.00684
843001F007662	4.5 XW	0.00251
TBD	5 N	0.0005
843001F007664	5 R	0.00483
843001F007665	5 W	0.00603
843001F007666	5 XW	0.0024
TBD	5.5 N	0.00128
843001F007668	5.5 R	0.00573
843001F007669	5.5 W	0.00818
843001F007670	5.5 XW	0.00442
TBD	6 N	0.00125
843001F007672	6 R	0.00668
843001F007673	6 W	0.00997
843001F007674	6 XW	0.00357
TBD	6.5 N	0.00017
843001F007739	6.5 R	0.00817
843001F007740	6.5 W	0.01252
843001F007741	6.5 XW	0.00458
TBD	7 N	0.0013
843001F007743	7 R	0.00996
843001F007744	7 W	0.01459
843001F007745	7 XW	0.00575
TBD	7.5 N	0.00139
843001F007747	7.5 R	0.0156
843001F007748	7.5 W	0.02068

843001F007749	7.5 XW	0.00652
TBD	8 N	0.00031
843001F007751	8 R	0.02239
843001F007752	8 W	0.02881
843001F007753	8 XW	0.00711
TBD	8.5 N	0.00215
843001F007755	8.5 R	0.03086
843001F007756	8.5 W	0.03826
843001F007757	8.5 XW	0.00711
TBD	9 N	0.00019
843001F007759	9 R	0.04201
843001F007760	9 W	0.0479
843001F007761	9 XW	0.00666
TBD	9.5 N	0.00176
843001F007763	9.5 R	0.05522
843001F007764	9.5 W	0.04989
843001F007765	9.5 XW	0.00691
TBD	10 N	0.00141
843001F007767	10 R	0.05737
843001F007768	10 W	0.0469
843001F007769	10 XW	0.00677
TBD	10.5 N	0.00195
843001F007771	10.5 R	0.04989
843001F007772	10.5 W	0.04126
843001F007773	10.5 XW	0.00511
TBD	11 N	0.0022
843001F007775	11 R	0.03939
843001F007776	11 W	0.02859
843001F007777	11 XW	0.00497
TBD	11.5 N	0.00083
843001F007779	11.5 R	0.03237
843001F007780	11.5 W	0.02281
843001F007781	11.5 XW	0.00314
TBD	12 N	0.00085
843001F007783	12 R	0.02411
843001F007784	12 W	0.01491
843001F007785	12 XW	0.00214
TBD	12.5 N	0.00052
843001F007789	12.5 R	0.02087
843001F007790	12.5 W	0.00716
843001F007791	12.5 XW	0.00183
TBD	13 N	0.00059
843001F007793	13 R	0.00455
843001F007794	13 W	0.00344
843001F007795	13 XW	0.00139
TBD	13.5 N	0.00009
843001F007797	13.5 R	0.00549
843001F007798	13.5 W	0.00205
843001F007799	13.5 XW	0.00116
TBD	14 N	0.0001
843001F007801	14 R	0.0027
843001F007802	14 W	0.00183

843001F007803	14 XW	0.00087
TBD	14.5 N	0.00009
843001F007805	14.5 R	0.00228
843001F007806	14.5 W	0.00154
843001F007807	14.5 XW	0.00077
TBD	15 N	0.00011
843001F007809	15 R	0.00204
843001F007810	15 W	0.00141
843001F007811	15 XW	0.00066
TBD	15.5 N	0.00011
843001F007813	15.5 R	0.00147
843001F007814	15.5 W	0.00103
843001F007815	15.5 XW	0.00053
TBD	16 N	0.00003
843001F007817	16 R	0.0014
843001F007818	16 W	0.00061
843001F007819	16 XW	0.00045
		1

Performance Risk Assessment Questionnaire

Please provide your candid responses. **The information that you provide will be used in the awarding of federal contracts. Therefore, it is important that your information be as factual, accurate and complete as possible to preclude the need for follow-up by the evaluators.** If you do not have knowledge of or experience with the company in question, please forward this Questionnaire to the person who does. **Please return the completed Questionnaire within 3 days.** Thank you.

PART I. (To be completed by the Offeror)

A. CONTRACT IDENTIFICATION

Contractor/Company Name/Division:

Address:

Program Identification/Title:

Contract Number:

Contract Type:

Prime Contractor Name (if different from the contractor name cited above):

Contract Award Date:

Forecasted or Actual Contract Completion Date:

Nature of the Contractual Effort or Items Purchased:

B. IDENTIFICATION OF OFFEROR'S REPRESENTATIVE
--

Name:

Title:

Date:

Telephone Number:

FAX Number:

Address:

E-mail Address:

PART II. EVALUATION (To be completed by Point of Contact – Respondent)

A. Compliance of Products, Services, Documents, and Related Deliverables to Specification Requirements and Standards of Good Workmanship.
--

- ☐ Exceeds Contractual Requirements **(Explanation must be provided in Comments field below)**
- ☐ Meets Contractual Requirements
- ☐ Failed to Meet Contractual Requirements **(Explanation must be provided in Comments field below)**

Comments:

B. Effectiveness of Project Management (to include use and control of subcontractors).

- ☐ Exceptional (**Explanation must be provided in Comments field below**)
- ☐ Satisfactory
- ☐ Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

C. Timeliness of Performance for Services and Product Deliverables, including the Administrative Aspects of Performance.

- ☐ Exceeds Contractual Requirements (**Explanation must be provided in Comments field below**)
- ☐ Meets Contractual Requirements
- ☐ Failed to Meet Contractual Requirements (**Explanation must be provided in Comments field below**)

Comments:

D. Effectiveness in Forecasting and Controlling Project Cost.

- ☐ Exceptional (**Explanation must be provided in Comments field below**)
- ☐ Satisfactory
- ☐ Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

E. Commitment to Customer Satisfaction and Business-like Concern for its Customers' Interest.

- ☐ Exceptional (**Explanation must be provided in Comments field below**)
- ☐ Satisfactory
- ☐ Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

F. Overall Satisfaction.

- ☐ Extremely Satisfactory (**Explanation must be provided in Comments field below**)
- ☐ Satisfactory
- ☐ Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

G. General Comments. Provide any other relevant performance information.

H. Other Information Sources. Please provide the following information:

Are you aware of other relevant past efforts by this company?

If yes, please provide the name and telephone number of a point of contact:

I. Respondent Identification. Please provide the following information:

Organization:

Name:

Title:

Date:

Telephone Number

Address:

Fax Number:

E-mail Address:

PART III. RETURN INFORMATION

Please return this completed Questionnaire via e-mail to the Contracting Officer identified in the cover letter.

Thank you for your assistance.