

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 80		
2. CONTRACT NO.			3. SOLICITATION NO. W91CRB-13-R-0027		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 18 Mar 2013		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY ACC - APG - W91CRB 4401 BOOTHBY HILL ROAD ABERDEEN PROVING GROUND MD 21005-3013			CODE W91CRB		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE	
TEL: FAX:									TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>10:00 AM</u> local time <u>18 Apr 2013</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME LISA J. YAMAKAWA			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-278-6129			C. E-MAIL ADDRESS lisa.j.yamakawa.civ@mail.mil		
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 2	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			3 - 15	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			16 - 21	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			22 - 28	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			29 - 35	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			36					
X	G	CONTRACT ADMINISTRATION DATA			37 - 38	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			39	X	M	EVALUATION FACTORS FOR AWARD		
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.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE	
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

CONTRACT TYPE

- a. The basic contract is a Requirements-type contract with an ordering period of three (3) years or thirty-six (36) months, in accordance with FAR 16.503.
- b. Individual delivery orders issued under the basic contract shall be on a fixed price basis.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SPCS PVT Test Article (ESAPI) FFP The contractor shall deliver SPCS Product Verification Testing (PVT) Test Articles (ESAPI) in accordance with Purchase Description (PD) AR/PD 10-04 Rev. E. and the Statement of Work (SOW). FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	EXTRA SMALL (XS) FFP FOB: Destination	4	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	SMALL (S) FFP FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	MEDIUM (M) FFP FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	LARGE (L) FFP FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	EXTRA LARGE (XL) FFP FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	EXTRA EXTRA LARGE (XXL) FFP FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SPCS PVT Test Article (ESBI) FFP The contractor shall deliver SPCS PVT Test Article (ESBI) in accordance with Purchase Description (PD) AR/PD 10-04 Rev. E. and the Statement of Work (SOW). FOB: Destination	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SPCS FAT Test Article FFP The contractor shall deliver Soldier Plate Carrier System (SPCS) First Article Test (FAT) Articles in accordance with Purchase Description (PD) AR/PD 10-04 Rev. E. and the Statement of Work (SOW). FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	EXTRA SMALL (XS) FFP FOB: Destination	9	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	SMALL (S) FFP FOB: Destination	11	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	MEDIUM (M) FFP FOB: Destination	14	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	LARGE (L) FFP FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	EXTRA LARGE (XL) FFP FOB: Destination	13	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	EXTRA EXTRA LARGE (XXL)	9	Each		
	FFP				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Soldier Plate Carrier Systems (SPCS)				
	FFP				
	The contractor shall deliver complete SPCS in accordance with Purchase Description (PD) AR/PD 10-04 Rev. E. and the Statement of Work (SOW).				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	EXTRA SMALL (XS)	4,323	Each		
	FFP				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	SMALL (S) FFP FOB: Destination	13,293	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	MEDIUM (M) FFP FOB: Destination	28,715	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	LARGE (L) FFP FOB: Destination	14,437	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	EXTRA LARGE (XL) FFP FOB: Destination	3,855	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	EXTRA EXTRA LARGE (XXL) FFP FOB: Destination	377	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SPCS Conversion Kits FFP The contractor shall deliver SPCS Conversion Kits in accordance with Purchase Description (PD) AR/PD 10-04 Rev. E. and the Statement of Work (SOW). FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	EXTRA SMALL (XS) FFP FOB: Destination	3,990	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	SMALL (S) FFP FOB: Destination	12,270	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	MEDIUM (M) FFP FOB: Destination	26,508	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	LARGE (L) FFP FOB: Destination	13,326	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	EXTRA LARGE (XL) FFP FOB: Destination	3,558	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	EXTRA EXTRA LARGE (XXL) FFP FOB: Destination	348	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	SPCS Ballistic Packages FFP The contractor shall deliver SPCS Ballistic Packages in accordance with Purchase Description (PD) AR/PD 10-04 Rev. E. and the Statement of Work (SOW). FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	EXTRA SMALL (XS) FFP FOB: Destination	662	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	SMALL (S) FFP FOB: Destination	2,621	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	MEDIUM (M) FFP FOB: Destination	6,716	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	LARGE (L) FFP FOB: Destination	3,678	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE	EXTRA LARGE (XL) FFP FOB: Destination	1,161	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF	EXTRA EXTRA LARGE (XXL) FFP FOB: Destination	164	Each		
					<hr/>
				NET AMT	

Section C - Descriptions and Specifications

STATEMENT OF WORK**Statement of Work (SOW)
Soldier Plate Carrier System (SPCS)****1.0 Introduction.**

This SOW describes the work required to produce the Soldier Plate Carrier System (SPCS).

1.1 Applicable Documents.

- Purchase Description (PD) AR/PD 10-04 Rev E, 8 JAN 2012

2.0 Scope of Work.

The scope of work includes all procurement and production activities required to manufacture the SPCS.

3.0 Requirements/Performance Standards.

The Contractor shall provide all program and production management necessary to meet the quality standards, reporting systems and supportability required for testing, inspection and delivery of the SPCS, as defined in the Contract, the Purchase Description (PD), and this SOW. The Contractor is encouraged to use commercial and industrial processes and practices that will reduce production and operational support costs while meeting the requirements of the contract. The Contractor shall meet all of the requirements set forth in this SOW and the contract during the pre-production phase. Blunt trauma injury associated with Backface Deformation (BFD) measurements and test standards will be in accordance with the current approved DoD testing requirements for body armor which is included in the SPCS Purchase Description (PD).

3.1 Production Requirements. The Contractor shall fabricate and deliver SPCS in accordance with this SOW and the delivery schedule. The Contractor shall ensure that the SPCS comply with all of the requirements of the PD, the Production Process Package (PPP), the Contract, and this SOW. The Contractor shall provide written notification of any issues encountered during the fabrication of test articles and the executed fix. These reports will be provided throughout the entire period of performance of the contract.

[CONTRACT DELIVERABLES: Status/Incident reports as required; PD/updates and the PPP document in accordance with the requirements of the contract, as stated in Section E of the contract.]

3.1.1 Test Articles. The Contractor shall complete end item SPCS test articles, representing full production quality sub-systems, and submit them for all required testing and inspections.

SHIP TO: US ARMY ABERDEEN TEST CTR - W81C5M
400 COLLERAN ROAD, B358
ABERDEEN PROVING GROUND MD 21005-5059

3.1.1.1 Product Verification Test (PVT) Articles. If ordered, the Contractor shall deliver PVT articles within thirty (30) days after receipt of order (ARO).

3.1.1.2 First Article Test (FAT) Articles. If ordered, the Contractor shall deliver FAT articles within thirty (30) days after receipt of order (ARO).

3.2 Materials and Components. The materials and components shall conform to applicable specifications, standards, drawings, and patterns in the PD.

3.2.1 Lot Definition. For the purposes of this SOW and the production of the end items for this contract, the SPCS test article production run shall consist of homogeneous ballistic material in which only whole (complete and unused) lots of ballistic materials are used.

3.3 Responsibility for compliance. Items shall meet all of the requirements of the PD and this SOW. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of ensuring that all products and supplies submitted to the government for acceptance comply with all requirements of the contract. Sampling inspection, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements; however, this does not authorize the submission of known defective material nor does it commit the government to accept defective material. If there is a conflict between the stated requirements of the contract and the Quality Manual, the more restrictive requirement shall apply.

3.4 Shipping and Packaging Instructions.

3.4.1 Shipping instructions will be provided in the RFP and incorporated into an attachment to the contract upon award. The test articles shall be packaged in accordance with best commercial practices. Section F of the contract will include the related Contract Line Item Number (CLIN), delivery dates, quantities, and "SHIP TO" addresses for the test articles.

[CONTRACT DELIVERABLES: Full-up SPCS.]

3.4.2 Critical Safety Item (CSI)

a. CSI. All parts and pieces of the entire Plate Carrier System are classified as critical safety items.

b. CSI means a part, assembly, installation, or production system with one or more critical characteristics that would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

4.0 Quality Assurance and Configuration Management

4.1 Formal Reviews. The Contractor shall make personnel available for informal reviews and visits by Government representatives or Government support Contractors. The SPCS Assistant Product Manager (APM) will minimize visits to avoid interfering with production efforts. If the review or visit is initiated by the Government, the Government will provide an agenda to all participants. If the review or visit is initiated by the Contractor, the Contractor shall prepare and submit an agenda prior to the meeting and prepare a report following the meeting for each Government visit. The report shall summarize the discussions and any action items that were generated including the topic, a brief description of each discussion, the action officer assigned, and the suspense date for completion.

[CONTRACT DELIVERABLES: Meeting Agenda and Reports, as required. Meeting agenda shall be provided not more than 14 calendar days before a meeting and meeting reports shall be submitted not later than 14 calendar days after a meeting. Contractor format is acceptable.]

4.2 Quality Management System (QMS). As required by ISO 9001:2008, the Contractor shall establish and maintain a Quality Manual (QM) as part of their Quality Management System (QMS). The Contractor shall submit the QM with the proposal. The specific requirements for the QM are contained in Section E, Inspection and Acceptance, of the RFP and contract. The QM must include: the scope of the quality management system, the documented procedures established for the quality management system, and a description of the interaction between the processes of the quality management system. All procedures describing the activities needed to implement the system shall be submitted in their entirety. In conjunction with the QM the contractor shall provide a cross-walk

matrix that demonstrates that their QM is compliant with and or equivalent to the requirements of ISO 9001:2008. The contractor shall provide to the Government upon proposal submission (or solicitation response), a Certificate of Compliance indicating that the contractor's Quality Management System is in compliance with ISO 9001. The Certificate of Compliance shall be supplied from an independent certifying organization or auditor. The QM and the cross-walk matrix shall be submitted in electronic format Microsoft Word; electronic mail is the preferred method of delivery.

[CONTRACT DELIVERABLES: QM and updates as required by Section E of the contract.]

4.2.1 Quality Audits. The Government reserves the right to conduct audits of the Contractor's Quality Management System (QMS) for all products and/or processes related to the contract. These audits may be conducted on the QMS, a particular process, or the product itself at any time during the performance of the contract. The Government will authorize the contractor to proceed to Low Rate Initial Production (LRIP) or Full Production when all the identified non-conformances have been addressed and corrective actions have been accepted."

[CONTRACT DELIVERABLES: QM and Updates, as required by Section E of the contract.]

4.3 Production Data. The following information developed during production shall be made a matter of record and shall be furnished on request to the contracting official. This data shall be identified with the serial number of the body armor.

a. Data generated during inspection or other protocols per internal quality management system provision and/or submitted Production Process Package. This includes, but is not limited to, weight, thickness and dimensional measurements.

b. Supplier lot information and traceability for all component parts identified in the technical data package. This shall include material compliance forms signed by the contractor and each sub-contractor or material supplier.

c. Operational, ownership and environmental test data generated by the contractor on the SPCS .

d. Ballistic performance test data generated under any testing as described in the contract or Paragraph 4.9 of the PD.

e. For traceability, every SPCS must be durably marked in such a fashion as to be traceable from production through preparation of the ballistic test records for that lot of SPCS.

[CONTRACT DELIVERABLES: Production data and ballistic test data as requested by the Government.]

4.4 Workmanship. The finished SPCS shall conform to the quality requirements established by the SPCS PD. Utmost care shall be taken during fabrication to ensure quality workmanship and safety of the service person using the item. All materials to be used in the construction of the SPCS shall consist of quality levels to assure conformance to all requirements, unless otherwise authorized. All workmanship shall be conducted with the utmost care to avoid human induced defective conditions. Manufacturing practices shall be capable of consistently yielding product that conforms to all requirements in this purchase description and internal specifications for body armor and their components. Continual improvement shall also be a constant focus of the manufacturing practices. All component materials shall be properly marked and identified, and also protected properly during storage. Materials shall be produced and integrated to extend durability and provide consistency of appearance throughout SPCS life.

4.5 Configuration Management.

4.5.1 Configuration Management Process. The Contractor shall establish a configuration management program for the SPCS program. The configuration baseline will be established with a FAT Approval Letter and a Government approved PPP. The configuration management program shall address all new and/or modified materials, processes,

hardware, firmware, software and documentation resulting from this contract. The contractor, at no additional cost to the Government, shall correct all non-conformances. The Contractor shall use configuration control to manage proposed changes beginning with the submission of the FAT item(s). Configuration control shall be used to document the impact of proposed changes and to update configuration documentation. Following acceptance of the First Article Unit(s), the Contractor shall not alter the design in form, fit, or function without prior approval from the Contracting Officer.

4.5.1.1 Product Verification Testing (PVT). Product verification testing is conducted concurrently with FAT and must be tested at a Government facility. Production verification testing shall be tested in accordance with Section 4.6 and Appendix C and D of the PD. Failure to meet the ballistic requirements outlined within this purchase description will prohibit the armor design from receiving FAT Approval. Additionally, the contractor shall provide data that shows all the components and materials used in SPCS meet all stated requirements of the Technical Data Package. FAT shall be tested for design, compatibility and interchangeability of components, inspection requirements, ballistic data for all test conditions, data, certificate, or compliance for testing requirements and overall workmanship in accordance with the respective sections of the PD.

4.5.2 Configuration Status Accounting (CSA). All baselines, ECPs, deviations and waivers shall be documented in the contractor's configuration status accounting database.

4.5.3 Engineering Change Requests (ECR). The Contractor shall prepare ECRs for any process or product changes proposed after FAT/PPP approval and submit them to the Government for concurrence. An ECR can be an Engineering Change Proposal (ECP), a Request for Waiver (RFW), or a Request for Deviation). An ECP is a permanent change to a configuration item. A RFD is a temporary change to a configuration item before or during limited production. A RFW is a temporary change to a configuration item after any limited or full rate production. ECP submissions must be on PM SPE Form 1. RFW/RFD submissions must be on PM SPE Form 2. The Government shall return an approved ECR with any modifications to the agreed to product or process prior to any changes being implemented. The Government will identify any testing required (including the possibility of a new FAT) based upon the proposed changes.

4.5.4 Identification and Traceability. Reference ISO 9001:2008 Clause 7.5.3 – Identification and Traceability is a requirement under this contract. Lot numbering is applicable. The contractor shall maintain traceability records for all component parts used to manufacture the SPS SPCS. All component part lots shall be traceable to the SPCS's lot number and contract number. All subcontractor component part lot information shall provide traceability to the raw materials used in the component part. Each SPCS lot shall consist of only one size. A SPCS lot can be made from multiple lots of ballistic material, where a lot of ballistic material is defined as an individual roll of ballistic material. However, in the case where any additional ballistic material is left over from the production run, that material may only be used in the next consecutive SPCS lot. Records shall be maintained and readily available for government review and audit verification. For SPCS's identified with individual serial numbers, the requirements listed above shall be traceable via the individual serial number. For traceability, every SPCS shall be durably marked in such a fashion as to be traceable from production through to the ballistic test records for that lot. The Contractor shall ensure that the serial number is indelible after exposure to mechanically stripping or by the use of a solvent, as specified in the PD. The Contract shall ensure that solvents, fuels and other liquids do not diminish the serial number markings.

4.5.5 Data Rights: The Government has unlimited rights to all documents / material produced under this contract. All documents and materials, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer.

4.5.6 Berry Amendment Compliance: The Contractor shall ensure that all products provided are in compliance with the "Berry Amendment", in that all applicable components of the item are to be "grown, reprocessed, reused, or produced in the United States". All component parts shall be identifiable and traceable throughout the supply chain

and in compliance with the “Berry Amendment”. Reference is made to DFAR Clause 252.225-7012, Preference for Certain Domestic Commodities (January 2007) and Section E – Inspection and Acceptance, of the contract.

[CONTRACT DELIVERABLES: ECRs, Request for Deviation/Waiver, as required and IAW the requirements of Section E of the contract; traceability records and data, as requested by the Government.]

5.0 Test and Inspection

5.1 Classification of Test and Inspections. The test and inspection requirements are outlined in the contract. The Government is responsible for the performance of all developmental test and inspection requirements specified in the PD and this SOW. The Government reserves the right to perform any of the test and inspections set forth where such tests and inspections are deemed necessary to ensure the supplies conform to prescribed requirements.

5.2 Ballistic Test. All ballistic testing under this contract shall be conducted at Aberdeen Test Center (ATC) test facility or an NIJ certified lab. Copies of all ballistic reports shall be submitted by the test agency to PM SPE for processing.

5.3 Test Protocol. SPCS testing shall be conducted in accordance with the requirements of the PD.

6.0 Security Requirements

6.1 Awareness Training (AT)/Operations Security (OPSEC)

6.1.1 All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete Awareness Training (AT) Level I awareness training within 45 days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR/ATO (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

6.1.2 The contractor and all associated subcontractors’ employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security processes or procedures.

6.1.3 The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR/ATO. This training shall be completed within 45 calendar days of contract award and within 45 calendar days of new employees’ commencing performance, with the results reported to the COR/ATO no later than 60 calendar days after contract award.

6.1.4 The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award (and annually thereafter), to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. [Government will provide OPSEC Critical Information List]. This SOP/Plan will specify the Government’s critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1. The Government will evaluate contractor OPSEC performance on an annual basis or as conditions warrant.

6.1.5 Contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training. [The Government will provide OPSEC Level 1 Training.]

6.1.6 The contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), and (2) any revisions to DoD 5220.22-M, notice of which has been furnished to the contractor.

6.1.7 The contractor will implement an employee verification process, whether through background checks or other similar processes and provide a written response explaining how the verification process was completed and attest to the trustworthiness of the workforce, within 45 days of contract award.

6.2 Government Equipment. The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

6.3 Disclosure. Neither the Contractor nor any of its subcontractor providers shall disclose or cause to disseminate any information concerning operations of military activities and or sensitive performance requirement. Such action(s) could result in violation of the contract and possible legal actions.

6.4 Inquiries. All inquiries, comments or complaints arising from any matter observed, experienced, or learned of as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the contracting officer representative (COR) and the contracting officer (KO).

6.5 Authorized Personnel. The Contractor shall only conduct business with designated government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the government, in writing, and updated as necessary throughout the contract period.

6.6 Government Documentation. U.S. Government records, copies of original results and reports, verified original data, corrected data, and corrected supporting final reports are maintained by the Contractor, but remain the property of the U.S. Government. These files/results must be surrendered to the COR when requested.

6.7 Security Requirements. Security requirements for this effort are covered by FAR Clause 52.204-2.

Section D - Packaging and Marking

SHIPPING INSTRUCTIONS

The following requirements shall be the minimum required labeling, packaging, and shipping instructions. Any deviations to these requirements shall be addressed in Section D. of the contract.

SHIPPING TO LOCATION:

Peckham Vocational Industries Inc.
7100 Millet Highway
Lansing, MI 48917
DODAAC: W912H7

Receiving Hours: Monday – Friday 07:00am – 3:30p

Deliveries by appointment only, the Points of Contact (POC) for deliveries:

Jim Gustafson	517-316-4072
Blair Hutchinson	517-316-4034

Deliveries outside of these hours must be preapproved by the Supervisor of Receiving











DD-250 (Packing List):

The DD-250 packing list will be attached to the lead pallet inside a packing list envelope.

Bar Tag Instructions:

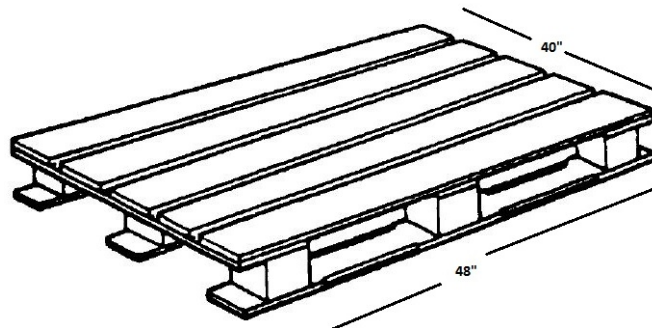
Bar codes shall be encoded using the Standard Code 39 representation complying with all commercial requirements. All bar code shall be readable using commercial bar code scanners. The marking should be on a durable label such that heavy handling will not cause noticeable degradation.

Sample of a Code 39 Linear Bar Code

<u>LINEAR (CODE 39) BAR CODE IDENTIFICATION MARKINGS</u>	
A. NSN/NATO Number	
(1) Typical 5950-00-123-4567	
(2) Fixed Length (13 characters)	5950001234567
(3) No suffix, prefix, or spaces or dashes bar coded (unless otherwise specified in the contract or purchase order)	
B. Contract Number/Procurement Instrument Identification Number (PIIN)	
(1) Basic Number	
Typical DAHC94-88-D-0007	DFHC948808807
(2) With Call Number (when specified)	
Typical DAHC94-88-D-0007-0010	DFHC9488088078818
C. Commercial and Government Entity (CAGE)	
(1) Typical 33825	
(2) Fixed 6 characters	33825
D. Contract Line Item Number (CLIN)	
(1) Typical 1001AB	
(2) Fixed 6 characters	1001AB
E. Contractor Shipment Number	
(1) Typical BETH001 or BET0001	 OR 
(2) Basic seven characters and eight with a suffix	BETH001 BET0001
F. Serial Numbers	
(1) Basic SNs	 OR 
(a) Typical 0001937	1937 8801937
(b) Variable length	
(c) Fixed length if specified	
(2) Army Weapons SN	
(a) Typical 1937	1937
(b) Variable length	

Pallet Instructions:

1. All items shall be delivered on a standard 4-way entry Type 1, 48" wide x 40" deep pallet (Wing Tip Pallets preferred).



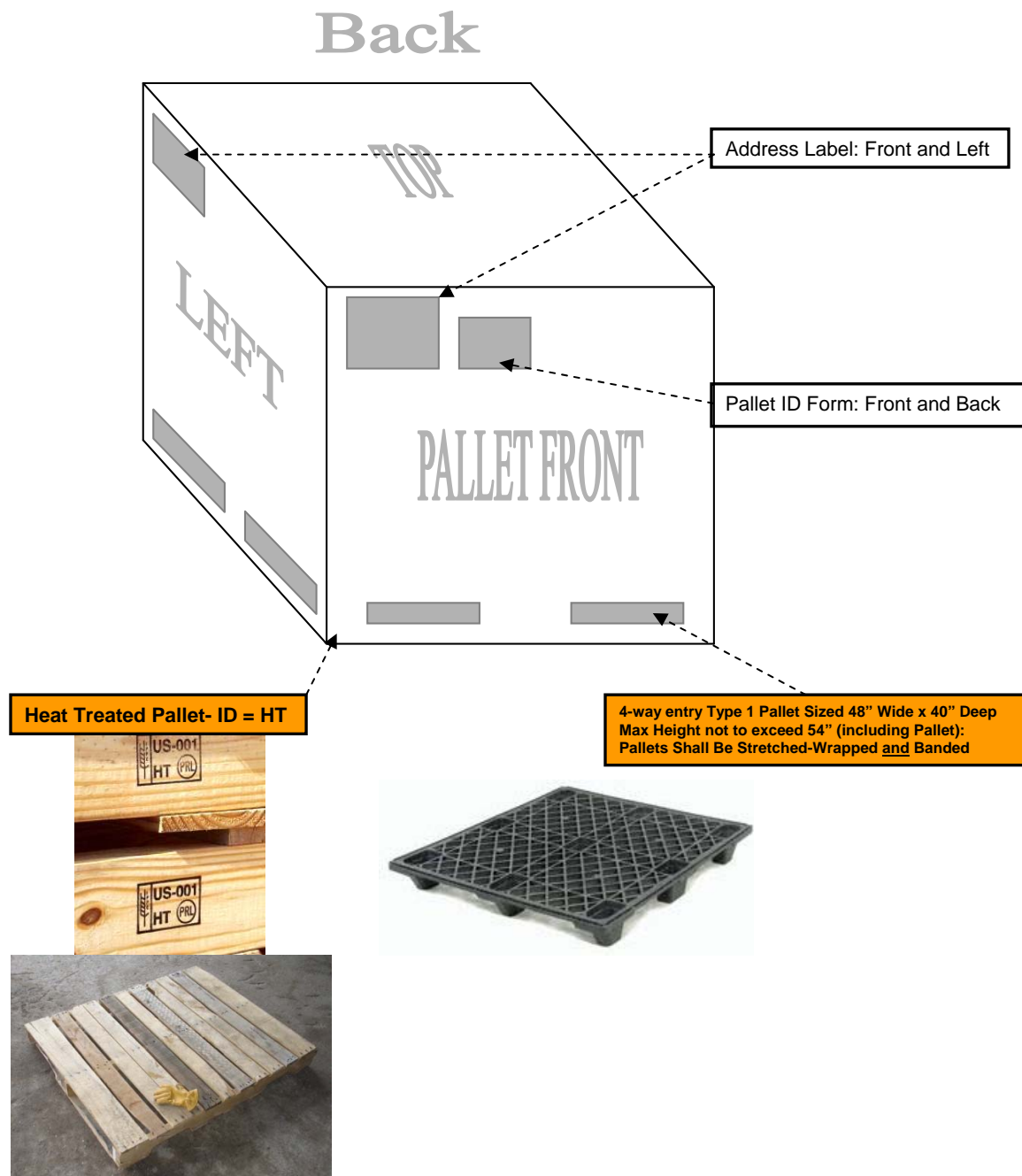
2. The pallet and packages combination shall not exceed 54" in overall height.
3. The packaging shall not exceed 1" overhang per pallet edges, allowing the final packaged dimensions of the package to be no greater than 50" wide by 42" deep and 54" in height.
4. A pallet may contain multiple National Stock Number (NSN). Each NSN must be boxed or wrapped separately, clearly identified, and labeled on the pallet.
5. The pallet label shall contain, as a separate line, each of the following fields in both human readable and standard Barcode 39 format:

Peckham Vocational Industries Inc.
 7100 Millet Highway
 Lansing, MI 48917
 DODAAC: W912H7
 Phone: 517-316-4072

Cage Code of the company awarded the contract

- Nomenclature that matches the contract nomenclature (Human Readable Only)
- National Stock Number (NSN)
- Contract or order number (including the call number)
- Exact total quantity
- Contractor Shipment Number will be encoded using seven characters and eight if including a suffix, in accordance with the DFARS Appendix F, Part 3. The first three positions will always be alpha, the last three always numeric, and the fourth either alpha or numeric
- Pallet number and the total number of pallet
- CLIN (it shall be encoded using six characters, **including zero fillers placed to the left of the number**, for example, 0001AB).

6. A Unique Passive RFID Pallet Identification Tag along with the pallet label, each pallet shall have a unique passive RFID pallet identification tag. This unique identification tag shall conform to the “United States Department of Defense Suppliers’ Passive RFID Information Guide” Latest Version (version 10 and higher).
7. If wood pallets are to be used, they shall be heat treated and contain the international heat treated marking.
8. The boxes on the pallets shall be both stretched wrapped and banded to the pallet.



Box Instructions:

1. Box dimensions shall be calculated to maximize the space on the skid while aligning all edges (plus one inch), but not exceeding 50" wide x 42" deep x 54" high (the 54" includes the height of the pallet).
2. If the products in the boxes are not enclosed in protective wrapping, the box must have a Kraft paper liner inside the box on the top and bottom of the product.
3. All boxes within a shipment must be labeled

4. The label must be oriented to be on the outside exposed surface, when placed upon the pallet.
5. The label shall contain, as a separate line, each of the following fields in both human readable and standard Barcode 39 format:
 - Vendors name (Human Readable Only)
 - Cage Code of the company awarded the contract
 - Nomenclature that matches the contract nomenclature (Human Readable Only)
 - National Stock Number (NSN)
 - Contract or order number (including the call number)
 - Lot number (N/A if not Lot tracked)
 - Serial Number (N/A if not Serialized)
 - Shipment Number made against the contract
6. Unique Box Identification (UBI) - Along with the box label, each box shall have a unique passive RFID box identification. This unique identification shall conform to the “United States Department of Defense Suppliers’ Passive RFID Information Guide” Latest Version (version 10 and higher).

7. PACKAGING/PACKING INSTRUCTIONS

The Soldier Plate Carrier System (SPCS), SPCS Conversion Kits, and SPCS Ballistic Packages, as applicable, shall be packaged /packed in an individual fiberboard container. At a minimum, the exterior container shall be ASTM-D5118 type CF, class domestic, and double wall corrugated fiberboard box. All packing and preservation methods for the item being purchased will be presented by the supplier to the Government at the Post Award Conference.

All containers within shipments must be packaged and label as stated in the “Project Manager Soldier Protective and Individual Equipment Staging Facility, General Vendor Shipping Instructions” with the following exceptions:

8. PALLET / SKID INSTRUCTIONS

All items must be delivered on a standard 48" Wide x 40" Deep pallets, with 1" overhang per edge maximum. The pallet and packages shall not exceed 54" in overall height.

A pallet may contain multiple National Stock Number (NSN). Each NSN must be boxed or wrapped separately, clearly identified, and labeled on the pallet.

9. SHIPMENT PACKING LIST

The packing list (DD 250) shall at a minimum contain the following information:

- Vendor Name;
- Vendor Address;
- List the Program Office and Contract (ie: PM SCIE - ECWCS);
- CAGE Code;
- Contract Number;
- Nomenclature, NSN (or MCN as applicable);
- Total Quantity;
- Quantity by Item;
- Price;
- Shipment / Production Lot Number Made Against the Contract; and
- Assurances that the DD250 Product Description Matches the Contract Description.

10. SHIPPING TO LOCATION:

Peckham Vocational Industries Inc.

7100 Millett Highway

Lansing, MI 48917

DODAAC: W912H7

Phone: 517-316-4072/4034

Receiving Hours: Monday – Friday 07:00AM – 3:30PM

Deliveries by appointment, the Points of Contact (POC) for deliveries:

Jim Gustafson 517-316-4072

Blair Hutchinson 517-316-4034

Deliveries outside of these hours must be preapproved by Supervisor of Receiving

Government POC: Michael T. Bell 703-806-0147

11. PASSIVE RADIO FREQUENCY IDENTIFICATION (RFID), ADVANCE SHIPPING NOTICES (ASN), ELECTRONIC DATA INTERCHANGE (EDI)

The contractor is obligated to affix passive RFID tags to the material as per DFAR clause 252.211–7006 the Radio Frequency Identification, to be in accordance with the “United States Department of Defense Suppliers’ Passive RFID Information Guide” Latest Version (version 10 and higher).

ASN notification shall be via WAWF and direct EDI transmittal, the requirements and communication instructions for the direct transmittal shall be presented by the government at the Post Award Conference.

12. SHIPPING DISCREPANCY INSTRUCTIONS

When shipping discrepancy are denoted by the receiving location their representative will contact the shipping locations contact with the information and request for remedial action. The Contracting Officer Representative (COR) and APM shall also be notified.

- The Contracting Officer (KO) will identify to the Vendor the title of the receiving location contact and the vendor shall identify the shipping or WAWF employees that shall be contacted to remedy the issue.
- Once a discrepancy has been determined the receiving location shall report the issue to the vendors shipping or WAWF employee designate within five business days.
- The Vendor shall have 10 business days to rectify the issues before a formal non-conformance notice is issued
- If no noticeable action is being taken by the vendor, the KO or COR will be notified of the Vendors non-compliance

13. QUALITY CONFORMANCE INSPECTION AND ACCETANCE

Government inspection of Soldier Plate Carrier System (SPCS), SPCS Conversion Kits, and SPCS Ballistic Packages finished components will take place at the sub-contractors facility prior to shipping to the kitting facility; the inspection of the packaging will take place after the kitting is completed. Government acceptance will take place after the inspection of the kitting, the verification of the pallet, and the review of the WAWF or DD250 documents.

All issues identified by the QAR shall be reported to the COR and the PM SPIE Fort Belvoir Quality Team.

Inspection Levels as required by section E.1 First Article and Conformance Inspection.

14. NOTIFICATION OF SHIPMENT

The Contractor shall notify Project Manager Soldier Protective and Individual Equipment Staging Facility ASN notification shall be via WAWF and direct EDI transmittal, the requirements and communication instructions for the direct transmittal shall be presented by the government at the Post Award Conference.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0001AA	Origin	Government	Origin	Government
0001AB	Origin	Government	Origin	Government
0001AC	Origin	Government	Origin	Government
0001AD	Origin	Government	Origin	Government
0001AE	Origin	Government	Origin	Government
0001AF	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0003AA	Origin	Government	Origin	Government
0003AB	Origin	Government	Origin	Government
0003AC	Origin	Government	Origin	Government
0003AD	Origin	Government	Origin	Government
0003AE	Origin	Government	Origin	Government
0003AF	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0004AA	Origin	Government	Origin	Government
0004AB	Origin	Government	Origin	Government
0004AC	Origin	Government	Origin	Government
0004AD	Origin	Government	Origin	Government
0004AE	Origin	Government	Origin	Government
0004AF	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0005AA	Origin	Government	Origin	Government
0005AB	Origin	Government	Origin	Government
0005AC	Origin	Government	Origin	Government
0005AD	Origin	Government	Origin	Government
0005AE	Origin	Government	Origin	Government
0005AF	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0006AA	Origin	Government	Origin	Government
0006AB	Origin	Government	Origin	Government
0006AC	Origin	Government	Origin	Government
0006AD	Origin	Government	Origin	Government
0006AE	Origin	Government	Origin	Government
0006AF	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-16 Responsibility For Supplies
 252.246-7003 Notification of Potential Safety Issues

APR 1984
 JAN 2007

CLAUSES INCORPORATED BY FULL TEXT

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

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

Title	Number	Date	Tailoring
ISO	9001:2008	14 NOV 2008	

(This is only a reference for higher quality system equivalent, not a requirement for registration. Contractors do not have to be ISO 9001:2008 registered.)

(End of clause)

52.211-9005

52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (APR 2002) - DLAD

(a) Definitions.

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

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

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

'Design control activity' means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

'Exact product' and 'alternate product' are defined in the provision at DLAD [52.217-9002](#), Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is

otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

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

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

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

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

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

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

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

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

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

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

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

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

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

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

(End of clause)

CRITICAL SAFETY ITEM (CSI)

According to the Defense Acquisition Guidebook DoDD 500-1, "Critical Safety Items (CSIs) are parts whose failure would cause loss of life, permanent disability or major injury, loss of a system, or significant equipment damage." The Soldier Plate Carrier System (SPCS) is considered a Critical Safety Item.

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

Critical Safety Items – Source Inspection Required

The contractor shall provide measurements and certificates of conformance for all material properties identified in the performance requirements by specific test methods.

Product improvements: future improvements are encouraged during the contract term through engineering change proposals (ECPS). Improvements may be proposed by the contractor or by the government to eliminate operational shortcomings, insert advance technologies to improve operation effectiveness or to provide savings to the government.

Ballistic Testing: All ballistic testing for First Article Testing (FAT) and Lot Acceptance Testing (LAT) shall be conducted at the Army Test and Evaluation Center (ATEC)'s Aberdeen Test Center, Aberdeen Proving Ground (APG), M. If PM SPE's testing requirements exceed the capacity at ATEC to conduct testing, ATEC may contract the work to an independent certified testing facility, to include National Institute of Justice (NIJ) test labs. ATEC will manage any necessary contracting action and exercise oversight of any testing conducted at NIJ testing facilities.

Copies of all ballistic reports are to be submitted to PM SPE for acceptance purposes. Copies are also to be submitted to Dr. James Zheng, PM SPIE, fax # (703) 704-4866 and MAJ Scott Madore, APM for Hard Body Armor, PM SPE, FAX # (703)704-0665 and email scott.madore@us.army.mil.

Ballistic testing on end items shall be considered acceptance testing. Notify this office ten days prior to any testing in the event the government wants to witness testing. No lot shall be released from the contractor's plant prior to receipt of passing test reports that are approved by PM SPIE/SPE.

LOT NUMBERING IS APPLICABLE.

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

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

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

The Government reserves the right to require full or modified First Article Testing (FAT) to be accomplished or reaccomplished when it is deemed that there is evidence of potential degradation or failure of specific vendor designs prior to institution of stop work procedures as described in the FAT Approval Letter. The cost of such testing will be borne by the vendor.

Quality System. The Contractor shall establish, maintain, and operate a quality system that follows the requirements of FAR 52.246-11 contained in this contract. The Contractor shall monitor, assess, and audit quality and reliability at all sub-contractor and supplier facilities. The Government reserves the right to audit products and processes, as well as the quality system, at any stage of contract performance. The Contractor shall maintain a calibration system in accordance with ANSI/ISO/ASQ Q10012-2003 or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment to include all accessories and ancillary equipment are properly calibrated and identified by appropriate labeling.

Use of Contractor's Inspection Equipment. The Contractor shall make available gauges, measuring, and testing devices for use by the Government when required to determine conformance with contract requirements. If requested by the Government, the Contractor shall make available personnel for operation of such devices and for verification of their accuracy and condition.

Quality Validation Plan (QVP). The Contractor shall ensure the quality of delivered systems as outlined in the QVP. The Government will incorporate the QVP into the contract at award or modification. The Contractor shall submit the QVP within 10 working days of the request, for government approval. Copies should be submitted to PM SPE Quality Assurance, the Contracting Officer, and cognizant DCMA. The QVP shall document the contractor's approach to ensure all delivered items meet the requirements of the contract and PD throughout the life of the contract. Once approved, any changes to the QVP require Government concurrence. The Government reserves the right to request and review this data at any time. The plan shall document how process control will be maintained in all areas of operations, for the contractor, sub-contractors, and critical suppliers. Sub-contractors and suppliers of critical components, materials, or processes shall be identified in the quality plan, including names and contact information of key supplier personnel. In the event of end item non-conformance, the contractor will be responsible for all costs and retests, and reporting required to achieve conformance, unless otherwise directed by the Government. The Government reserves the right to review/audit any suppliers. No review/audit of any subcontractors or suppliers by the Government will relieve the contractor of its responsibility for the performance and inspection of the products or services acquired by its suppliers.

Informal Reviews. The Contractor shall make personnel available for informal reviews and visits by Government representatives or Government support contractors. The Assistant Product Manager (APM) will minimize visits as to not interfere with production efforts.

Production Process Package (PPP). A PPP will be prepared by the contractor, validated by DCMA, and submitted for government approval. The PPP submission should be prepared in conjunction with the First Article build, and is required 10 working days after FAT submission (based on DCMA signed date on DD1222). Copies should be submitted to PM SPE Quality Assurance, the Contracting Officer, and cognizant DCMA. The PPP must be approved by the Contracting Officer prior to issuance of the FAT Approval Letter. The PPP is to be design specific, and should supplement, not replace, the Quality Validation Plan (QVP). The PPP should identify, at a minimum:

- Manufacturer
- Contract
- Design
- Raw materials
- Raw material suppliers
- Incoming material supplier test data/certifications
- Incoming material inspection/testing
- Work instructions/procedures
- Machine set points/specifications
- In process inspection processes
- End item inspection and test processes
- Packaging/shipping processes

In the case that required items listed above are generic, not design specific, and are covered by the QVP, citing the QVP is acceptable. Internal documentation must state the controlled document revision used for the PPP under consideration.

Process Change Proposals. The Contractor shall prepare process change proposals for any process, production, and material changes proposed after approved FAT/PPP and submit them to the Government for concurrence. The Government shall concur in writing with any modifications to the agreed to procedures prior to the new or modified procedures being implemented in production. Government will decide as to the need for a new FAT based upon the proposed changes.

Failure Analysis and Corrective Action Report (FACAR). In the event that failure occurs during LAT, the contractor shall conduct failure analysis and provide a FACAR to PM SPE, Contracting Officer Representative (COR), and cognizant DCMA within ten working days of notice of failure. Email is the preferred method of delivery. FACAR is to be prepared in contractor format, but must be approved by the COR. FACAR content will include the date of failure, design code, lot number and size, detailed failure description, detailed failure analysis, including testing, to identify the root cause for the failure, failure history, corrective action and validation plan to assess the effectiveness of the corrective action, any proposed changes/modification to approved Production Process Package (PPP) submission, and proposed disposition of the failed item and lot, and containment actions. Containment will address all suspect products and traceability analysis thereof, including end items in plant and already delivered to the Government as well as material work in process, at receiving, or in transit. The FACAR shall identify why the defect was not detected, impact to similar product or processes, and the process controls in place or planned to prevent the problem from recurring. The FACAR shall include documented evidence that rejected items will not get back into the DOD supply system, GSA and other venue in which Soldiers/Units may buy replacements using individual or unit funds. Continued design acceptance will follow provisions in the FAT Approval Letter, may be contingent on FACAR approval.

WITHHOLDING OF MATERIAL REVIEW BOARD (MRB) AUTHORITY – CRITICAL SAFETY ITEMS

The item being acquired is a critical safety item. Material Review Board (MRB) authority is hereby withheld as outlined below.

Material Review Board authority is defined as disposition of nonconforming material whose nonconformance affects adherence to internal specifications or end item requirements. Nonconforming material can be any item, part, supplies, or product containing one or more nonconformances. Any disposition under MRB other than scrap requires government authorization. Government authorization will be on a case by case basis unless so stated, and must come from the Contracting Officer on this contract.

Scrap is when nonconforming material that is not usable for its intended purpose or in a manner acceptable for meeting internal specifications or end item requirements is dispositioned not to be reintroduced into any product under DOD contract. Authority to scrap is allowed. Use-as-is is disposition of material with one or more nonconformances affecting internal specifications or end item requirements to be used for its intended purpose in its existing condition. Authority to use-as-is is withheld without Government authorization.

Repair is a procedure which reduces but not completely eliminates a nonconformance. The characteristic after repair still does not completely allow adherence to internal specifications or end item requirements. Authority to repair is withheld without Government authorization.

Rework is a procedure applied to a nonconformance that will completely eliminate it and result in a characteristic that completely allows adherence to internal specifications and end item requirements. Authority to rework is withheld without Government authorization.

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

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report (Combo)

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	W91CRB
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section H - Special Contract Requirements

PVT/FAT TESTING PROVISION

In the event the Contractor is unable to successfully pass Product Verification Testing (PVT) or First Article Testing (FAT) the Government may terminate the contract and any outstanding delivery orders and award to the offeror who was next in line for award under solicitation W91CRB-12-R-0037.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
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
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
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	AUG 2012
52.204-13	Central Contractor Registration Maintenance	DEC 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award	NOV 2011
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
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
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American Act--Supplies	FEB 2009

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	DEC 2012
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **sixty-eight (68)** unit(s) of Lot/Item **Soldier Plate Carrier Systemss (SPCS) FAT Test Articles (CLIN 0003)** within **thirty (30)** calendar days from the date of this contract to the Government at **U.S. Army Aberdeen Test Center, BLDG 358, Colleran Road, Aberdeen Proving Ground, MD 21005-5001** 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 **sixty (60)** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor--

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

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

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **thirty-six (36) months thereafter**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 **one hundred (100)**, 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 **twenty-five thousand one hundred and seventeen (25,117)**;

(2) Any order for a combination of items in excess of **twenty-five thousand one hundred and seventeen (25,117)**; or

(3) A series of orders from the same ordering office within **thirty (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 **thirty (30)** 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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 **six (6) months after end of ordering period**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(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/content/table-small-business-size-standards>.

(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 - assigned to contract number .

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 3-5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

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

(d) Government response. The Contracting Officer shall promptly, within 3-5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the

mode of further performance;

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for up to one (1) year after Government acceptance of the product --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after Government notification of the nonconformance via Return Material Authorization (RMA) notification process.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and

Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No.	Item description
---	------------------

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

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)

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

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\TM\ (EPC[supreg]) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

EPCglobal[supreg] means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

Radio frequency identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized- unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit State line item number	Location name DoDAAC	City
0004-0006 W912H7	Peckham Vocational Industries, Inc.	Lansing MI

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and overnment Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

52.211-9006

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

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer(ACO).

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

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

(2) Changes in the manufacturing process;

(3) A change in the approved source's manufacturing location; or (4) A transfer of manufacturing facilities by the approved source since last manufacture.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

ATTACHMENT No.	TITLE	DATE	No. of PAGES
1	Purchase Description AR/PD 10-04 Rev. E.	08 January 2013	77
2	PDM Test Requirements V.1.		3
3	SPCS Patterns		
4	Pricing Spreadsheet		1
5	Past Performance Questionnaire		

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2 Certificate Of Independent Price Determination APR 1985

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 315990
[insert NAICS code].

(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)(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, 2010, or 2012.

(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, Alternates I, II, and III.) 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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III 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 Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. 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) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 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 accessed through <https://www.acquisition.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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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 () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(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)

52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products

those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

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

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

(i) Means—

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

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

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

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

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

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

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

(v) Sensitive Compartmented Information (SCI).

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

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

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

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	--

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SUBMISSION INSTRUCTIONSGENERAL INSTRUCTIONS

The instructions for proposal submission will be specified in Section L of the solicitation. Every offer must submit a written proposal to be considered for award.

The proposals shall remain valid for a minimum of one hundred and twenty (120) days and shall not contain classified data/information.

All offerors are assured that their submittals under this RFP are considered proprietary data and will be protected accordingly.

Offerors shall NOT include any pricing information in any section of their proposal except for Factor 8: Price Proposal.

Offerors shall ONLY provide the specifically requested information, which may pertain to any of the Factors below, with their offers.

Proposals shall be submitted utilizing the file naming convention detailed below each Factor Title below.

Prior to submitting proposal files across e-mail, Offerors shall submit an e-mail to the contracting office detailing all of the files which will be sent. Offerors shall be reminded that e-mailed proposals, transmitted before the time cut-off but received by the contracting office after the time cut-off, are considered late.

The written portion of the proposals shall be delivered electronically via email to Contract Specialist, Lisa Yamakawa at lisa.j.yamakawa.civ@mail.mil. Hard copies of the written proposals are not preferred but are acceptable and can be delivered to the following address:

U.S. Army Contract Command-Aberdeen Proving Ground
ACC-APG Aberdeen Division D
Team Armor, Lisa Yamakawa, Contract Specialist
4401 Boothby Hill Avenue, Room 316
Aberdeen Proving Ground, Maryland 21005-3013

Microsoft Office 2000 software or higher shall be used to create the required .xls, .ppt and .doc files. Adobe Acrobat Version 7.0 or higher shall be used to create .pdf files. The electronic proposal **shall consist of separate files** as set forth and named in the table below. Total email size (including attachments) shall be under 10MB to ensure timely receipt:

<u>File Content</u>	<u>Page Limit</u>
Technical Proposal	10 (single-sided)
Delivery Proposal	no limit
Past Performance Proposal	no limit
QMS Submission	no limit
Price Proposal	no limit
Solicitation Documentation	no limit

All information that the offeror wishes to have considered shall be submitted with the initial proposal. The information in the proposal shall be presented in a clear, coherent and concise manner sufficient to demonstrate a

clear understanding of contract requirements and method of accomplishing these requirements. Vague or terse statements such as “will comply”, “noted” and “understood”, etc. are not acceptable.

In order to reduce proposal size, offerors shall submit only essential matters sufficient to clearly present their approach and provide an adequate basis for evaluation. Technical portion of the proposals will be limited to ten (10) pages (not including the ballistic test report) per plate variant to which the offeror is bidding on. A page printed on both sides will be counted as two (2) pages. Pages containing text shall be typewritten, on 8 ½ x 11 inch paper. Drawings or other graphics should be reduced to the extent legibility is not lost. Each page shall be single spaced with a minimum of twelve (12) point font and one (1) inch margins. All pages shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. The price proposal does not have a page limitation.

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

The evaluation will be limited to the information provided and nothing will be assumed. For proposals to be evaluated as meeting the minimum requirements, the offeror shall furnish enough definitive supportive information on the factor areas to effectively describe the Offeror's capability to adequately support the solicitation requirements. Proposals furnishing a more comprehensive in-depth technical program that can display the Offeror's extensive abilities, experience and organizational management expertise and capability which more than adequately support the solicitation requirements may be evaluated as exceeding the minimum requirements. The evaluators will utilize the offeror's response to the solicitation as a vehicle for validating the offeror's understanding and capability to perform as it relates to each of the evaluation criteria.

The Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. All inconsistencies, whether real or apparent, between promised performance and price shall be explained in the proposal. Unexplained inconsistencies resulting from the Offeror's lack of understanding of the nature and scope of work for the overall solicitation or their lack of financial ability to perform the contract may be grounds for rejection of the proposal.

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 (if warranted), into the contract.

Offerors shall provide the following with their offers:

One (1) Medium SPCS Bid sample shall be delivered to MAJ Scott J. Madore at the following address:

PM Soldier Protective Equipment
ATTN: MAJ Scott J. Madore
10170 Beach Road, Building 328T
Fort Belvoir, Virginia 22060

Factor I - Technical:

File Naming Convention: First two initials of your companyname_TECHNICAL_13R0027

The following describes the technical information required to be provided by offerors:

The Offeror's technical proposal shall consist of the submission of both bid samples and technical narrative as follows.

Bid Sample: Bid Sample will be physically inspected to determine the size, fit, and area of coverage as well as to evaluate the design and workmanship of the product, as well as confirm that the fully constructed bid sample consists of the same material as the ballistic material build sheet and the un-sewn front half of the ballistic material system. The quantity of bid samples to be submitted is:

Table 7 – Bid Sample Quantities

SIZE	QUANTITY
Medium	1

The offeror shall also provide the following documentation/material with their Bid Samples:

1. Ballistic material build sheet.
2. Un-sewn front half of ballistic material system.

Proposals Narratives: Proposal narratives must demonstrate that the minimum requirements for the Technical Sub-Factors 1-4 are met in accordance with the PD. In addition, proposal narratives shall indicate how well independent test data demonstrates minimum ballistics requirements are met. Consideration of risk in conjunction with the strengths, weaknesses and deficiencies will be considered in determining a technical rating.

- a. Sub-Factor 1: Ballistic Performance. Offerors shall submit test data, as documented in written reports, from Aberdeen Test Center or a certified NIJ lab and must meet ballistic test requirements IAW the PDM Protocols contained within the PD. Test reports submitted to verify ballistic performance must be complete and unaltered.
- b. Sub-Factor 2: Weight. All PDM test articles submitted to the NIJ lab shall be weighed using a calibrated scale and be documented in the ATC or a certified NIJ lab ballistic test report that will be submitted as part of the offerors' proposals.
- c. Sub-Factor(s) 3 & 4: Size, Fit, & Area of Coverage and Design & Workmanship: . Offerors shall submit one (1) Medium bid sample to demonstrate how well their SPCS meets Size, Fit, and Area of Coverage requirements and to demonstrate the product proposed is able to meet all minimum product Design & Workmanship requirements as stated in the SPCS PD.

Factor II – Delivery:

File Naming Convention: First two initials of your company name_DELIVERY_13R0027

Offerors shall submit a detailed Delivery Proposal that includes a schedule that meets the required deliveries of twenty-five thousand (25,000) OCP SPCS units not later than one hundred & twenty (120) days after FAT approval, with the initial five thousand (5,000) units delivered thirty (30) days after FAT approval, and the final twenty thousand (20,000) units delivered not later than one hundred & twenty (120) days after FAT approval, for a total of twenty-five thousand (25,000) OCP SPCS units. Accelerated or early deliveries are acceptable.

Factor III - Past Performance

File Naming Convention: First two initials of your company name_PP_13R0027

Offerors shall submit a list of all Government contracts (prime and major subcontracts in performance or awarded) during the past five (5) years, which are relevant to the efforts required by this solicitation. Relevant efforts are defined as similar in nature to the effort required by this solicitation involving engineering development for body armor systems. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Past Performance Proposal shall be organized into the following sections:

(1) Section 1 - Contract Descriptions. This section shall include the following information in the following format:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, email address, and telephone and fax numbers);

(b) Government contracting activity, and current address, Procuring Contracting Officer's name, email address, telephone and fax numbers;

(c) Government's technical representative/COR, and current email address, telephone and fax numbers;

(d) Government contract administration activity and the Administrative Contracting Officer's name, and current email address, telephone and fax numbers;

(e) Government contract administration activity's Pre-Award Monitor's name, and current email address, telephone and fax numbers;

(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also;

(g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc));

(h) Awarded price/cost;

(i) Final or projected final price/cost;

(j) Original delivery schedule, including dates of start and completion of work; and

(k) Final, or projected final, delivery schedule, including dates of start and completion of work.

(2) Section 2 – Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. In addition, Offerors shall include a narrative discussing the following, if applicable:

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination; and

(b) For all contracts, the offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the offeror's delivered product.

(3) Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW subparagraph number. This includes all subcontractors who will be providing critical hardware/services or whose subcontract is for more than twenty percent (20%) of the total proposed price.

(4) Section 4 - New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(5) Past Performance Assessment Questionnaire. For all contracts identified in Section 1, Past Performance Assessment Questionnaires must be completed and submitted. The Offeror shall complete Part I of the Past Performance Assessment Questionnaire and email the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract.

The Government POC's shall be instructed, by the Offeror, to electronically complete Part II of the questionnaire and return the entire questionnaire to Lisa J. Yamakawa at lisa.j.yamakawa.civ@mail.mil within thirty (30) calendar days of the release of the solicitation.

In addition, each offeror shall also provide a list of all the Government POC's who were sent the Past Performance Assessment Questionnaire. Lisa J. Yamakawa must receive this list within twenty (20) calendar days after release of the solicitation. The POC List shall be submitted in Word for Windows Table Format to include the following fields:

- (a) Solicitation Number;
- (b) Company Name;
- (c) Contract Number;
- (d) Government Agency;
- (e) POC Last Name, First Name;
- (f) POC Title;
- (g) POC Telephone Number;
- (h) POC Email Address; and
- (i) Date Emailed to POC (month/day).

Factor IV – Quality Management System (QMS):

File Naming Convention: First two initials of your company name_QMS_13R0027

The Offeror shall submit the Quality Manual and supporting documentation as part of the proposal, meeting the minimum requirements detailed in the contract. The submission shall show that the Offeror understands and intends to meet the requirement for ISO 9001:2008 compliance. The submission must include: the scope of the quality management system, the documented procedures established for the quality management system, and a description of the interaction between the processes of the quality management system. All policies or procedures describing the activities needed to implement the ISO 9001:2008 compliant system shall be submitted in their entirety. Records or objective evidence of compliance to ISO 9001:2008 are encouraged to be submitted. If the Offeror is ISO 9001:2008 registered, submission of the current registration certificate is encouraged as well as a description of the interaction between the processes of the quality management system.

Factor V - Price

File Naming Convention: First two initials of your company name_PRICE_13R0027

For each Year (1-3): The Offeror shall enter the unit and extended price for each item in each size, at Attachment # 4: Pricing Spreadsheet, as part of their Price Proposal.

Solicitation Documentation: Offerors shall submit:

File Naming Convention: First two initials of your company name_SOLICITATION_13R0027

Item No.	Item Description	Submit To:
1.	Completed and Signed Standard Form (SF) 33	Lisa.j.yamakawa.civ@mail.mil
1a.	Signed Solicitation Amendments (if applicable)	Lisa.j.yamakawa.civ@mail.mil
1b.	Completed Contractor Representations and Certifications at Section K as follows: <ul style="list-style-type: none"> • Federal Acquisition Regulations (FAR) 52.203-2; • FAR 52.204-8; • FAR 52.209-7; • FAR 52.215-6; • FAR 52.225-2; • Department of Defense Federal Acquisition Regulations Supplement (DFARS) 252.209-7002; and • DFARS 252.247-7022. 	Lisa.j.yamakawa.civ@mail.mil
2.	Proposals for: Technical, Delivery, Past Performance, QMS, and Price.	Lisa.j.yamakawa.civ@mail.mil

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	DEC 2012
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm, fixed price (FFP) Requirements-type** 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 on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Contracting Command-Aberdeen Proving Ground (ACC-APG), ATTN: Carol J. Tyree, 4401 Boothby Hill Avenue, Room 316, Aberdeen Proving Ground, MD 21005

(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)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS

Factor I – Technical: The Technical Factor is comprised of the 4 Sub-Factors:

- Sub-Factor 1: Ballistic Performance [LOW/MEDIUM/HIGH]
- Sub-Factor 2: Weight [PASS/FAIL]
- Sub-Factor 3: Size, Fit, and Area of Coverage [PASS/FAIL]
- Sub-Factor 4: Design and Workmanship [PASS/FAIL]

Offerors will be evaluated against the technical requirements listed in the OCP SPCS Purchase Description (PD), AR/PD 10-04, which will be provided to each offeror.

- Sub-Factor 1- Ballistic performance will be rated using the criteria in Table 1 below. Offerors must provide independent ballistic test data, from either Aberdeen Test Center (ATC) or a National Institute of Justice (NIJ) certified laboratory that meets or exceeds the test requirements stated in Table 1. The Offeror will be rated higher or lower depending on how many of the ballistics requirements are met.

- Sub-Factors 2 thru 4 -These Sub-Factors will be rated on a PASS/FAIL basis. If the offeror fails any of these, the proposal will be rated unacceptable and will not be considered for an award.

Proposals must demonstrate that the minimum requirements for Sub-Factors 1-4 are met in accordance with the PD, including how well independent test data demonstrates that minimum ballistics requirements are met. One bid sample will be visibly and physically inspected to assess the Weight; Size, Fit & Area of Coverage; and Design & Workmanship requirements. The technical evaluation will be conducted at the sub-factor level and an overall Technical rating will be assigned in consideration of the four (4) Technical Sub-Factors. The Sub-Factors will be rated using **Tables 1 and 2** below. An overall rating for the Technical Factor will be recorded in **Table 3** below. Any Technical Sub-Factor rating of “FAIL” will result in an overall Technical rating of “FAIL”.

Table 1 – Technical Sub-Factor Requirement for Ballistic Performance

TEST TYPE*	REQUIREMENT (RANGE)	TEST RESULTS	LOW √	MEDIUM √	HIGH √	FAIL √
9-mm V0 BFD	No Complete Penetrations					
	Low Rating 90/90 BFD UTL 40.0 mm – 44.0 mm					
	Medium Rating 90/90 BFD UTL 34.0 mm – 39.9 mm					
	High Rating 90/90 BFD UTL < 33.9 mm					
9-mm V50 Sea Water	Must Meet or Exceed 1525 ft/s					
	Low Rating 1525 ft/s – 1650 ft/s					
	Medium Rating 1651 ft/s – 1800 ft/s					

	High Rating > 1800 f/s					
17-grain FSP V50 Ambient	Low Rating 1850 ft/s – 2000 ft/s Medium Rating 2001 ft/s – 2200 ft/s High Rating > 2201 ft/s					
17-grain FSP V50 Hot/Cold Accel. Age	Low Rating 1800 ft/s – 1950 ft/s Medium Rating 1951 ft/s – 2150 ft/s High Rating > 2150 ft/s					
17-grain FSP V50 POL	Low Rating 1700 ft/s – 1850 ft/s Medium Rating 1851 ft/s – 2050 ft/s High Rating > 2050 ft/s					
OVERALL RATING FOR SUB-FACTOR 1 (L/M/H/F):						

* The above testing shall be conducted in the manner outlined in the preliminary design model (PDM) testing requirements attached to the solicitation. All testing shall be conducted on 15 inch x 15 inch shoot packs that are representative of the SPCS end item.

System Weight Measurements – System weight measurements of the entire SPCS with the cummerbund system will be measured by the source selection board, using a calibrated scale. Areal Density measurements of the proposed ballistic material shall be measured by the NIJ lab conducting the PDM testing in a manner outlined in the PDM testing requirement. The areal density measurement must be provided as part of the independent test data. Areal density compliance with the PD will be considered by the source selection board as part of the Weight Technical Sub-Factor for compliance with the PD.

Table 2 – Sub-Factor Requirements for Weight; Size, Fit, & Area of Coverage; and Design & Workmanship

CRITERIA	PD SECTION	MINIMUM ACCEPTABLE	PASS/FAIL
WEIGHT	3.3, 3.5, 3.7, 4.5.6, 4.6.2, Appendix A, Appendix C	In accordance with the PD.	
SIZE	1.2, 3.2.4.1, 3.2.10, 3.3, 3.4, 3.5, 3.6, 3.7	In accordance with the PD.	
FIT	3.4	All plates can be easily inserted into plate pouches by one person without the use of force or special tools.	
AREA OF COVERAGE	3.3.1, 3.5.2.2, 4.5.5, Appendix A, Table I	A minimum of 1” overlap of ballistic material around all sides of torso plates.	
DESIGN/ WORKMANSHIP	3.3, Engineering Drawings and Patterns, Appendix C	In accordance with the PD.	

Table 3– Overall Technical Factor Rating

OFFEROR 1, 2, 3 ETC.	
TECHNICAL SUB-FACTOR	RATING RESULT*
BALLISTIC PERFORMANCE	LOW/MEDIUM/HIGH/FAIL
WEIGHT	PASS/FAIL
SIZE, FIT, AND AREA OF COVERAGE	PASS/FAIL
DESIGN AND WORKMANSHIP	PASS/FAIL

*OVERALL TECHNICAL RATING (LOW/MEDIUM/HIGH/FAIL):	<hr/>
--	-------

*Any Technical Sub-Factor rating of “FAIL” will result in an overall Technical rating of “FAIL”

Factor II – Delivery [PASS/FAIL]:

The Delivery Factor will be rated on a PASS/FAIL basis depending on offerors ability to meet the delivery requirements. Proposals must include a detailed schedule that illustrates the Offerors’ ability to meet the required deliveries of twenty-five thousand (25,000) OCP SPCS units NLT one hundred and twenty (120) days after FAT approval. Offerors must show they are capable of delivering the initial five thousand (5,000) OCP SPCS thirty (30) days after FAT approval and the remaining twenty thousand (20,000) OCP SPCS units delivered NLT one hundred and twenty (120) days after FAT approval. Accelerated or early deliveries are acceptable.

Factor III- Past Performance [PASS/FAIL]:

The Past Performance Factor is comprised of the following two (2) Sub-Factors, which are of equal importance:

- Sub-Factor 1: Relevancy
- Sub-Factor 2: Confidence

Sub-Factor 1 is the evaluation of the offeror’s present/past performance to determine how “relevant” recent efforts accomplished by the offeror are to the effort being acquired, and Sub-Factor 2 is a determination of how well the offeror performed on the contracts. Proposals will be evaluated for Relevancy and Confidence as determined by a subjective evaluation of the offeror’s past experience, as evidenced in their proposal, and an objective evaluation of the number of years of experience the offeror has in the successful manufacture and delivery of similar systems. The proposals should address the number of years of related experience the offeror has in the successful manufacture and delivery of similar items.

Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the offeror’s proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided.

Results will be based on an evaluation of information that is provided by offeror’s references, the CPARS system, and other historical and past performance data. Following the evaluation, a relevancy rating and confidence assessment will be assigned based on a consensus of the evaluation team members.

Sub-Factor 1: Relevancy. Past Performance Relevancy will be rated using the following adjectival descriptions:

Table 4– Past Performance Relevancy Rating

Rating	Past Performance Relevancy
RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
NOT RELEVANT	Present/past performance effort involved little or none of the scope of magnitude of effort and complexities this solicitation requires.

Sub-Factor 2: Confidence. Past Performance Confidence will be rated using the following adjectival descriptions of acceptable/unacceptable:

Table 5 – Past Performance Confidence Rating

Rating	Past Performance Confidence
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, or the offeror's performance is unknown. (*see note below)
NO CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has no reasonable 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.

Factor IV – Quality Management System (QMS) [PASS/FAIL]:

The Offeror shall submit the Quality Manual and supporting documentation as part of the proposal. The submission shall show that the Offeror understands and intends to meet the requirement for ISO 9001:2008 compliance. The submission must include: the scope of the quality management system, the documented procedures established for the quality management system, and a description of the interaction between the processes of the quality management system. All policies or procedures describing the activities needed to implement the ISO 9001:2008 compliant system shall be submitted in their entirety. Records or objective evidence of compliance to ISO 9001:2008 are also encouraged to be submitted. If the Offeror is ISO 9001:2008 registered, submission of the current registration certificate is encouraged as well. The Offeror's proposal will be evaluated and an overall rating will be assigned based on the degree to which the proposal met the requirements, using the QMS risk ratings in **Table 6**.

The QMS will be rated using the following adjectival descriptions:

Table 6 – Quality Management System (QMS) Rating

Rating	Description
Acceptable (PASS)	Proposal clearly demonstrates the Offeror understands and intends to meet the requirement for ISO 9001:2008 compliance.
Unacceptable (FAIL)(FAIL)	Proposal does not clearly demonstrate the Offeror understands and intends to meet the requirement for ISO 9001:2008 compliance.

Factor V - Price

The Price Factor will be evaluated for reasonableness. This is a firm fixed-price contract. ACC-APG will evaluate the price proposal based on the total FOB Destination price. Offerors shall provide OCP SPCS unit prices by size (X-Small, Small, Medium, Large, X-Large, and XX-Large) and the total price proposed for the maximum quantity for each year. ACC-APG will evaluate price based on the total price for the maximum quantity of all items across the entire three year ordering period. A best value trade-off analysis will be made between the Technical Sub-Factor of Ballistic Performance and the Price Factor. An offeror with a higher total price could be awarded a contract if their ballistic performance data is significantly better than the other offerors.

BASIS FOR AWARD

The Government expects to make a single award, based on a "best value" evaluation of the proposals submitted, to the responsible offeror found to be technically acceptable in Weight, Size, Fit & Area of Coverage, Design & Workmanship, Delivery, Past Performance, and QMS and whose Ballistic Performance represents the best value in a trade-off with Price. Ballistic Performance is significantly more important than price.

Offerors must be found technically acceptable by meeting all “PASS/FAIL” criteria to be further evaluated to determine which offer represents the best value to the Government. Offerors are cautioned that the award may not necessarily be made to the lowest priced offeror.

The Government reserves the right to award without discussions.