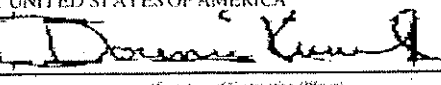


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9		PAGE OF PAGES 1 29	
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-06-D-3071		3. EFFECTIVE DATE 25 Sep 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MCSC CONTRACTING OFFICES CODE: CTC 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		6. ADMINISTERED BY (If other than Item 5) DCMA PHOENIX TWO RENAISSANCE SQUARE SUITE 400 40 NORTH CENTRAL AVE PHOENIX AZ 85004-4424		CODE S0302A SCD: A	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) ARMORWORKS, INC. JOHN LIGHTSINN 7306 SOUTH HARL AVENUE TEMPE AZ 85283				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block 6			
CODE 06DJ7		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381			
11. SHIP TO/MARK FOR See Schedule		CODE		CODE HQ0339			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							\$19,829,577.38
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	22 - 26
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	10 - 14	X	J	LIST OF ATTACHMENTS	27
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	17 - 18				
X	G	CONTRACT ADMINISTRATION DATA	19 - 20	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	21	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the specifications of any and all such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-06-R-3031-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		20C. DATE SIGNED 25-Sep-2006	

SECTION B - SUPPLIES OR SERVICES AND PRICES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	First Article Test Units - Plates FFP Enhanced Side Small Arms Protective Insert (S-SAPI) as per Attachment J.1 Purchase Description CO/PD 06-20 Personal Armor, dated 12 January 2006, and in accordance with Attachment J.2 Testing Instructions - First Article Test - ESBI CO/PD 06-20, Attachment J.4 ESBI Drawing No. 2-6-270, dated 3 January 2006, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. Offeror shall also deliver the required simulant/surrogate shootpacks in accordance with Attachment J.1 paragraph 6.10. FOB: Destination	(b)(4)	Set	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Systems Safety Hazard Analysis Report FFP Systems Safety Hazard Analysis Report in accordance with the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract. FOB: Destination		Each		NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	First Article Test Units - Carriers FFP Enhanced Side Small Arms Protective Inserts (S-SAPI) ballistic carriers as per Attachment J.6 Purchase Description CO/PD 06-24, dated 31 January 2006, and in accordance with Attachment J.7 ESBI Carrier - PDS First Article Testing, Attachment J.9 ESBI Carrier Assembly Instructions, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. FOB: Destination	1	Set	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Enhanced S-SAPI Plates and Use and Care Manual FFP		Set		
	Enhanced Side Small Arms Protective Insert (S-SAPI) as per Attachment J.1 Purchase Description CO/PD 06-20 Personal Armor, dated 12 January 2006, and in accordance with Attachment J.3 ESBI Q/A Test Protocol - CO/PD 06-20, Attachment J.4 ESBI Drawing No. 2-6-270, dated 3 January 2006, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. Contractor shall also provide a Use and Care Manual with each set in accordance with Section C and the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract.				
	FOB: Destination				

NET AMT

\$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Enhanced S-SAPI Plates	0003	1.00	500.00	(b)(4)
		501.00	2,000.00	
		2,001.00	10,000.00	
		10,001.00	54,420.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Enhanced S-SAPI Plates and Use and Care Manual FFP	(b)(4)	Set	(b)(4)	(b)(4)
	FOB: Destination				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Enhanced S-SAPI Ballistic Carrier and Use and Care Manual FFP Enhanced Side Small Arms Protective Inserts (S-SAPI) ballistic carriers as per Attachment J.6 Purchase Description CO/PD 06-24, dated 31 January 2006, and in accordance with Attachment J.8 ESBI Carrier QA Procedures, Attachment J.9 ESBI Carrier Assembly Instructions, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. Contractor shall also provide a Use and Care Manual with each set in accordance with Section C and the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract. FOB: Destination		Set		

NET AMT

\$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Enhanced S-SAPI Ballistic Carriers	0004	1.00	500.00	(b)(4)
		501.00	2,000.00	(b)(4)
		2,001.00	10,000.00	(b)(4)
		10,001.00	54,420.00	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Enhanced S-SAPI Ballistic Carrier and Use and Care Manual FFP FOB: Destination	(b)(4)	Set	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Contract Status Report FFP	1	Lot		NSP
	Contractor shall provide a Contract Status Report on a monthly basis in accordance with the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Enhanced S-SAPI Plates and Use and Care Manual FFP		Set		
OPTION	Enhanced Side Small Arms Protective Insert (S-SAPI) as per Attachment J.1 Purchase Description CO/PD 06-20 Personal Armor, dated 12 January 2006, and in accordance with Attachment J.3 ESBI Q/A Test Protocol - CO/PD 06-20, Attachment J.4 ESBI Drawing No. 2-6-270, dated 3 January 2006, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. Contractor shall also provide a Use and Care Manual with each set in accordance with Section C and the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract.				
	FOB: Destination				

NET AMT

\$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Enhanced S-SAPI Plates	0006	1.00	500.00	(b)(4)
		501.00	2,000.00	
		2,001.00	10,000.00	
		10,001.00	12,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Enhanced S-SAPI Plates/Care Manual FFP	(b)(4)	Set	(b)(4)	(b)(4)
OPTION	FOB: Destination				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Set		
OPTION	Enhanced S-SAPI Ballistic Carrier and Use and Care Manual FFP				
	Enhanced Side Small Arms Protective Inserts (S-SAPI) ballistic carriers as per Attachment J.6 Purchase Description CO/PD 06-24, dated 31 January 2006, and in accordance with Attachment J.8 ESBI Carrier QA Procedures, Attachment J.9 ESBI Carrier Assembly Instructions, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. Contractor shall also provide a Use and Care Manual with each set in accordance with Section C and the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract.				
	FOB: Destination				

NET AMT

\$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Enhanced S-SAPI Carriers	0007	1.00	500.00	(b)(4)
		501.00	2,000.00	
		2,001.00	10,000.00	
		10,001.00	12,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		(b)(4)	Set	(b)(4)	(b)(4)
OPTION	Enhanced S-SAPI Ballistic Carrier and Use and Care Manual FFP				
	FOB: Destination				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		NSP
OPTION	Contract Status Report FFP				
	Contractor shall provide a Contract Status Report on a monthly basis in accordance with the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Set		
OPTION	Enhanced S-SAPI Plates and Use and Care Manual FFP Enhanced Side Small Arms Protective Insert (S-SAPI) as per Attachment J.1 Purchase Description CO/PD 06-20 Personal Armor, dated 12 January 2006, and in accordance with Attachment J.3 ESBI Q/A Test Protocol - CO/PD 06-20, Attachment J.4 ESBI Drawing No. 2-6-270, dated 3 January 2006, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. Contractor shall also provide a Use and Care Manual with each set in accordance with Section C and the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract. FOB: Destination				

NET AMT

\$0.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Enhanced S-SAPI Plates	0009	1.00	500.00	(b)(4)
		501.00	2,000.00	
		2,001.00	10,000.00	
		10,001.00	12,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA		(b)(4)	Set	(b)(4)	(b)(4)
OPTION	Enhanced S-SAPI Plates and Use and Care Manual FFP FOB: Destination				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		(b)(4)	Set	(b)(4)	(b)(4)
OPTION	Enhanced S-SAPI Ballistic Carrier and Use and Care Manual FFP				
	Enhanced Side Small Arms Protective Inserts (S-SAPI) ballistic carriers as per Attachment J.6 Purchase Description CO/PD 06-24, dated 31 January 2006, and in accordance with Attachment J.8 ESBI Carrier QA Procedures, Attachment J.9 ESBI Carrier Assembly Instructions, and Attachment J.5 Body Armor Multiple Threat - CO/PD 00-02F, dated 21 March 2005. Contractor shall also provide a Use and Care Manual with each set in accordance with Section C and the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract.				
	FOB: Destination				

NET AMT

(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Enhanced S-SAPI Carriers	0010	1.00	500.00	(b)(4)
		501.00	2,000.00	
		2,001.00	10,000.00	
		10,001.00	12,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0011		1	Lot		
OPTION	Contract Status Report FFP				
	Contractor shall provide a Contract Status Report on a monthly basis in accordance with the Contract Data Requirements List (DD Form 1423) provided as Exhibit A to this contract.				
	FOB: Destination				

B-2 BERRY AMENDMENT COMPLIANCE

The Defense Appropriations and Authorizations Acts and other Statutes (including what is commonly referred to as the "Berry Amendment") imposes restrictions on the DOD's acquisition of foreign products and services.

A preference for certain domestic commodities is required by 10 USC 2533a and DFARS 252.225-7012. These references require the Department of Defense to acquire specific end items or components that have been grown, reprocessed, reused, or produced in the United States. Items provided under this contract shall be compliant with the above references.

B-3 UNRESTRICTED PORTION

CONTRACT MINIMUM AND MAXIMUM LIMITATIONS:

Minimum: 500 sets

Maximum: 78,420 sets

DELIVERY ORDER MINIMUM AND MAXIMUM LIMITATIONS:

Minimum Order: 28 each

Maximum Order: 25,000 sets

B-4 OPTION CLINs

The Government may unilaterally exercise any or all option Contract Line Item Numbers (CLINs 0006 - 0011) on an ID/IQ basis within 48 months of contract award pursuant to the options clause of the contract.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND. The U.S. Marine Corps (USMC) has a requirement for Enhanced Side Small Arms Protective Inserts (S-SAPI) and ballistic carriers to provide increased side torso protection for Marines. The enhanced S-SAPI system consists of interchangeable plates that are inserted into ballistic carriers attached to the sides of a Marine's Outer Tactical Vest. The inserts, which provide a Marine increased protection from small arms rifle fire and indirect fragments, support the armor protection level concept, which focuses on adding modular body armor components to the OTV to provide the optimum level of individual protection for a given mission and threat.

C.2 SCOPE

C.2.1 General. The Contractor shall furnish the services, personnel, facilities, equipment and materials required to design, produce and deliver the enhanced S-SAPIs and ballistic carriers ordered under this contract in accordance with the performance specifications, entitled "Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI)," provided as Attachment J.1 to this solicitation, and "Purchase Description CO/PD 06-24, Carrier, Personal Armor, ESBI," provided as Attachment J.6 to this solicitation, and in accordance with the delivery schedule proposed by the offeror under Section F. The enhanced S-SAPI system components shall be delivered without defects and without durability or ballistic failures. The Contractor shall also accomplish any additional requirements set forth in this Statement of Work. NOTE: Attachment J.1 Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI) paragraph 6.9, the National Stock Number will be issued after contract award.

C.2.2 Operation Security. Security of ballistic data generated under this contract shall comply with the DD 254, Contract Security Classification Specification provided as Attachment J.12 to this solicitation.

C.2.3 Revisions.

C.2.3.1 Applicable paragraphs in Attachment J.1, Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI) are hereby revised as follows:

3.6.3 Weight. The finished ESBI will not exceed the following weights:

ESBI 2.3 lbs objective, 3.0 lbs maximum

All ESBI's shall have a finished uniform density. Uniform materials shall be used throughout the entire insert.

NOTE: Paragraph 3.6.8.3 Complete ESBI Markings states the ESBI shall be marked with the federal stock number. The stock number will be issued at time of award (see paragraph 6.9 below).

3.6.4 Dimensional measurements. The ESBI shall conform to all measurements, tolerances, radius and edge chamfers provided in Drawings (Para 2.2.2) and paragraph 4.6.4 and 4.6.5 except for the following: width dimension shall be 6 inches versus 7 inches.

6.9 National Stock Numbers.

ESBI To Be Determined After Award

6.10 Simulant/Surrogate Shoot Pack.

Revised to ADD the following to the end of the section: Offerors may substitute readily available materials, provided materials used meet the specifications.

C.2.3.2 Attachment J.4 ESBI Drawing No. 2-6-270, dated 3 January 2006 is revised as follows: width dimension shall be 6 inches versus 7 inches.

C.2.3.3 Attachment J.9 ESBI Carrier Assembly Instructions shall reference a 6" x 8" insert.

C.2.3.4 Applicable paragraphs in Attachment J.6, Purchase Description CO/PD 06-24, Carrier, Personal Armor, Enhanced Side Ballistic Insert (ESBI) are hereby revised as follows:

3.6.5 Carrier Color. All areas of the Carrier shall be colored Coyote 498 as specified in paragraph 4.6.5. with the infrared reflectance values as provided below:

Infrared Reflectance Requirements for Coyote 498		
Wavelength (nanometers)	Minimum Reflectance (%)	Maximum Reflectance (%)
600	8	20
620	8	20
640	8	22
660	8	24
680	10	24
700	14	24
720	16	28
740	20	34
760	30	44
780	40	50
800	45	56
820	50	58
840	52	58
860	52	62

4.6.5 Carrier Color Inspection. Visually inspect the Carriers for similarity to the standard sample Coyote 498 color as specified in the contract.

C.2.3.5 Labels. Label requirements for the enhanced S-SAPIs are contained in Attachment J.1, Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI). The ballistic carriers shall also include labels permanently affixed to prevent loss. Carrier labels shall include the following information: the nomenclature, manufacturer's code and name, contract number, lot/serial number, date of manufacture, and a warning that wear with the enhanced S-SAPI plate is required for ballistic protection.

C.3 TECHNICAL DATA AND REPORTS

C.3.1 Use & Care Manual - A Use and Care Manual is required with each enhanced S-SAPI and ballistic carrier. The manual shall explain the purpose and performance characteristics of the enhanced S-SAPI and ballistic carrier, how the inserts are to be inserted into the carriers and then assembled with the Marine's Outer Tactical Vest, proper fitting, donning and doffing, safe use, cleaning and maintenance instructions, and instructions on when to turn the inserts and/or ballistic carriers in for repair or exchange. Manual shall also list safety precautions and procedures necessary during use, cleaning, storage, transportation and disposal. Manual shall be durable and easily readable. Manual for the enhanced S-SAPI shall not interfere with ballistic performance. (See Exhibit A001).

C.3.2 Contract Status Report - The Contractor shall provide a monthly contract status report (See Exhibit A002).

C.3.3 System Safety Hazard Analysis Report (SSHAR)- The Contractor shall deliver this report with the First Article Test Units after contract award (See Exhibit A003).

C.3.4 Material Safety Data Sheets (MSDS) – Shall be available for Government inspection (See Exhibit A004).

C.4. TASKS

C.4.1 Commercial Products/Standard Parts. The Contractor shall use commercial products, processes, and practices when possible to reduce production and operation support costs. In every case where it is technically and economically feasible, a standard part will be used rather than a non-standard part. A standard part is one that is routinely available in the Government inventory or commercial supply channels and is not sole source or proprietary in nature. Any non-standard part shall be identified.

C.4.2 Product Improvements. Future improvements are encouraged in weight reduction, durability, ballistic performance and cost during the contract term through the use of Engineering Change Proposals, Value Engineering Proposals, Manufacturing Technology, and Operation Support Cost Reduction. Product improvements may be proposed by either the contractor or Government to eliminate operational shortcomings, improve operational effectiveness, accommodate fielding requirements, or provide savings to the Government.

C.4.3 Engineering Change Proposal (ECP). The contractor is encouraged to submit an ECP at its own initiative and own expense. The contractor may be required to submit Production Demonstration Samples (PDS) or portion of a PDS to demonstrate the effectiveness of the proposal. Technologies that reduce the enhanced S-SAPI weight without degradation of other performance characteristics, and/or increase performance, durability, and service life are a priority.

C.4.4 Value Engineering Change Proposal (VECP). A VECP is an incentive for the contractor to aggressively seek ways to reduce the enhanced S-SAPI system production or operation and support costs, yet not affecting required enhanced S-SAPI system performance. If the government approves the VECP, the contractor will share in a percentage of the resulting cost savings.

C.5 TEST AND EVALUATION

C.5.1 First Article Test.

C.5.1.1 Enhanced Side Small Arms Protective Insert

C.5.1.1.1 ESBI First Article Test. The government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing (clause is included in full text in Section I of this solicitation). ESBI FAT requirements are provided as Attachment J.2, Testing Instruction – First Article Test – ESBI – CO/PD 06-20, and summarized in “Table 1 – Requirements and Verifications” of CO/PD 06-20. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in the CO/PD 06-20 provided as Attachment J.1 to this solicitation.

C.5.1.1.2 ESBI First Article Test Unit Delivery. The contractor shall deliver 28 enhanced S-SAPI First Article Test Units within 45 days of contract award (delivery address is provided in F-1).

C.5.1.2 Ballistic Carrier

C.5.1.2.1 Ballistic Carrier First Article Test. The government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing (clause is included in full text in Section I of this solicitation). Carrier FAT requirements are provided as Attachment J.7, ESBI Carrier PDS/First Article Testing. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in the CO/PD 06-24 provided as Attachment J.6 to this solicitation.

C.5.1.2.2 Ballistic Carrier First Article Test Unit Delivery. The contractor shall deliver 2 ballistic carrier First Article Test Units within 45 days of contract award (delivery address is provided in F-1).

C.5.2 Lot Testing/Ballistic Verification.

C.5.2.1 ESBI QA Testing. Items produced shall be subject to the requirements contained in Attachment J.3, ESBI Q/A Test Protocol – CO/PD 06-20. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in CO/PD 06-20 provided as Attachment J.1 to this solicitation. Copies of all ballistic testing reports shall be submitted to the point of contact identified in paragraph C.5.2.5 below. The contractor is advised to direct the testing laboratory to submit reports directly point of contact identified in paragraph C.5.2.5 below.

C.5.2.2 Ballistic Carrier QA Testing. Items produced shall be subject to the requirements contained in Attachment J.8, ESBI Carrier QA Procedures. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in CO/PD 06-24 provided as Attachment J.6 to this solicitation. Copies of all ballistic testing reports shall be submitted to the point of contact identified in paragraph C.5.2.5 below. The contractor is advised to direct the testing laboratory to submit reports directly point of contact identified in paragraph C.5.2.5 below.

C.5.2.3 The Contractor shall provide measurements and certificates of conformance for all in-process material inspections needed to meet the minimum requirements of the enhanced S-SAPI and ballistic carrier performance specifications. Government ballistic testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. The contractor shall assign serial numbers for each enhanced S-SAPI and ballistic carrier produced, and the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) shall identify randomly selected serial numbered components to be pulled from production for purposes of ballistic testing. The DCMA QAR will also evaluate items against the non-ballistic requirements set forth in the Purchase Description before items are subjected to ballistic testing. Lot or batch size for purposes of acceptance testing will be determined by the contractor. Random samples for lot testing will be selected according to the ESBI Q/A Test Protocol presented in paragraph (f) below.

C.5.2.4 Lot testing will include elements from the contractor's proposed and Government approved QA plan. This quality plan shall ensure production items meet the requirements of the enhanced S-SAPI Purchase Description. Testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Testing shall be in accordance with the test and acceptance requirements listed at paragraph (f) below. At a minimum, the Government's ballistic threats and velocities for the inserts are those listed in CO/PD 06-20 (Attachment J.1 to this solicitation) paragraphs 3.9.2 and 3.9.3. Ballistic validation testing for the carrier shall be in accordance with CO/PD 00-02F (Attachment J.5 to this solicitation) and CO/PD 06-24 (Attachment J.6 to this solicitation). The contractor shall be responsible for test conduct at H.P. White Laboratory Inc., 3114 Scarboro Rd, Street, Maryland 21154-1822; POC: Don Dunn; PH: 410-838-6550; FAX: 410-838-2802; email: info@hpwhite.com. The Government (DCMA or contracting agency) shall be given notice and opportunity to witness all QA testing. The contractor shall bear the cost of all testing, except for the OTV vest panels or simulant shoot packs (CO/PD06-20 paragraph 6.10 or equivalent), which will be government furnished material (GFM) for QA Lot testing only. Enhanced S-SAPI plates consumed during QA lot testing will not be included as deliverable quantities under this contract.

C.5.2.5 The contractor shall receive notification of acceptance from the government (DCMA, contracting agency or designated authority) prior to shipping any lot. Designated authority for this contract includes:

Mr. Michael Codega
U.S. Army RDECOM
Attn: AMSRD-NSC-IP-MC (Mr. Michael Codega)
1 Kansas Street
Natick, MA 01760

TEL: 508.233.4224; FAX: 508.233.5985
Email: michael.codega@us.army.mil

C.5.2.6 While the scope of QA testing is limited in requirements, threat and conditions tested, it does not relieve the contractor from the full requirements of the Purchase Description. Nor shall it permit the contractor to present to the

Government any items that are known or suspected to be substandard merely on the basis of acceptable lot test results or the possibility of acceptable results if tested. The Government reserves the right to conduct varied or additional tests against any and all requirements of the Purchase Description at any time as a condition of acceptance.

C.5.2.7 Disposition of lot tested plates – After lot testing, shot plates shall be sent back to the contractor.

C.6 Program Manager. The contractor shall designate a Program Manager. This individual shall serve as the primary point of contact between the Government and contractor, and shall be responsible for the coordination of all Contractor activities related to the contract.

C.7 Post Award Conference. A Post Award Conference may be held if deemed necessary by the Government. If necessary, and at the behest of the Contracting Officer, the conference shall be hosted by the contractor within 45 days of contract award. The contractor and all significant subcontractors shall participate in the conference if held. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. To this end, discussions at the conference would focus upon project orientation, clarification and transfer of applicable background information, contract requirements, dispute resolution procedures, and identification of points of contact from contractor and Government organizations.

C.8 In Process Reviews (IPR). The contractor shall host and participate in IPRs as required, but initially, at a minimum, on a quarterly basis. The IPR initially reviews the progress of the Enhanced S-SAPI program until production ramp-up is complete and monthly production is running consistently. After reaching and sustaining full production, IPRs will be held when deemed appropriate by the Government. IPRs shall be conducted on dates mutually agreeable to the Government and the Contractor's Program Manager, who shall brief the production status and schedule, and any other issues related to contract execution.

C.9 Warranty. The Contractor warrants the Enhanced S-SAPI plates and ballistic carriers for workmanship, materials, design, and compliance with the performance specifications and all other requirements specified herein.

SECTION D - PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

(a) Packaging, for both the enhanced S-SAPI and ballistic carriers and any technical data to be shipped under the contract, shall be accomplished in accordance with standard commercial practices that ensure the items reach their final destination in their original condition.

(b) All shipping containers shall be marked with durable, legible print that includes quantities, serial and lot numbers (when enhanced S-SAPI and ballistic carriers are shipped), weight, and cube dimensions, as well as the contract and delivery order numbers and the Contractor's name and address.

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	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Origin	Government	Origin	Government
0003AA	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0004AA	Origin	Government	Origin	Government
0005	Destination	Government	Destination	Government
0006	Origin	Government	Origin	Government
0006AA	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0007AA	Origin	Government	Origin	Government
0008	Destination	Government	Destination	Government
0009	Origin	Government	Origin	Government
0009AA	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

E-2 QUALITY ASSURANCE

The contractor shall comply with ANSI/ASQC 9002-1994 "Quality Systems - Model for Quality Assurance in Production, Installation and Servicing" or equivalent best commercial process.

SECTION F - DELIVERIES OR PERFORMANCE**F-1 DELIVERY INFORMATION**

CLIN	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	45 DAYS AFTER CONTRACT AWARD	Each	(b)(4)	Destination	H.P. WHITE LABORATORY, INC DON DUNN 3114 SCARBORO ROAD STREET, MD 21154-1822 FOB: Destination
000101	See DD Form 1423s, Section J for details				
0002	45 DAYS AFTER CONTRACT AWARD	Each	2	Destination	See address above
0003	To Be Determined in Individual Delivery Orders	Set	Max: (b)(4)	Destination	To Be Determined in Individual Delivery Orders
0004	To Be Determined in Individual Delivery Orders	Set	Max: (b)(4)	Destination	To Be Determined in Individual Delivery Orders
0005	See DD Form 1423s, Section J for details				
0006	To Be Determined in Individual Delivery Orders	Set	Max: (b)(4)	Destination	To Be Determined in Individual Delivery Orders
0007	To Be Determined in Individual Delivery Orders	Set	Max: (b)(4)	Destination	To Be Determined in Individual Delivery Orders
0008	See DD Form 1423s, Section J for details				
0009	To Be Determined in Individual Delivery Orders	Set	Max: (b)(4)	Destination	To Be Determined in Individual Delivery Orders
0010	To Be Determined in Individual Delivery Orders	Set	Max: (b)(4)	Destination	To Be Determined in Individual Delivery Orders
0011	See DD Form 1423s, Section J for details				

F-2 DELIVERY DESTINATIONS

Although the Ship To Addresses will be determined in Subsequent Delivery Order modifications, the total estimated breakout where Ship To location is still "To Be Determined" might be as follows:

Location

I MEF

M98447

Traffic Management Officer

MF Consolidated Issue Facility LVI

Avenue A Bldg 2230, 22 Area

Camp Pendleton, CA 92055-5031

II MEF

M98446

Traffic Management Officer

MF Consolidated Issue Facility LVI

Fir and Center Streets Bldg 1501

Camp Lejeune, NC 28542-5000

M98448
 Traffic Management Officer
 MF Consolidated Issue Facility LVI
 Bldg 500 Bay 3, Camp Kinser 789-5458
 JA 901-2100 Okinawa, Japan

M98449
 Traffic Management Officer
 MF Consolidated Issue Facility LVI
 Mokapu Road, Bldg 4075
 MCHB Kaneohe Bay, HI 96863-5000

TECOM
 Various units still to be determined

Forward Deployed Units:
 FB4418-437 LRS/LGR DCO
 113 S. Bates St (Bldg 178)
 Charleston AFB, SC 29404-4718
 Attn: Patrick Logan
 Marine Expeditor
 DSN 673-5921
 Phone (843) 963-5921
 Fax (843) 963-7795

Mark For: USMC TMO-EAST
 OIF M/F MMX160
 AL TAQQADUM AB, II MEF IIP
 HABBANIYAH IQ

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

F-3 PROPOSED DELIVERY SCHEDULE (APPLICABLE TO CLINS 0003-0004, 0006-00007, and 0009-0010 ONLY)

UNRESTRICTED PORTION (MAX = 78,420)

Quantity (Finished Sets)	Delivery Within ____ Days after First Article Test Approval
ts per Month	45 Days after First Article Test Approval
ts per Month	60 Days after First Article Test Approval
ts per Month	90 Days after First Article Test Approval
ts per Month	120 Days after First Article Test Approval
ts per Month	180 Days after First Article Test Approval
ts per Month	360 Days after First Article Test Approval
ts per Month	720 Days after First Article Test Approval

SECTION G - CONTRACT ADMINISTRATION DATA**G-1 ACCOUNTING AND APPROPRIATION DATA**

Funding and associated accounting and appropriation data will be provided on each individual delivery order.

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2006)**

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.cb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.cb.mil/>.

The USMC WAWF-RA point of contact (POC) for this contract for DoDAAC M67854 is June Grundy and she can be reached at 703-432-3295 and by e-mail at june.grundy.ctr@usmc.mil.

The contractor is directed to use the Invoice and Receiving Report (Combo) NOT Fast Pay format when processing invoices and receiving reports.

Data entry information in WAWF:
Payment Office DoDAAC: HQ0339
Issue By DoDAAC: M67854
Admin. Office DoDAAC: S0302A
Ship To/Service Acceptor DoDAAC: S0302A
Contract Number: M67854-06-D-3071

*****SPECIAL NOTE*******Acceptor Code/Role for CLINs 0001 and 0002 - "M67854"**

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H-1 SECURITY REQUIREMENTS

Data generated in the performance of this contract may be classified up to the SECRET level. Therefore, all offerors will be required to possess a SECRET clearance or possess the ability to obtain one by award. A DD Form 254 is provided as Attachment J.10. For further guidance, refer to Security Classification Guide for Armor Materials, 30 JULY 1993, U.S. Army Research Laboratory and the Security Classification Guide for Interceptor Body Armor (IBA), 25 OCTOBER 2005, U.S. Project Manager Soldier Equipment.

Due to the nature of the body armor requirements, there is a need for operations security. The Government considers all documents handled or generated in conjunction with this procurement to be unclassified information of a sensitive and proprietary nature that must be protected against release to unauthorized individuals. Release of any information associated with this acquisition to any individual, firm or business is prohibited without the express written approval of the contracting officer. Further, product information shall not be shown, displayed, or discussed at any trade show, symposium, or any other medium without the express written approval of the contracting officer.

Reproduction of any documents provided by the Government is strictly prohibited without the express written approval of the contracting officer. Any indication that such information has been made available to unauthorized individuals may result in termination of the contract. Request for approval to release information submitted to the contracting officer for approval shall identify the specific information to be released, the medium to be used and the purpose of the release.

H-2 CONSIDERATION FOR LATE DELIVERIES

This solicitation incorporates a provision granting the Government consideration for late deliveries. Contractors will be assessed one set of either enhanced S-SAPI plates or ballistic carriers as appropriate at no cost to the Government for every two sets that are delinquent. This provision will be applied in situations where late deliveries are due to circumstances within the contractors' control, such as poor production planning or inadequate supply chain management.

SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JUN 2005
252.211-7006	Radio Frequency Identification	MAY 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2006
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7021	Trade Agreements	FEB 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contractor shall deliver 28 unit(s) of Items under CLINs 0001 and 0002 (Unrestricted Portion) within 45 calendar days from the date of this contract to the Government at the address identified in Section F for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 48 months.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 28 sets, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 25,000.

(2) Any order for a combination of items in excess of 25,000 or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after all order quantities have been delivered.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items, identified in the Schedule as option items, in the quantities and at the prices stated in the Schedule. The Contracting Officer may exercise the options by written notice to the Contractor within 48 months of award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

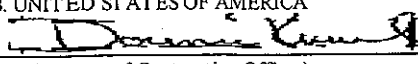
<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT NO	DOCUMENT	PAGES	DATE
J.1	Purchase Description - CO/PD 06-20 Personal Armor, ESB1	20	12-JAN-06
J.2	Testing Instructions - First Article Test - ESB1 - CO/PD 06-20	1	
J.3	ESB1 Q/A Test Protocol - CO/PD 06-20	2	
J.4	ESB1 Drawing No. 2-6-270	1	3-JAN-06
J.5	Purchase Description - CO/PD 00-02F Body Armor, Multiple Threat/Interceptor	54	21-MAR-05
J.6	ESB1 Carrier CO/PD 06-24	9	31-JAN-06
J.7	ESB1 Carrier - PDS First Article Testing	1	
J.8	ESB1 Carrier QA Procedures	1	
J.9	ESB1 Carrier Assembly Instructions	2	
J.10	DD Form 254	4	21-SEP-06
EXHIBIT NO	DOCUMENT	PAGES	DATE
A	Contract Data Requirements List (CDRL) DD Form 1423 with Associated Data Item Descriptions	4	
A001	Use and Care Manual		
A002	Contractor Progress, Status, and Management Report		
A003	System Safety Hazard Analysis Report (SSHAR)		
A004	Material Safety Data Sheets (MSDS)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 25-Sep-2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY MCSC CONTRACTING OFFICES CODE: CTQ 2200 LESTER STREET QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA PHOENIX TWO RENAISSANCE SQUARE SUITE 400 40 NORTH CENTRAL AVE PHOENIX AZ 85004-4424 SCD: A			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS, INC. JOHN LICHTSINN 7306 SOUTH HARL AVENUE TEMPE AZ 85283		9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-D-3071			
		X 10B. DATED (SEE ITEM 13) 25-Sep-2006			
CODE 06DJ7		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.217-7					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: Itorres061829 The purpose of this modification is to exercise option CLINs 0006 and 0008.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 25-Sep-2006	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The option status has changed from Option to Option Exercised.

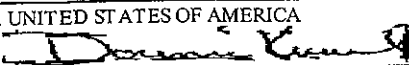
SUBCLIN 0006AA

The option status has changed from Option to Option Exercised.

CLIN 0008

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 25-Sep-2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY MCSC CONTRACTING OFFICES CODE: CTQ 2200 LESTER STREET QUANTICO VA 22134-6060	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA PHOENIX TWO RENAISSANCE SQUARE SUITE 400 40 NORTH CENTRAL AVE PHOENIX AZ 85004-4424		CODE S0302A SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS, INC. JOHN LICHTSINN 7306 SOUTH HARL AVENUE TEMPE AZ 85283				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-D-3071	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 25-Sep-2006	
CODE 06DJ7		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) FAR 52.217-7					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ltorres061829 The purpose of this modification is to exercise option CLINs 0006 and 0008.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 25-Sep-2006	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The option status has changed from Option to Option Exercised.

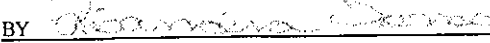
SUBCLIN 0006AA

The option status has changed from Option to Option Exercised.

CLIN 0008

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>	PAGE OF PAGES <div style="text-align: center;">1 9</div>
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 08-Nov-2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY MCSC CONTRACTING OFFICES CODE: CT 2200 LESTER STREET QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA PHOENIX TWO RENAISSANCE SQUARE SUITE 400 40 NORTH CENTRAL AVE PHOENIX AZ 85004-4424		CODE S0302A SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS, INC. JOHN LICHTSINN 7306 SOUTH HARL AVENUE TEMPE AZ 85283				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-D-3071	
				X 10B. DATED (SEE ITEM 13) 25-Sep-2006	
CODE 06DJ7		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ltorres07221 The purpose of this modification is to make administrative corrections to Section B-3, provide the National Stock Number for the enhanced S-SAPI plates, make administrative changes to Section C and Section F, and make administrative corrections to clauses FAR 52.209-4 and 52.216-19.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISANDRA TORRES / CONTRACT SPECIALIST TEL: (703) 432-3265 EMAIL: lisandra.torres@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 08-Nov-2006	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been modified (changes from the original are highlighted in **bold type**):

B-3UNRESTRICTED PORTION

CONTRACT MINIMUM AND MAXIMUM LIMITATIONS:

Minimum: 14 setsMaximum: 78,420 sets

DELIVERY ORDER MINIMUM AND MAXIMUM LIMITATIONS:

Minimum Order: 14 setsMaximum Order: 25,000 sets

The following have been modified (changes from the original are highlighted in **bold type**):

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND The U.S. Marine Corps (USMC) has a requirement for Enhanced Side Small Arms Protective Inserts (S-SAPI) and ballistic carriers to provide increased side torso protection for Marines. The enhanced S-SAPI system consists of interchangeable plates that are inserted into ballistic carriers attached to the sides of a Marine's Outer Tactical Vest. The inserts, which provide a Marine increased protection from small arms rifle fire and indirect fragments, support the armor protection level concept, which focuses on adding modular body armor components to the OTV to provide the optimum level of individual protection for a given mission and threat.

C.2 SCOPE

C.2.1 General. The Contractor shall furnish the services, personnel, facilities, equipment and materials required to design, produce and deliver the enhanced S-SAPIs and ballistic carriers ordered under this contract in accordance with the performance specifications, entitled "Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI)," provided as Attachment J.1 to this solicitation, and "Purchase Description CO/PD 06-24, Carrier, Personal Armor, ESBI," provided as Attachment J.6 to this solicitation, and in accordance with the delivery schedule proposed by the offeror under Section F. The enhanced S-SAPI system components shall be delivered without defects and without durability or ballistic failures. The Contractor shall also accomplish any additional requirements set forth in this Statement of Work. **NOTE: Attachment J.6 Purchase Description CO/PD 06-24, Carrier, Personal Armor, ESBI paragraph 6.9, the National Stock Number for the carrier will be issued at a later date.**

C.2.2 Operation Security. Security of ballistic data generated under this contract shall comply with the DD 254, Contract Security Classification Specification provided as Attachment J.12 to this solicitation.

C.2.3 Revisions.

C.2.3.1 Applicable paragraphs in Attachment J.1, Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI) are hereby revised as follows:

3.6.3 Weight. The finished ESBI will not exceed the following weights:

ESBI 2.99 lbs

All ESBI's shall have a finished uniform density. Uniform materials shall be used throughout the entire insert.

3.6.4 Dimensional measurements. The ESBI shall conform to all measurements, tolerances, radius and edge chamfers provided in Drawings (Para 2.2.2) and paragraph 4.6.4 and 4.6.5 except for the following: width dimension shall be 6 inches versus 7 inches.

6.9 National Stock Numbers.

ESBI 8470-01-534-0760

6.10 Simulant/Surrogate Shoot Pack.

Revised to ADD the following to the end of the section: Offerors may substitute readily available materials, provided materials used meet the specifications.

C.2.3.2 Attachment J.4 ESBI Drawing No. 2-6-270, dated 3 January 2006 is revised as follows: width dimension shall be 6 inches versus 7 inches.

C.2.3.3 Attachment J.9 ESBI Carrier Assembly Instructions shall reference a 6" x 8" insert.

C.2.3.4 Applicable paragraphs in Attachment J.6, Purchase Description CO/PD 06-24, Carrier, Personal Armor, Enhanced Side Ballistic Insert (ESBI) are hereby revised as follows:

3.6.5 Carrier Color. All areas of the Carrier shall be colored Coyote 498 as specified in paragraph 4.6.5, with the infrared reflectance values as provided below:

Infrared Reflectance Requirements for Coyote 498		
Wavelength (nanometers)	Minimum Reflectance (%)	Maximum Reflectance (%)
600	8	20
620	8	20
640	8	22
660	8	24
680	10	24
700	14	24
720	16	28
740	20	34
760	30	44
780	40	50
800	45	56
820	50	58
840	52	58
860	52	62

4.6.5 Carrier Color Inspection. Visually inspect the Carriers for similarity to the standard sample Coyote 498 color as specified in the contract.

C.2.3.5 Labels. Label requirements for the enhanced S-SAPIs are contained in Attachment J.1, Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI). The ballistic carriers shall also include labels permanently affixed to prevent loss. Carrier labels shall include the following information: the nomenclature, manufacturer's code and name, contract number, lot/serial number, date of manufacture, and a warning that wear with the enhanced S-SAPI plate is required for ballistic protection. **NSNs for the carriers are still to be determined.** Carriers shall include labels, leaving the NSN portion blank until such time as NSNs are issued.

C.3 TECHNICAL DATA AND REPORTS

C.3.1 Use & Care Manual - A Use and Care Manual is required with each enhanced S-SAPI and ballistic carrier. The manual shall explain the purpose and performance characteristics of the enhanced S-SAPI and ballistic carrier, how the inserts are to be inserted into the carriers and then assembled with the Marine's Outer Tactical Vest, proper fitting, donning and doffing, safe use, cleaning and maintenance instructions, and instructions on when to turn the inserts and/or ballistic carriers in for repair or exchange. Manual shall also list safety precautions and procedures necessary during use, cleaning, storage, transportation and disposal. Manual shall be durable and easily readable. Manual for the enhanced S-SAPI shall not interfere with ballistic performance. (See Exhibit A001).

C.3.2 Contract Status Report - The Contractor shall provide a monthly contract status report (See Exhibit A002).

C.3.3 System Safety Hazard Analysis Report (SSHAR)- The Contractor shall deliver this report with the First Article Test Units after contract award (See Exhibit A003).

C.3.4 Material Safety Data Sheets (MSDS) - Shall be available for Government inspection (See Exhibit A004).

C.4 TASKS

C.4.1 Commercial Products/Standard Parts. The Contractor shall use commercial products, processes, and practices when possible to reduce production and operation support costs. In every case where it is technically and economically feasible, a standard part will be used rather than a non-standard part. A standard part is one that is routinely available in the Government inventory or commercial supply channels and is not sole source or proprietary in nature. Any non-standard part shall be identified.

C.4.2 Product Improvements. Future improvements are encouraged in weight reduction, durability, ballistic performance and cost during the contract term through the use of Engineering Change Proposals, Value Engineering Proposals, Manufacturing Technology, and Operation Support Cost Reduction. Product improvements may be proposed by either the contractor or Government to eliminate operational shortcomings, improve operational effectiveness, accommodate fielding requirements, or provide savings to the Government.

C.4.3 Engineering Change Proposal (ECP). The contractor is encouraged to submit an ECP at its own initiative and own expense. The contractor may be required to submit Production Demonstration Samples (PDS) or portion of a PDS to demonstrate the effectiveness of the proposal. Technologies that reduce the enhanced S-SAPI weight without degradation of other performance characteristics, and/or increase performance, durability, and service life are a priority.

C.4.4 Value Engineering Change Proposal (VECP). A VECP is an incentive for the contractor to aggressively seek ways to reduce the enhanced S-SAPI system production or operation and support costs, yet not affecting required enhanced S-SAPI system performance. If the government approves the VECP, the contractor will share in a percentage of the resulting cost savings.

C.5 TEST AND EVALUATION

C.5.1 First Article Test.

C.5.1.1 Enhanced Side Small Arms Protective Insert

C.5.1.1.1 ESBI First Article Test. The government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval - Government Testing (clause is included in full text in Section I of this solicitation). ESBI FAT requirements are provided as Attachment J.2, Testing Instruction - First Article Test - ESBI - CO/PD 06-20, and summarized in "Table I - Requirements and Verifications" of CO/PD 06-20. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in the CO/PD 06-20 provided as Attachment J.1 to this solicitation.

C.5.1.1.2 ESBI First Article Test Unit Delivery. The contractor shall deliver **14 sets of enhanced S-SAPI First Article Test items** within 45 days of contract award (delivery address is provided in F-1).

C.5.1.2 Ballistic Carrier

C.5.1.2.1 Ballistic Carrier First Article Test. The government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing (clause is included in full text in Section I of this solicitation). Carrier FAT requirements are provided as Attachment J.7, ESBI Carrier PDS/First Article Testing. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in the CO/PD 06-24 provided as Attachment J.6 to this solicitation.

C.5.1.2.2 Ballistic Carrier First Article Test Unit Delivery. The contractor shall deliver **1 set of ballistic carrier First Article Test items** within 45 days of contract award (delivery address is provided in F-1).

C.5.2 Lot Testing/Ballistic Verification.

C.5.2.1 ESBI QA Testing. Items produced shall be subject to the requirements contained in Attachment J.3, ESBI Q/A Test Protocol – CO/PD 06-20. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in CO/PD 06-20 provided as Attachment J.1 to this solicitation. Copies of all ballistic testing reports shall be submitted to the point of contact identified in paragraph C.5.2.5 below. The contractor is advised to direct the testing laboratory to submit reports directly point of contact identified in paragraph C.5.2.5 below.

C.5.2.2 Ballistic Carrier QA Testing. Items produced shall be subject to the requirements contained in Attachment J.8, ESBI Carrier QA Procedures. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in CO/PD 06-24 provided as Attachment J.6 to this solicitation. Copies of all ballistic testing reports shall be submitted to the point of contact identified in paragraph C.5.2.5 below. The contractor is advised to direct the testing laboratory to submit reports directly point of contact identified in paragraph C.5.2.5 below.

C.5.2.3 The Contractor shall provide measurements and certificates of conformance for all in-process material inspections needed to meet the minimum requirements of the enhanced S-SAPI and ballistic carrier performance specifications. Government ballistic testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. The contractor shall assign serial numbers for each enhanced S-SAPI and ballistic carrier produced, and the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) shall identify randomly selected serial numbered components to be pulled from production for purposes of ballistic testing. The DCMA QAR will also evaluate items against the non-ballistic requirements set forth in the Purchase Description before items are subjected to ballistic testing. Lot or batch size for purposes of acceptance testing will be determined by the contractor. Random samples for lot testing will be selected according to the ESBI Q/A Test Protocol presented in paragraph (f) below.

C.5.2.4 Lot testing will include elements from the contractor's proposed and Government approved QA plan. This quality plan shall ensure production items meet the requirements of the enhanced S-SAPI Purchase Description. Testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Testing shall be in accordance with the test and acceptance requirements listed at paragraph (f) below. At a minimum, the Government's ballistic threats and velocities for the inserts are those listed in CO/PD 06-20 (Attachment J.1 to this solicitation) paragraphs 3.9.2 and 3.9.3. Ballistic validation testing for the carrier shall be in accordance with CO/PD 00-02F (Attachment J.5 to this solicitation) and CO/PD 06-24 (Attachment J.6 to this solicitation). The contractor shall be responsible for test conduct at H.P. White Laboratory Inc., 3114 Scarboro Rd, Street, Maryland 21154-1822; POC: Don Dunn; PH: 410-838-6550; FAX: 410-838-2802; email: info@hpwhite.com. The Government (DCMA or contracting agency) shall be given notice and opportunity to witness all QA testing. **The contractor shall bear the cost of all testing, including the cost of the soft armor surrogate shoot packs (CO/PD06-20 paragraph 6.10 or equivalent).** Enhanced S-SAPI plates consumed during QA lot testing will not be included as deliverable quantities under this contract.

C.5.2.5 The contractor shall receive notification of acceptance from the government (DCMA, contracting agency or designated authority) prior to shipping any lot. Designated authority for this contract includes:

Mr. Michael Codega
U.S. Army RDECOM
Attn: AMSRD-NSC-IP-MC (Mr. Michael Codega)
1 Kansas Street
Natick, MA 01760

TEL: 508.233.4224; FAX: 508.233.5985
Email: michael.codega@us.army.mil

C.5.2.6 While the scope of QA testing is limited in requirements, threat and conditions tested, it does not relieve the contractor from the full requirements of the Purchase Description. Nor shall it permit the contractor to present to the Government any items that are known or suspected to be substandard merely on the basis of acceptable lot test results or the possibility of acceptable results if tested. The Government reserves the right to conduct varied or additional tests against any and all requirements of the Purchase Description at any time as a condition of acceptance.

C.5.2.7 Disposition of lot tested plates – After lot testing, shot plates shall be sent back to the contractor.

C.6 Program Manager. The contractor shall designate a Program Manager. This individual shall serve as the primary point of contact between the Government and contractor, and shall be responsible for the coordination of all Contractor activities related to the contract.

C.7 Post Award Conference. A Post Award Conference may be held if deemed necessary by the Government. If necessary, and at the behest of the Contracting Officer, the conference shall be hosted by the contractor within 45 days of contract award. The contractor and all significant subcontractors shall participate in the conference if held. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. To this end, discussions at the conference would focus upon project orientation, clarification and transfer of applicable background information, contract requirements, dispute resolution procedures, and identification of points of contact from contractor and Government organizations.

C.8 In Process Reviews (IPR). The contractor shall host and participate in IPRs as required, but initially, at a minimum, on a quarterly basis. The IPR initially reviews the progress of the Enhanced S-SAPI program until production ramp-up is complete and monthly production is running consistently. After reaching and sustaining full production, IPRs will be held when deemed appropriate by the Government. IPRs shall be conducted on dates mutually agreeable to the Government and the Contractor's Program Manager, who shall brief the production status and schedule, and any other issues related to contract execution.

C.9 Warranty. The Contractor warrants the Enhanced S-SAPI plates and ballistic carriers for workmanship, materials, design, and compliance with the performance specifications and all other requirements specified herein.

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified (changes from the original are highlighted in **bold type**):

F-1 DELIVERY INFORMATION

CLIN	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	45 DAYS AFTER CONTRACT AWARD	Set	14	Destination	H.P. WHITE LABORATORY, INC DON DUNN 3114 SCARBORO ROAD STREET, MD 21154-1822 FOB: Destination
000101	See DD Form 1423s, Section J for details				
0002	45 DAYS AFTER CONTRACT AWARD	Set	1	Destination	See address above
0003	To Be Determined in Individual Delivery Orders	Set	Max: 54,420	Destination	To Be Determined in Individual Delivery Orders
0004	To Be Determined in Individual Delivery Orders	Set	Max: 54,420	Destination	To Be Determined in Individual Delivery Orders
0005	See DD Form 1423s, Section J for details				
0006	To Be Determined in Individual Delivery Orders	Set	Max: 12,000	Destination	To Be Determined in Individual Delivery Orders
0007	To Be Determined in Individual Delivery Orders	Set	Max: 12,000	Destination	To Be Determined in Individual Delivery Orders
0008	See DD Form 1423s, Section J for details				
0009	To Be Determined in Individual Delivery Orders	Set	Max: 12,000	Destination	To Be Determined in Individual Delivery Orders
0010	To Be Determined in Individual Delivery Orders	Set	Max: 12,000	Destination	To Be Determined in Individual Delivery Orders
0011	See DD Form 1423s, Section J for details				

SECTION I - CONTRACT CLAUSES

The following have been modified (changes from the original are highlighted in **bold type**):

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

(Contracting Officer shall insert details)

(a) The Contractor shall deliver 14 sets of Items under CLIN 0001 and 1 set of Items under CLIN 0002 (Unrestricted Portion) within 45 calendar days from the date of this contract to the Government at the address identified in Section F for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 14 sets, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 25,000.

(2) Any order for a combination of items in excess of 25,000 or

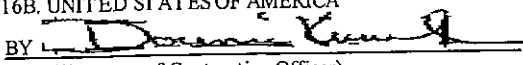
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **15 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 26-Jan-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY MCSC CONTRACTING OFFICES CODE: CT 2200 LESTER STREET QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA PHOENIX TWO RENAISSANCE SQUARE SUITE 400 40 NORTH CENTRAL AVE PHOENIX AZ 85004-4424		CODE S0302A SCD: A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ARMORWORKS, INC. JOHN LICHTSINN 7306 SOUTH HARL AVENUE TEMPE AZ 85283			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-D-3071	
			X 10B. DATED (SEE ITEM 13) 25-Sep-2006	
CODE 06DJ7			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes - Fixed-Price				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ltorres07293 The purpose of this modification is to incorporate a lighter enhanced S-SAPI design pursuant to Section C paragraph C.4, revise Section C with respect to ballistic carrier requirements, and add paragraph C.2.3.6 to Section C of the contract detailing the S-SAPI design changes. As a result of these changes, the price of CLINs 0003, 0006, and 0009 will increase by \$175.63 from \$203.24 to \$378.87.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 29-Jan-2007

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$11,665,344.60 from \$22,268,457.38 to \$33,933,801.98.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The NSN 8470-01-534-0760 has been added.
The stepladder pricing structure has been deleted.

SUBCLIN 0003AA

The unit price amount has increased by \$175.63 from \$203.24 to \$378.87.
The total cost of this line item has increased by \$9,557,784.60 from \$11,060,320.80 to \$20,618,105.40.

CLIN 0006

The NSN 8470-01-534-0760 has been added.
The stepladder pricing structure has been deleted.

SUBCLIN 0006AA

The unit price amount has increased by \$175.63 from \$203.24 to \$378.87.
The total cost of this line item has increased by \$2,107,560.00 from \$2,438,880.00 to \$4,546,440.00.

CLIN 0009

The NSN 8470-01-534-0760 has been added.
The stepladder pricing structure has been deleted.

SUBCLIN 0009AA

The unit price amount has increased by \$175.63 from \$203.24 to \$378.87.
The total cost of this line item has increased by \$2,107,560.00 from \$2,438,880.00 to \$4,546,440.00.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND The U.S. Marine Corps (USMC) has a requirement for Enhanced Side Small Arms Protective Inserts (S-SAPI) and ballistic carriers to provide increased side torso protection for Marines. The enhanced S-SAPI system consists of interchangeable plates that are inserted into ballistic carriers attached to the sides of a Marine's Outer Tactical Vest. The inserts, which provide a Marine increased protection from small arms

rifle fire and indirect fragments, support the armor protection level concept, which focuses on adding modular body armor components to the OTV to provide the optimum level of individual protection for a given mission and threat.

C.2 SCOPE

C.2.1 General. The Contractor shall furnish the services, personnel, facilities, equipment and materials required to design, produce and deliver the enhanced S-SAPIs ordered under this contract in accordance with the performance specification entitled "Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI)," provided as Attachment J.1 to this contract, and in accordance with the delivery schedule under Section F. The Contractor is not required to design, produce and deliver ballistic carriers at this time. However, should it become a requirement in the future, the Contractor shall do so in accordance with the performance specification entitled "Purchase Description CO/PD 06-24, Carrier, Personal Armor, ESBI," provided as Attachment J.6 to this contract, and in accordance with the delivery schedule. The enhanced S-SAPI system components shall be delivered without defects and without durability or ballistic failures. The Contractor shall also accomplish any additional requirements set forth in this Statement of Work. NOTE: Attachment J.6 Purchase Description CO/PD 06-24, Carrier, Personal Armor, ESBI paragraph 6.9, the National Stock Number for the carrier will be issued should there be a requirement for carriers under this contract.

C.2.2 Operation Security. Security of ballistic data generated under this contract shall comply with the DD 254, Contract Security Classification Specification provided as Attachment J.10 to this contract.

C.2.3 Revisions.

C.2.3.1 Applicable paragraphs in Attachment J.1, Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI) are hereby revised as follows:

3.6.3 Weight. The finished ESBI will not exceed the following weights:

ESBI 2.30 lbs

All ESBI's shall have a finished uniform density. Uniform materials shall be used throughout the entire insert.

3.6.4 Dimensional measurements. The ESBI shall conform to all measurements, tolerances, radius and edge chamfers provided in Drawings (Para 2.2.2) and paragraph 4.6.4 and 4.6.5 except for the following: width dimension shall be 6 inches versus 7 inches.

6.9 National Stock Numbers.

ESBI 8470-01-534-0760

6.10 Simulant/Surrogate Shoot Pack.

Revised to ADD the following to the end of the section: Offerors may substitute readily available materials, provided materials used meet the specifications.

C.2.3.2 Attachment J.4 ESBI Drawing No. 2-6-270, dated 3 January 2006 is revised as follows: width dimension shall be 6 inches versus 7 inches.

C.2.3.3 Attachment J.9 ESBI Carrier Assembly Instructions shall reference a 6" x 8" insert.

C.2.3.4 Applicable paragraphs in Attachment J.6, Purchase Description CO/PD 06-24, Carrier, Personal Armor, Enhanced Side Ballistic Insert (ESBI) are hereby revised as follows:

3.6.5 Carrier Color. All areas of the carrier shall be colored Coyote 498 as specified in paragraph 4.6.5, with the infrared reflectance values as provided below:

Infrared Reflectance Requirements for Coyote 498		
Wavelength (nanometers)	Minimum Reflectance (%)	Maximum Reflectance (%)
600	8	20
620	8	20
640	8	22
660	8	24
680	10	24
700	14	24
720	16	28
740	20	34
760	30	44
780	40	50
800	45	56
820	50	58
840	52	58
860	52	62

4.6.5 Carrier Color Inspection. Visually inspect the carriers for similarity to the standard sample Coyote 498 color as specified in the contract.

C.2.3.5 Labels. Label requirements for the enhanced S-SAPIs are contained in Attachment J.1, Purchase Description CO/PD 06-20, Personal Armor, Enhanced Side Ballistic Insert (ESBI). The ballistic carriers, shall also include labels permanently affixed to prevent loss. Carrier labels shall include the following information: the nomenclature, manufacturer's code and name, contract number, lot/serial number, date of manufacture, and a warning that wear with the enhanced S-SAPI plate is required for ballistic protection.

C.2.3.6 Enhanced S-SAPI Design Changes. The final enhanced S-SAPI design shall not exceed the 2.30 lbs threshold weight set and shall incorporate the 621.4 SiC and T-Flex combination.

C.3 TECHNICAL DATA AND REPORTS

C.3.1 Use & Care Manual - A Use and Care Manual is required with each enhanced S-SAPI. A Use and Care Manual will also be required with each ballistic carrier should carriers become a requirement under this contract. The manual shall explain the purpose and performance characteristics of the enhanced S-SAPI and ballistic carrier, how the inserts are to be inserted into carriers and then assembled with the Marine's Outer Tactical Vest, proper fitting, donning and doffing, safe use, cleaning and maintenance instructions, and instructions on when to turn the inserts and/or ballistic carriers in for repair or exchange. Manual shall also list safety precautions and procedures necessary during use, cleaning, storage, transportation and disposal. Manual shall be durable and easily readable. Manual for the enhanced S-SAPI shall not interfere with ballistic performance. (See Exhibit A001).

C.3.2 Contract Status Report - The Contractor shall provide a monthly contract status report (See Exhibit A002).

C.3.3 System Safety Hazard Analysis Report (SSHAR)- The Contractor shall deliver this report with the First Article Test Units after contract award (See Exhibit A003).

C.3.4 Material Safety Data Sheets (MSDS) - Shall be available for Government inspection (See Exhibit A004).

C.4. TASKS

C.4.1 Commercial Products/Standard Parts. The Contractor shall use commercial products, processes, and practices when possible to reduce production and operation support costs. In every case where it is technically and

economically feasible, a standard part will be used rather than a non-standard part. A standard part is one that is routinely available in the Government inventory or commercial supply channels and is not sole source or proprietary in nature. Any non-standard part shall be identified.

C.4.2 Product Improvements. Future improvements are encouraged in weight reduction, durability, ballistic performance and cost during the contract term through the use of Engineering Change Proposals, Value Engineering Proposals, Manufacturing Technology, and Operation Support Cost Reduction. Product improvements may be proposed by either the contractor or Government to eliminate operational shortcomings, improve operational effectiveness, accommodate fielding requirements, or provide savings to the Government.

C.4.3 Engineering Change Proposal (ECP). The contractor is encouraged to submit an ECP at its own initiative and own expense. The contractor may be required to submit Production Demonstration Samples (PDS) or portion of a PDS to demonstrate the effectiveness of the proposal. Technologies that reduce the enhanced S-SAPI weight without degradation of other performance characteristics, and/or increase performance, durability, and service life are a priority.

C.4.4 Value Engineering Change Proposal (VECP). A VECP is an incentive for the contractor to aggressively seek ways to reduce the enhanced S-SAPI system production or operation and support costs, yet not affecting required enhanced S-SAPI system performance. If the government approves the VECP, the contractor will share in a percentage of the resulting cost savings.

C.5 TEST AND EVALUATION.

C.5.1 First Article Test.

C.5.1.1 Enhanced Side Small Arms Protective Insert

C.5.1.1.1 ESBI First Article Test. The government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing (clause is included in full text in Section I of this contract). ESBI FAT requirements are provided as Attachment J.2, Testing Instruction – First Article Test – ESBI – CO/PD 06-20, and summarized in “Table I – Requirements and Verifications” of CO/PD 06-20. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in the CO/PD 06-20 provided as Attachment J.1 to this contract.

C.5.1.1.2 ESBI First Article Test Unit Delivery. The contractor shall deliver 14 sets of enhanced S-SAPI First Article Test items within 45 days of contract award (delivery address is provided in F-1).

C.5.1.2 Ballistic Carrier

C.5.1.2.1 Ballistic Carrier First Article Test. Should ballistic carriers become a requirement under this contract, the government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing (clause is included in full text in Section I of this contract). Carrier FAT requirements are provided as Attachment J.7, ESBI Carrier PDS/First Article Testing. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in the CO/PD 06-24 provided as Attachment J.6 to this contract.

C.5.1.2.2 Ballistic Carrier First Article Test Unit Delivery. The contractor shall deliver 1 set of ballistic carrier First Article Test items within 45 days of notification of the intent to purchase ballistic carriers under this contract (delivery address will be provided in F-1).

C.5.2 Lot Testing/Ballistic Verification.

C.5.2.1 ESBI QA Testing. Items produced shall be subject to the requirements contained in Attachment J.3, ESBI Q/A Test Protocol – CO/PD 06-20. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in CO/PD 06-20 provided as Attachment J.1 to this contract. Copies of all ballistic testing

reports shall be submitted to the point of contact identified in paragraph C.5.2.5 below. The contractor is advised to direct the testing laboratory to submit reports directly point of contact identified in paragraph C.5.2.5 below.

C.5.2.2 Ballistic Carrier QA Testing. Items produced shall be subject to the requirements contained in Attachment J.8, ESBI Carrier QA Procedures. The DCMA QAR will verify that the articles meet the non-ballistic requirements set forth in CO/PD 06-24 provided as Attachment J.6 to this contract. Copies of all ballistic testing reports shall be submitted to the point of contact identified in paragraph C.5.2.5 below. The contractor is advised to direct the testing laboratory to submit reports directly point of contact identified in paragraph C.5.2.5 below.

C.5.2.3 The Contractor shall provide measurements and certificates of conformance for all in-process material inspections needed to meet the minimum requirements of the enhanced S-SAPI and ballistic carrier performance specifications. Government ballistic testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. The contractor shall assign serial numbers for each enhanced S-SAPI and ballistic carrier produced, and the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) shall identify randomly selected serial numbered components to be pulled from production for purposes of ballistic testing. The DCMA QAR will also evaluate items against the non-ballistic requirements set forth in the Purchase Description before items are subjected to ballistic testing. Lot or batch size for purposes of acceptance testing will be determined by the contractor. Random samples for lot testing will be selected according to the ESBI Q/A Test Protocol presented in paragraph (f) below.

C.5.2.4 Lot testing will include elements from the contractor's proposed and Government approved QA plan. This quality plan shall ensure production items meet the requirements of the enhanced S-SAPI Purchase Description. Testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Testing shall be in accordance with the test and acceptance requirements listed at paragraph (f) below. At a minimum, the Government's ballistic threats and velocities for the inserts are those listed in CO/PD 06-20 (Attachment J.1 to this contract) paragraphs 3.9.2 and 3.9.3. Ballistic validation testing for the carrier shall be in accordance with CO/PD 00-02F (Attachment J.5 to this contract) and CO/PD 06-24 (Attachment J.6 to this contract). The contractor shall be responsible for test conduct at H.P. White Laboratory Inc., 3114 Scarboro Rd, Street, Maryland 21154-1822; POC: Don Dunn; PH: 410-838-6550; FAX: 410-838-2802; email: info@hpwhite.com. The Government (DCMA or contracting agency) shall be given notice and opportunity to witness all QA testing. The contractor shall bear the cost of all testing, including the cost of the soft armor surrogate shoot packs (CO/PD06-20 paragraph 6.10 or equivalent). Enhanced S-SAPI plates consumed during QA lot testing will not be included as deliverable quantities under this contract.

C.5.2.5 The contractor shall receive notification of acceptance from the government (DCMA, contracting agency or designated authority) prior to shipping any lot. Designated authority for this contract includes:

Mr. Michael Codega
U.S. Army RDECOM
Attn: AMSRD-NSC-IP-MC (Mr. Michael Codega)
1 Kansas Street
Natick, MA 01760

TEL: 508.233.4224; FAX: 508.233.5985
Email: michael.codega@us.army.mil

C.5.2.6 While the scope of QA testing is limited in requirements, threat and conditions tested, it does not relieve the contractor from the full requirements of the Purchase Description. Nor shall it permit the contractor to present to the Government any items that are known or suspected to be substandard merely on the basis of acceptable lot test results or the possibility of acceptable results if tested. The Government reserves the right to conduct varied or additional tests against any and all requirements of the Purchase Description at any time as a condition of acceptance.

C.5.2.7 Disposition of lot tested plates – After lot testing, shot plates shall be sent back to the contractor.

C.6 Program Manager. The contractor shall designate a Program Manager. This individual shall serve as the primary point of contact between the Government and contractor, and shall be responsible for the coordination of all Contractor activities related to the contract.

C.7 Post Award Conference. A Post Award Conference may be held if deemed necessary by the Government. If necessary, and at the behest of the Contracting Officer, the conference shall be hosted by the contractor within 45 days of contract award. The contractor and all significant subcontractors shall participate in the conference if held. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. To this end, discussions at the conference would focus upon project orientation, clarification and transfer of applicable background information, contract requirements, dispute resolution procedures, and identification of points of contact from contractor and Government organizations.

C.8 In Process Reviews (IPR). The contractor shall host and participate in IPRs as required, but initially, at a minimum, on a quarterly basis. The IPR initially reviews the progress of the Enhanced S-SAPI program until production ramp-up is complete and monthly production is running consistently. After reaching and sustaining full production, IPRs will be held when deemed appropriate by the Government. IPRs shall be conducted on dates mutually agreeable to the Government and the Contractor's Program Manager, who shall brief the production status and schedule, and any other issues related to contract execution.

C.9 Warranty. The Contractor warrants the Enhanced S-SAPI plates and ballistic carriers for workmanship, materials, design, and compliance with the performance specifications and all other requirements specified herein.

(End of Summary of Changes)