

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 105			
2. CONTRACT NO.		3. SOLICITATION NO. M67854-09-R-3000		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 05 Jun 2009		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY COMMANDING GENERAL MARCORSSYSCOM CTQ3LD 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3318 FAX: 703-432-3262				CODE M67854		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

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

Section B - Supplies or Services and Prices

B.1 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 solicitation and the resulting contract shall be compliant with the above references. **Offerors are required to complete and submit the Berry Amendment Self-Certification located in Section K of this solicitation.**

Offerors shall maintain additional documentation substantiating the claim that all materials, including components and raw materials, submitted under this solicitation and the resultant contract are Berry Amendment Compliant. Offerors shall be able to provide this documentation to Government personnel upon request.

B.2 SIZE TARIFF

The anticipated size tariff per 1,000 PCs and IMTVs produced.

<u>Size</u>	<u>Quantity*</u>	<u>Percentage*</u>
X-Small (XS)	30	3%
Small (SM).....	130	13%
Medium (MD).....	510	51%
Large (LG).....	300	30%
X-Large (XL).....	30	3%

*The quantities/percentages shown are only anticipated, and therefore may vary in individual orders.

B.3 MINIMUM AND MAXIMUMS

CONTRACT MINIMUM AND MAXIMUM		
Plate Carriers (PCs) - CLINs 0002 thru 0006	Minimum: 200 PCs	Maximum: 70,000 PCs
IMTVs -CLINs 0038 thru 0042	Minimum: 200 IMTVs	Maximum: 120,300 IMTVs
PC Spare Parts -CLINs 0007 thru 0034	Minimum: 500 items (all CLINs combined)	Maximum: 1,824,200 items (all CLINs combined)
IMTV Spare Parts –CLINs 0043 thru 0088	Minimum: 500 items (all CLINs combined)	Maximum: 5,797,200 items (all CLINs combined)

B.4 SECTION B PRICING INSTRUCTIONS

Follow the below instructions for particular CLIN/SubCLIN pricing:

- (a) **First Article Test Items** (*SubCLINs 0001AA thru 0001AF and SubCLINs 0037AA thru 0037AG*): Fill-in unit prices and the total amount for each SubCLIN.
- (b) **Production Systems** (*Step-Ladder Priced CLINs 0002 thru 0006 and CLINs 0038 thru 0042*): Fill-in the maximum amount for each of the step-ladder priced CLINs. The maximum amount for each CLIN shall be derived by averaging the “total evaluated prices” calculated for all five calendar years (i.e., CY 2009-2013). Offerors are instructed to utilize the methodology below to calculate a “total evaluated price” for each CLIN Calendar Year (CY).

STEP LADDER QUANTITY CALCULATION INSTRUCTIONS***(APPLICABLE TO CLINS 0002 THRU 0006 AND 0038 THRU 0042 ONLY)***

Using the Offeror Pricing Spreadsheets (provided as Attachment J.7) develop step-ladder (i.e., incremental) unit pricing for CLINs 0002-0006 and 0038 thru 0042 by Calendar Year (CY 2009-2013) based upon your preference of quantity ranges (e.g., 100-600, 601-1100, 1101-1600, 1601-2100) with the last range ending with the maximum quantity identified for a particular CLIN (e.g., CLIN 0002 maximum quantity is 2,100). Maximum quantities are identified for each CLIN in Section B above and Attachment J.7 has already been populated with the maximums for each CLIN. **Note: No more than four (4) price ranges will be permitted.**

The price for each CY CLIN step-ladder quantity (e.g., 100-600) shall be multiplied by the maximum quantity in that respective range (e.g., 600), and by the weighted percentage of the total amount (e.g., \$240,000/\$1,895,000=12.66%) to determine the incremental weighted unit price (e.g., \$50.64). The incremental weighted unit prices (e.g., \$50.64+\$81.64+\$103.43+\$117.07) shall then be summed to yield a final weighted unit price (e.g., \$352.78). The evaluated price for each CLIN CY is the midpoint weighted unit price X the maximum quantity for the CLIN (e.g., \$352.78 X 2100=\$740,838.00). The sample for CLIN 0002 CY 2009 below:

Sample for CLIN 0002 Calendar Year 2009

Range		Price	Amount	<i>Based upon a logical % of the buy, break out the distribution as follows:</i>		
1	600	\$400	\$ 240,000.00	12.66%	\$50.64	
601	1100	\$375	\$ 412,500.00	21.77%	\$81.64	
1101	1600	\$350	\$ 560,000.00	29.55%	\$103.43	
1601	2100	\$325	\$ 682,500.00	36.02%	\$117.07	
			\$ 1,895,000.00	100.0%	\$352.78	= Mid-point weighted average price
					\$740,838.00	= Total Evaluated price for CY 2009

Each CLIN will have five step-ladder pricing tables (i.e., CY 2009-2013). Offerors will utilize the same maximum quantity that appears in Section B for a particular CLIN to calculate pricing for each CY (e.g., CLIN 0002 maximum for CY 09=2100, CLIN 0002 maximum for CY 10 = 2,100 etc.). Attachment J.7 is formatted with the maximum quantities displayed for each calendar year. The remaining CY “total evaluated prices” for the CLIN 0002 sample above are displayed below:

Sample for CLIN 0002 Calendar Year 2010 thru 2013

Range		Price	Amount	Based upon a logical % of the buy, break out the distribution as follows:		
1	600	\$405	\$ 243,000.00	12.64%	\$51.19	
601	1100	\$380	\$ 418,000.00	21.75%	\$82.65	
1101	1600	\$355	\$ 568,000.00	29.55%	\$104.90	
1601	2100	\$330	\$ 693,000.00	36.06%	\$119.00	
			\$ 1,922,000.00	100.0%	\$357.74	= Mid-point weighted average price
					\$751,254.00	= Total Evaluated price for CY 2010

Range		Price	Amount	Based upon a logical % of the buy, break out the distribution as follows:		
1	600	\$410	\$ 246,000.00	12.62%	\$51.74	
601	1100	\$385	\$ 423,500.00	21.73%	\$83.66	
1101	1600	\$360	\$ 576,000.00	29.55%	\$106.38	
1601	2100	\$335	\$ 703,500.00	36.10%	\$120.94	
			\$ 1,949,000.00	100.0%	\$362.72	= Mid-point weighted average price
					\$761,712.00	= Total Evaluated price for CY 2011

Range		Price	Amount	Based upon a logical % of the buy, break out the distribution as follows:		
1	600	\$415	\$ 249,000.00	12.60%	\$52.29	
601	1100	\$390	\$ 429,000.00	21.71%	\$84.67	
1101	1600	\$365	\$ 584,000.00	29.55%	\$107.86	
1601	2100	\$340	\$ 714,000.00	36.13%	\$122.84	
			\$ 1,976,000.00	100.0%	\$367.66	= Mid-point weighted average price
					\$772,086.00	= Total Evaluated price for CY 2012

Range		Price	Amount	Based upon a logical % of the buy, break out the distribution as follows:		
1	600	\$420	\$ 252,000.00	12.58%	\$52.84	
601	1100	\$395	\$ 434,500.00	21.69%	\$85.68	
1101	1600	\$370	\$ 592,000.00	29.56%	\$109.37	
1601	2100	\$345	\$ 724,500.00	36.17%	\$124.79	
			\$ 2,003,000.00	100.0%	\$372.68	= Mid-point weighted average price
					\$782,628.00	= Total Evaluated price for CY 2013

MAXIMUM AMOUNT FOR CLIN 0002 BASED ON THE ABOVE SAMPLE

In the above sample, the maximum amount filled-in for CLIN 0002 would be **\$761,703.60** (\$740,838 \$751,254 + \$761,712 + \$772,086 + 782,628) / 5)

(c) Spare Parts (CLINs 0007 thru 0034 and 0043 thru 0088): Fill-in a unit price for each CLIN that is the average of the unit prices proposed for all five calendar years (i.e., CY 2009 thru 2013). Multiply this “average unit price” by the max. quantity identified in a particular CLIN to derive the max amount.

(d) Total Proposed Price for the Plate Carrier: Fill-in a total proposed price for the Plate Carrier. This amount shall be the sum of the amounts and maximum amounts for all PC related CLINs/SubCLINs (i.e., SubCLINs 0001AA thru 0001AF and CLINs 0002 thru 0034).

(e) Total Proposed Price for the IMTV: Fill-in a total proposed price for the IMTV. This amount shall be the sum of the amounts and maximum amounts for all IMTVrelated CLINs/SubCLINs (i.e., SubCLINs 0037AA thru 0037AG and CLINs 0038 thru 0088).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Plate Carrier First Article Test Units FFP SubCLIN pricing shall reflect the total cost of planning, production, and delivery of First Article Test Units. FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	PC-Xsmall with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Plate Carrier (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	PC-Small with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Plate Carrier (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	PC-Medium with MD Cummerbund FFP Body Armor, Multiple Threat, Plate Carrier (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	PC- Large with LG/XLCummerbund FFP Body Armor, Multiple Threat, Plate Carrier (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	PC-XLarge with LG/XL Cummerbund FFP Body Armor, Multiple Threat, Plate Carrier (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Shootpacks FFP 15 X 15 INCHES IAW PARAGRAPH 6.4 OF ATTACHMENT J.1 FOB: Destination	43	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	PC - XSmall with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Plate Carriers (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Origin	2,100	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	PC - Small with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Plate Carriers (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Origin	9,100	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	PC - Medium with MD Cummerbund FFP Body Armor, Multiple Threat, Plate Carriers (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Origin	35,700	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	PC- Large with LG/XL Cummerbund FFP Body Armor, Multiple Threat, Plate Carriers (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Origin	21,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	PC - XLarge with LG/XL Cummerbund FFP Body Armor, Multiple Threat, Plate Carriers (PC) in accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. FOB: Origin	2,100	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Cummerbund XS/SM FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 11,872 FOB: Origin	11,872	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Cummerbund - MD FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 37,842 FOB: Origin	37,842	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Cummerbund -LG/XL FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 24,486 FOB: Origin	24,486	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	PC Front (with soft armor) -XS FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 4,200 FOB: Origin	4,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	PC Front (with soft armor) -SM FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 18,200 FOB: Origin	18,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	PC Front (with soft armor) -MD FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 71,400 FOB: Origin	71,400	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	PC Front (with soft armor) -LG FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 42,000 FOB: Origin	42,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	PC Front (with soft armor) -XL FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 4,200 FOB: Origin	4,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	PC Rear (with soft armor) - XS FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 4,200 FOB: Origin	4,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	PC Rear (with soft armor) - SM FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 18,200 FOB: Origin	18,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	PC Rear (with soft armor) - MD FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 71,400 FOB: Origin	71,400	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	PC Rear (with soft armor) - LG FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 42,000 FOB: Origin	42,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	PC Rear (with soft armor) - XL FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein.Quantity Range: 1 to 4,200 FOB: Origin	4,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	1.5 Inch Plastic Loop FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 140,000 FOB: Origin	140,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	Buckle Shoulder Strap FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 140,000 FOB: Origin	140,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	Yib-Yab Shoulder Strap FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 70,000 FOB: Origin	70,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	1.5 Inch Side Release Buckles FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 140,000 FOB: Origin	140,000	Set		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024	1.5 Inch Tension Locks FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 70,000 FOB: Origin	70,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025	1.5 Inch Metal Loops FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 70,000 FOB: Origin	70,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026	1 Inch Plastic Loop FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 140,000 FOB: Origin	140,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027	Cummerbund Panel - XS-SM FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 140,000 FOB: Origin	140,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028	Cummerbund Panel - MD FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein.Quantity Range: 1 to 140,000 FOB: Origin	140,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0029	Cummerbund Panel - LG-XL FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 140,000 FOB: Origin	140,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0030	Quick Release Pull Cable - XS-MD FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 79,800 FOB: Origin	79,800	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031	Quick Release Pull Cable - LG-XL FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 60,200 FOB: Origin	60,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0032	Cummerbund Adapter FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Quantity Range: 1 to 140,000 FOB: Origin	140,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0033	Plate Carrier (PC) Repair Kits FFP In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11, Attachment J.1 and additional contract terms and conditions specified herein. Each Repair kit shall contain one (1) ea. of the following five (5) items: 1.5 inch Side Release Buckles (set of 2), Buckle Shoulder Strap, Yib-Yab Shoulder Strap, Cummerbund Adapter and 1.5 Inch Tension Lock Range: 1 to 140,000 FOB: Origin	140,000	Each	Quantity	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0034		1,400	Each		

Plate Carrier (PC) Spare Blocks

FFP

In accordance with (IAW) Statement of Work paragraphs C.1 thru C.11,
Attachment J.1 and additional contract terms and conditions specified herein.

Each Spare Block kit shall contain the following items in the quantity referenced:

Qty/ Description

25 1.5 Inch Side Release Buckles (set of 2)

25 Buckle Shoulder Straps

25 Yib-Yab Shoulder Straps

25 Cummerbund Adapter

25 1.5 Inch Tension Locks

10 Quick Release Pull Cable- XS- MD

10 Quick Release Pull Cable - LG-XL

Quantity Range: 1 to 1,400

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		1	Lot		

Plate Carrier Technical Data

FFP

IAW the attached Contract Data Requirements Lists (DD Forms 1423) See Section
J, Exhibit A.

FOB: Origin

Not Separately Priced

TOTAL PROPOSED PRICE FOR PLATE CARRIER SYSTEM (CLINS 0001 THRU 0034)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	RESERVED FFP FOR GOVERNMENT PURPOSES ONLY FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	IMTV First Article Test Units FFP SubCLIN pricing shall reflect the total cost of planning, production, and delivery of First Article Test Units.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037AA	IMTV-Xsmall with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037AB	IMTV-Small with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037AC	IMTV-Medium with MD Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037AD	IMTV- Large with LG/XLCummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037AE	IMTV-XLarge with LG/XL Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Destination	3	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037AF	Shootpacks FFP 15 X 15 INCHES IAW PARAGRAPH 6.4 OF ATTACHMENT J.2 FOB: Destination	43	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037AG	Yoke Shootpacks FFP IAW PARAGRAPH 6.4 OF ATTACHMENT J.2 FOB: Destination	20	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0038	IMTV - XSmall with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Origin	3,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0039	IMTV - Small with XS/SM Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Origin	15,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0040	IMTV - Medium with MD Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Origin	61,500	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0041	IMTV- Large with LG/XL Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Origin	36,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0042	IMTV - XLarge with LG/XL Cummerbund FFP Body Armor, Multiple Threat, Improved Modular Tactical Vest (IMTV) in accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. FOB: Origin	3,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0043	Cummerbund XS/SM FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 19,200 FOB: Origin	19,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0044	Cummerbund - MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 61,500 FOB: Origin	61,500	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0045	Cummerbund -LG/XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 39,600 FOB: Origin	39,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0046	IMTV Front Outer Carrier-XS FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0047	IMTV Front Outer Carrier-SM FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 31,200 FOB: Origin	31,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0048	IMTV Front Outer Carrier-MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 123,000 FOB: Origin	123,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0049	IMTV Front Outer Carrier-LG FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 72,000 FOB: Origin	72,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0050	IMTV Front Outer Carrier-XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0051	IMTV Front Armor Insert -XS FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0052	IMTV Front Armor Insert -SM FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 31,200 FOB: Origin	31,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0053	IMTV Front Armor Insert -MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 123,000 FOB: Origin	123,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0054	IMTV Front Armor Insert -LG FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 72,000 FOB: Origin	72,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0055	IMTV Front Armor Insert -XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0056	IMTV Rear Outer Carrier -XS FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0057	IMTV Rear Outer Carrier -SM FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 31,200 FOB: Origin	31,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0058	IMTV Rear Outer Carrier -MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 123,000 FOB: Origin	123,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0059	IMTV Rear Outer Carrier -LG FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 72,000 FOB: Origin	72,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0060	IMTV Rear Outer Carrier -XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0061	IMTV Rear Armor Insert -XS FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0062	IMTV Rear Armor Insert -SM FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 31,200 FOB: Origin	31,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0063	IMTV Rear Armor Insert -MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 123,000 FOB: Origin	123,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0064	IMTV Rear Armor Insert- LG FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 72,000 FOB: Origin	72,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0065	IMTV Rear Armor Insert -XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 7,200 FOB: Origin	7,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0066	IMTV Yoke & Collar Assem. (w/ armor) -XS FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 14,400 FOB: Origin	14,400	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0067	IMTV Yoke & Collar Assem. (w/ armor) -SM FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 93,600 FOB: Origin	93,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0068	IMTV Yoke & Collar Assem. (w/ armor) -MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 369,000 FOB: Origin	369,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0069	IMTV Yoke & Collar Assem (w/ armor) -LG FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 216,000 FOB: Origin	216,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0070	IMTV Yoke & Collar Assem (w/ armor) -XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 21,600 FOB: Origin	21,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0071	IMTV Throat Protector (with armor) FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 721,800 FOB: Origin	721,800	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0072	IMTV Groin Protector (w/ armor) - XS/MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 484,200 FOB: Origin	484,200	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0073	IMTV Groin Protector (w/ armor) - LG/XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 369,000 FOB: Origin	369,000	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0074	IMTV Lower Back Protector (w/ armor) FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 237,600 FOB: Origin	237,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0075	Buckle Shoulder Strap FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 240,600 FOB: Origin	240,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0076	Yib-Yab Shoulder Strap FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 120,300 FOB: Origin	120,300	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0077	1.5 Inch Side Release Buckles FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 240,600 FOB: Origin	240,600	Set		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0078	1.5 Inch Tension Locks FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 120,300 FOB: Origin	120,300	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0079	1.5 Inch Metal Loops FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 120,300 FOB: Origin	120,300	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0080	1 Inch Plastic Loop FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 240,600 FOB: Origin	240,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0081	Cummerbund Panel - XS-SM FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 240,600 FOB: Origin	240,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0082	Cummerbund Panel - MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 240,600 FOB: Origin	240,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0083	Cummerbund Panel - LG-XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 240,600 FOB: Origin	240,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0084	Quick Release Pull Cable - XS-MD FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 80,700 FOB: Origin	80,700	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0085	Quick Release Pull Cable - LG-XL FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 61,500 FOB: Origin	61,500	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0086	Cummerbund Adapter FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Quantity Range: 1 to 240,600 FOB: Origin	240,600	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0087	IMTV Repair Kits FFP In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22, Attachment J.2 and additional contract terms and conditions specified herein. Each repair kit shall contain one (1) ea. of the following five (5) items: 1.5 inch Side Release Buckles (set of 2), Buckle Shoulder Strap, Yib-Yab Shoulder Strap, Cummerbund Adapter and 1.5 Inch Tension Lock Range: 1 to 240,000 FOB: Origin	240,000	Each	Quantity	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0088		2,400	Each		

IMTV Spare Blocks

FFP

In accordance with (IAW) Statement of Work paragraphs C.12 thru C.22,
Attachment J.2 and additional contract terms and conditions specified herein.

Each Spare Block kit shall contain the following items in the quantity referenced:

Qty/ Description

25 1.5 Inch Side Release Buckles (set of 2)

25 Buckle Shoulder Straps

25 Yib-Yab Shoulder Straps

25 Cummerbund Adapters

25 1.5 Inch Tension Locks

10 Quick Release Pull Cable- XS- MD

10 Quick Release Pull Cable – LG-XL

Quantity

Range: 1 to 2,400

FOB: Origin

TOTAL PROPOSED PRICE FOR IMTV SYSTEM (CLINS 0037 THRU 0088)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0089	IMTV Technical Data FFP IAW the attached Contract Data Requirements Lists (DD Forms 1423) See Section J, Exhibit A.	1	Lot		

Not Separately Priced

Section C - Descriptions and Specifications

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

PLATE CARRIER STATEMENT OF WORK

C.1 BACKGROUND

The U.S. Marine Corps (USMC) has a requirement for a Plate Carrier (PC) that is intended for missions conducted in conditions where Outer Tactical Vest (OTV)/Modular Tactical Vest (MTV) are less advantageous (e.g., extreme heat, high elevation, rugged terrain, thick vegetation, and tropical environments). The PC is an alternative body armor solution that will allow commanders to maintain a capability that allows for greater mobility with reduced thermal stress in high elevations, thick vegetation and tropical environments than that provided by the MTV/OTV while maintaining an equal direct fire protection capability. The PC is a critical safety item.

C.2 SCOPE

The Contractor shall furnish the services, personnel, facilities, equipment and materials required to produce and deliver the PCs, cummerbunds, and spare and repair parts ordered under this contract in accordance with Purchase Description (PD) Body Armor, Multiple Threat Plate Carrier (See Attachment J.1), and the required delivery schedule under Section F. The Contractor shall further accomplish any additional requirements set forth in this Statement of Work.

C.3 TECHNICAL DATA AND REPORTS

C.3.1 Contract Status Report. The Contractor shall provide a monthly contract status report IAW Exhibit A001.

C.3.2 System Safety Hazard Analysis Report (SSHAR)– The Contractor shall deliver this report with the First Article Test Units (See Exhibit A002).

C.3.3 Safety Assessment Reports (SAR) – As specified in individual delivery orders (See Exhibit A003).

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 unless a material or part is specified in the PD (Attachment J.1). In any case where not specified in the PD, and 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, Manufacturing Technology, and Operation Support Cost Reduction. Product improvements may be proposed by either the Contractor or the Government to eliminate operational shortcomings, improve operational effectiveness, accommodate fielding requirements, or provide savings to the Government. **No product improvements will be considered prior to contract award.**

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 a portion of a PDS to demonstrate the effectiveness of the proposal. Technologies that reduce the PC weight (without degradation of other performance characteristics), and/or increases performance, durability, and service life are a priority. **No ECPs will be considered prior to contract award.**

C.5 TEST AND EVALUATION

C.5.1 First Article Test. The Government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing (See Section I for clause in full text).

C.5.2 First Article Test Requirements.

- (a) The Contractor shall deliver forty-three (43) 15 inch by 15 inch shoot packs and fifteen (15) PC production systems (3 of each size XS, SM, MD, LG, XL) for non-ballistic and ballistic requirements and verifications within 45 days of contract award IAW Attachment J.1(Delivery address is provided in Section F).
- (b) The Government's First Article Test may include verification of any or all of the requirements specified in the PD (Attachment J.1).
- (c) First Article Test approval remains in effect and production may continue per the special provisions in Attachment J.1, Appendix D.
- (d) Any additional First Article Test required to validate revised or new designs shall be conducted in accordance with the contract.

C.5.3 Field User Evaluation.

200 PC production units, balanced across the tariff, will be ordered from each awardee and shall be delivered 30 days after First Article Test (FAT) approval is provided by the Government. These systems will undergo User Evaluations (FUE) at Marine Corps installations. Designated USMC personnel will perform standard infantry/military tasks while wearing the IMTVs and PCs and compare and contrast each system with the currently fielded system.

C.6 CONFIGURATION MANAGEMENT

C.6.1 All production quantities submitted after approval of the First Article Test shall be produced using the same raw material suppliers, materials, processes, procedures, equipment and facilities that resulted in the manufacture of the acceptable First Article Test items. This includes all raw materials and/or sub-components. Any change in the production of the approved First Article Test items, to include raw material supplier and production processes, must be reported in writing to the Contracting Officer who, along with the Government Project Officer, will determine if a new First Article Test is required.

C.6.2 The Contractor shall maintain a Configuration Management (CM) process for the control of raw material utilized in the ballistic filler designs that are approved by the Government in accordance with First Article Test requirements. The Contractor shall furnish, with each lot submitted to the government, the associated ballistic filler raw material traceability matrix to include raw material supplier Certificates of Conformance (CoC) and lots of raw material used in each lot presented to the Government. The principles contained in MIL-HDBK-61 may be used for guidance. The Contractor's CM process shall consist of configuration identification and configuration control of all raw materials utilized in the production of ballistic filler. The CM process shall interface with other acquisition requirements such as design review, quality assurance, and other program related disciplines shall be addressed.

C.7 LOT ACCEPTANCE TEST AND EVALUATION

C.7.1 The contractor shall provide measurements and certificates of conformance for all in-process material inspections needed to meet the minimum requirements of the performance specification. End item ballistic testing shall be conducted on all lots presented to the Government IAW Attachment J.1 Appendix D. Only the ballistic system that has successfully completed Government First Article Testing (FAT) shall be used and submitted for Lot Acceptance Testing. The Contractor shall assign lot and serial numbers to each ballistic component produced and shall be able to track those serial numbers back to Lot Acceptance Testing and raw materials. Defense Contract

Management Agency (DCMA) Quality Assurance Representative (QAR) shall identify randomly selected serial number components to be pulled from production for purposes of ballistic testing.

C.7.2 The Contractor shall conduct 100 percent in-process visual examination of ballistic filler assemblies in accordance with Attachment J.1 paragraph 4.5.4 and Appendix C, Table IV. Furthermore, the Contractor shall maintain within their CM process all CoCs stipulated in Attachment J.1 Appendix C Table I associated to each lot submitted to the Government. CoCs shall be provided to the Government upon request.

C.7.3 The lot size referenced on DD Form 1222 (Request for and Results of Tests), shall include the total quantity that will be delivered as well as the total quantity of samples submitted for ballistic testing. The contractor shall be responsible for tests conducted at a mutually agreed upon, National Institute of Justice (NIJ) certified laboratory or a government direct Government Test Lab. The Government shall be given 10 days notice to witness all QA testing. All costs incurred for Quality Assurance (QA) Lot Testing performed in conjunction with this contract will be borne by the Contractor, to include but not limited to, transportation, the QA testing conducted by the NIJ certified laboratory (or government direct Government Test Lab), ballistic panels consumed, expended, and/or otherwise rendered unusable as a result of testing. Ballistic panels consumed during the conduct of QA Lot Testing will not be included as part of deliverable quantities stated in the contract.

C.7.4 The Designated Authority (below) shall be placed in box 17 of all DD Form 1222 (Request for and Results of Tests), and the test lab shall provide the results of all testing directly to the designated authority. No lot shall be released from the Contractor's facility prior to receipt of notification of acceptance from the Government (DCMA, contracting agency or designated authority). The Designated Authority for this contract includes:

Mr. John Kirejczyk
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)
1 Kansas Street
Natick, MA 01760

TEL: 508-233-4348; DSN: 256-4348; FAX: 508-233-5985
Email: john.kirejczyk@us.army.mil

C.7.5 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 this contract and all associated specifications or statements of work. 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 QA and/or verification tests against any or all requirements of the contract and/or its specifications at any time as a condition of acceptance. Testing may be performed at a Government laboratory.

C.8 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.9 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.10 IN PROCESS REVIEWS (IPR). The contractor shall host and participate in IPRs as required. Initially, IPRs will be conducted on a quarterly basis at a minimum. The IPR reviews the progress of the PC 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.11 WARRANTY. The Contractor warrants the PC for workmanship, materials, design, and compliance with the performance specifications.

IMPROVED MODULAR TACTICAL VEST STATEMENT OF WORK

C.12 BACKGROUND

The U.S. Marine Corps (USMC) has a requirement for an Improved Modular Tactical Vest (IMTV) to replace MTVs that were fielded as an urgent requirement to support deployed operations in MARCENT. Subsequent to the initial fielding of the MTV, several desired improvements for user acceptability have been identified and incorporated in a government design. The IMTV is a critical safety item.

C.13 SCOPE

The Contractor shall furnish the services, personnel, facilities, equipment and materials required to produce and deliver the IMTVs, cummerbunds, and spare and repair parts ordered under this contract in accordance with Purchase Description (PD) Body Armor, Multiple Threat Improved Modular Tactical Vest (See Attachment J.2), and the required delivery schedule under Section F. The Contractor shall further accomplish any additional requirements set forth in this Statement of Work.

C.14 TECHNICAL DATA AND REPORTS

C.14.1 Contract Status Report. The Contractor shall provide a monthly contract status report IAW Exhibit A001.

C.14.2 System Safety Hazard Analysis Report (SSHAR)– The Contractor shall deliver this report with the First Article Test Units (See Exhibit A002).

C.14.3 Safety Assessment Reports (SAR) – As specified in individual delivery orders (See Exhibit A003).

C.15. TASKS

C.15.1 Commercial Products/Standard Parts. The Contractor shall use commercial products, processes, and practices when possible to reduce production and operation support costs unless a material or part is specified in the PD (Attachment J.2). In any case where not specified in the PD, and 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.15.2 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, Manufacturing Technology, and Operation Support Cost Reduction. Product improvements may be proposed by either the Contractor or the Government to eliminate operational shortcomings, improve operational effectiveness, accommodate fielding requirements, or provide savings to the Government. **No product improvements will be considered prior to contract award.**

C.15.3 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 a portion of a PDS to demonstrate the effectiveness of the proposal. Technologies that reduce the IMTV weight (without degradation of other performance characteristics), and/or increases performance, durability, and service life are a priority. **No ECPs will be considered prior to contract award.**

C.16 TEST AND EVALUATION

C.16.1 First Article Test. The Government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing (See Section I for clause in full text).

C.16.2 First Article Test Requirements.

- (a) The Contractor shall deliver forty-three (43) 15 inch by 15 inch shoot packs, twenty (20) yoke shoot packs and fifteen (15) IMTV production systems (3 of each size XS, SM, MD, LG, XL) for non-ballistic and ballistic requirements and verifications within 45 days of contract award IAW Attachment J.2 (Delivery address is provided in Section F).
- (b) The Government's First Article Test may include verification of any or all of the requirements specified in the PD (Attachment J.2).
- (c) First Article Test approval remains in effect and production may continue per the special provisions in Attachment J.2, Appendix D.
- (d) Any additional First Article Test required to validate revised or new designs shall be conducted in accordance with the contract.

C.16.3 Field User Evaluation.

200 IMTV production units, balanced across the tariff, will be ordered from each awardee and shall be delivered 15 days after First Article Test (FAT) approval is provided by the Government. These systems will undergo User Evaluations (FUE) at Marine Corps installations. Designated USMC personnel will perform standard infantry/military tasks while wearing the IMTVs and PCs and compare and contrast each system with the currently fielded system

C.17 CONFIGURATION MANAGEMENT

C.17.1 All production quantities submitted after approval of the First Article Test shall be produced using the same raw material suppliers, materials, processes, procedures, equipment and facilities that resulted in the manufacture of the acceptable First Article Test items. This includes all raw materials and/or sub-components. Any change in the production of the approved First Article Test items, to include raw material supplier and production processes, must be reported in writing to the Contracting Officer who, along with the Government Project Officer, will determine if a new First Article Test is required.

C.17.2 The Contractor shall maintain a Configuration Management (CM) process for the control of raw material utilized in the ballistic filler designs that are approved by the Government in accordance with First Article Test requirements. The Contractor shall furnish, with each lot submitted to the government, the associated ballistic filler raw material traceability matrix to include raw material supplier Certificates of Conformance (CoC) and lots of raw material used in each lot presented to the Government. The principles contained in MIL-HDBK-61 may be used for guidance. The Contractor's CM process shall consist of configuration identification and configuration control of all raw materials utilized in the production of ballistic filler. The CM process shall interface with other acquisition requirements such as design review, quality assurance, and other program related disciplines shall be addressed.

C.18 LOT ACCEPTANCE TEST AND EVALUATION

C.18.1 The contractor shall provide measurements and certificates of conformance for all in-process material inspections needed to meet the minimum requirements of the performance specification. End item ballistic testing shall be conducted on all lots presented to the government IAW Attachment J.2 Appendix D. Only the ballistic system that has successfully completed Government First Article Testing (FAT) shall be used and submitted for Lot Acceptance Testing. The Contractor shall assign lot and serial numbers to each ballistic component produced and shall be able to track those serial numbers back to Lot Acceptance Testing and raw materials. Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) shall identify randomly selected serial number components to be pulled from production for purposes of ballistic testing.

C.18.2 The Contractor shall conduct 100 percent in-process visual examination of ballistic filler assemblies in accordance with Attachment J.2 paragraph 4.5.4 and Appendix C, Table IV. Furthermore, the Contractor shall maintain within their CM process all CoCs stipulated in Attachment J.2 Appendix C Table I associated to each lot submitted to the Government. CoCs shall be provided to the Government upon request.

C.18.3 The lot size referenced on DD Form 1222 (Request for and Results of Tests), shall include the total quantity that will be delivered as well as the total quantity of samples submitted for ballistic testing. The contractor shall be responsible for tests conducted at a mutually agreed upon, National Institute of Justice (NIJ) certified laboratory or a government direct Government Test Lab. The Government shall be given 10 days notice to witness all QA testing. All costs incurred for Quality Assurance (QA) Lot Testing performed in conjunction with this contract will be borne by the Contractor, to include but not limited to, transportation, the QA testing conducted by the NIJ certified laboratory (or government direct Government Test Lab), ballistic panels consumed, expended, and/or otherwise rendered unusable as a result of testing. Ballistic panels consumed during the conduct of QA Lot Testing will not be included as part of deliverable quantities stated in the contract.

C.18.4 The Designated Authority (below) shall be placed in box 17 of all DD Form 1222 (Request for and Results of Tests), and the test lab shall provide the results of all testing directly to the designated authority. No lot shall be released from the Contractor's facility prior to receipt of notification of acceptance from the Government (DCMA, contracting agency or designated authority). The Designated Authority for this contract includes:

Mr. John Kirejczyk
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)
1 Kansas Street
Natick, MA 01760

TEL: 508-233-4348; DSN: 256-4348; FAX: 508-233-5985
Email: john.kirejczyk@us.army.mil

C.18.5 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 this contract and all associated specifications or statements of work. 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 QA and/or verification tests against any or all requirements of the contract and/or its specifications at any time as a condition of acceptance. Testing may be performed at a Government laboratory.

C.19 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.20 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.21 IN PROCESS REVIEWS (IPR). The contractor shall host and participate in IPRs as required. Initially, IPRs will be conducted on a quarterly basis at a minimum. The IPR reviews the progress of the IMTV 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.22 WARRANTY. The Contractor warrants the IMTV for workmanship, materials, design, and compliance with the performance specifications.

Section D - Packaging and Marking

PACKAGING AND MARKING

(a) Packaging, for both the PC, IMTV, and any components thereof will be best commercial practice in accordance with (IAW) the current version of MIL STD 129. All shipments will be on a 40 X 48 inch four way pallet (standard military pallet).

(b) Overpacked Items- The Government will order one (1) repair kit (CLINs 0033 and/or 0087) to be overpacked with each system ordered.

(c) All shipping containers shall be marked with durable, legible print that includes quantities, serial and lot numbers, weight, and cube dimensions, as well as the contract and delivery order number and the Contractor's name and address. All marking will be IAW Appendix E of Attachments J.1 and J.2.

(d) Items will be labeled IAW the format specified in Attachment J.1, Appendix E for Plate Carriers and components, and Attachment J.2, Appendix E for IMTVs and components.

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
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
0013	Origin	Government	Origin	Government
0014	Origin	Government	Origin	Government
0015	Origin	Government	Origin	Government
0016	Origin	Government	Origin	Government
0017	Origin	Government	Origin	Government
0018	Origin	Government	Origin	Government
0019	Origin	Government	Origin	Government
0020	Origin	Government	Origin	Government
0021	Origin	Government	Origin	Government
0022	Origin	Government	Origin	Government
0023	Origin	Government	Origin	Government
0024	Origin	Government	Origin	Government
0025	Origin	Government	Origin	Government
0026	Origin	Government	Origin	Government
0027	Origin	Government	Origin	Government
0028	Origin	Government	Origin	Government
0029	Origin	Government	Origin	Government
0030	Origin	Government	Origin	Government
0031	Origin	Government	Origin	Government
0032	Origin	Government	Origin	Government
0033	Origin	Government	Origin	Government
0034	Origin	Government	Origin	Government
0035	Destination	Government	Destination	Government
0036	Origin	Government	Origin	Government
0037	Destination	Government	Destination	Government
0037AA	Destination	Government	Destination	Government
0037AB	Destination	Government	Destination	Government
0037AC	Destination	Government	Destination	Government

0037AD	Destination	Government	Destination	Government
0037AE	Destination	Government	Destination	Government
0037AF	Destination	Government	Destination	Government
0037AG	Destination	Government	Destination	Government
0038	Origin	Government	Origin	Government
0039	Origin	Government	Origin	Government
0040	Origin	Government	Origin	Government
0041	Origin	Government	Origin	Government
0042	Origin	Government	Origin	Government
0043	Origin	Government	Origin	Government
0044	Origin	Government	Origin	Government
0045	Origin	Government	Origin	Government
0046	Origin	Government	Origin	Government
0047	Origin	Government	Origin	Government
0048	Origin	Government	Origin	Government
0049	Origin	Government	Origin	Government
0050	Origin	Government	Origin	Government
0051	Origin	Government	Origin	Government
0052	Origin	Government	Origin	Government
0053	Origin	Government	Origin	Government
0054	Origin	Government	Origin	Government
0055	Origin	Government	Origin	Government
0056	Origin	Government	Origin	Government
0057	Origin	Government	Origin	Government
0058	Origin	Government	Origin	Government
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0061	Origin	Government	Origin	Government
0062	Origin	Government	Origin	Government
0063	Origin	Government	Origin	Government
0064	Origin	Government	Origin	Government
0065	Origin	Government	Origin	Government
0066	Origin	Government	Origin	Government
0067	Origin	Government	Origin	Government
0068	Origin	Government	Origin	Government
0069	Origin	Government	Origin	Government
0070	Origin	Government	Origin	Government
0071	Origin	Government	Origin	Government
0072	Origin	Government	Origin	Government
0073	Origin	Government	Origin	Government
0074	Origin	Government	Origin	Government
0075	Origin	Government	Origin	Government
0076	Origin	Government	Origin	Government
0077	Origin	Government	Origin	Government
0078	Origin	Government	Origin	Government
0079	Origin	Government	Origin	Government
0080	Origin	Government	Origin	Government
0081	Origin	Government	Origin	Government
0082	Origin	Government	Origin	Government
0083	Origin	Government	Origin	Government
0084	Origin	Government	Origin	Government
0085	Origin	Government	Origin	Government
0086	Origin	Government	Origin	Government
0087	Origin	Government	Origin	Government

0088	Origin	Government	Origin	Government
0089	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

CLAUSES INCORPORATED BY FULL TEXT

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

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

Title	Number	Date	Tailoring
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****ISO 9001:2000 (This is only a reference for the higher quality system equivalent, not a requirement for certification)**

(End of clause)

Section F - Deliveries or Performance**F.1 CONSIDERATION FOR LATE INSPECTION AND ACCEPTANCE**

a. The contractor shall be assessed two (2) PCs or (2) IMTVs (whichever applies) at “no cost” to the Government for every 100 PCs or IMTVs that are not inspected and accepted at the contractor’s facility by the required date. In accordance with FAR 52.249-14, consideration due the Government will only be applicable in cases where late inspection and acceptance is caused by an occurrence within the reasonable control of the Contractor. Sizes and quantities will be in accordance with the applicable size tariff. A new CLIN will be incorporated for these quantities into the Delivery Order for which the late inspection and acceptance occurred..

b. Consideration will not be assessed without discussions between the Government and the Contractor. If the Contractor is ahead or behind “scheduled” inspection and acceptance going into any month and does not meet the “scheduled” inspection and acceptance for that month, consideration will be assessed on the “net” number of systems that are delinquent (e.g., if 100 IMTVs were inspected and accepted ahead of schedule in one month and the Contractor is late on inspection and acceptance of 150 IMTVs in the subsequent month, consideration will only be assessed on 50 IMTVs).

F.2 DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	45 dys. ADC	3	NATICK, MA. JOHN KIREJCZYK USA NSRDEC 1 KANSAS STREET, BLDG D RM 218 NATICK MA 01760-5019 508-314-1147 FOB: Destination	W91A2K
0001AB	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0001AC	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0001AD	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0001AE	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0001AF	45 dys. ADC	43	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0002 thru 0006	Maximum of 5,000 per month – Exact Quantities To Be Determined In Individual Delivery Orders			
0007 thru 0034	To Be Determined In Individual Delivery Orders	TBD	TBD	TBD
0035			IAW DD Forms 1423 –See Exhibits	
0036	N/A	N/A	N/A	N/A
0037	N/A	N/A	N/A	N/A
0037AA	45 dys. ADC	3	NATICK, MA. JOHN KIREJCZYK USA NSRDEC 1 KANSAS STREET, BLDG D RM 218 NATICK MA 01760-5019 508-314-1147 FOB: Destination	W91A2K
0037AB	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0037AC	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0037AD	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0037AE	45 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0037AF	45 dys. ADC	43	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K
0037AG	45 dys. ADC	20	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91A2K

0038 thru 0042 Maximum of 9,000 per month – Exact Quantities To Be Determined In Individual Delivery Orders

0043 thru 0088	To Be Determined In Individual Delivery Orders	TBD	TBD	TBD
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0089 IAW DD Forms 1423 –See Exhibits

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991

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

G.2 REMITTANCE ADDRESS

If Block 7 of the Standard Form 26 is checked, the Government shall make payment as follows:

OR

The address to which Electronic Funds Transfer (EFT) payments should be made by the Government is as follows
(OFFERORS SHALL FILL-IN AS APPROPRIATE):

Bank Name:

Account Number:

ABA Number:

Swift Code:

G.3 CONTRACTOR'S CONTRACT ADMINISTRATION (*OFFERORS SHALL FILL-IN*)

The Contractor's contract administration functions will be performed at the following address:

Name and Title _____

Responsible Office _____

Address _____

Telephone Number _____

DUNS # _____ CAGE # _____

G.4 ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", 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.eb.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.eb.mil/>.

The USMC WAWF-RA point of contact (POC) for this contract for DoDAAC M67854 is Mike Berry and he can be reached at 703-432-3324 and by e-mail at michael.s.berry@usmc.mil. The alternate point of contact (POC) for this contract for DoDAAC M67854 is Leigh D'Lugos and she can be reached by e-mail at susan.dlugos.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: TBD
Issue By DoDAAC: M67854
Admin Office DoDAAC: TBD
Ship To/Service Acceptor DoDAAC: TBD
Contract Number: TBD

SPECIAL NOTE

Before closing out of an invoice session in WAWF-RA, but after submitting the 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 USMC WAWF-RA POC's email address in the first email address block, the alternate POC's, and add any other additional email addresses desired in subsequent 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: The USMC WAWF-RA POC identified above is for WAWF issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract.

CLAUSES INCORPORATED BY FULL TEXT**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)**

(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 Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(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 and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) 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)

Section H - Special Contract Requirements

H.1 AWARD OF DELIVERY ORDERS

H.1.1 Initial Delivery Orders

(a) First Article Test (FAT) Units and 200 Production Units of the IMTV and/or PC will be purchased from all awardees.

(b) Initial funding (i.e., FY 09 funding) for items beyond the first 200 will be allocated amongst the awardees in the inverse percentage of a particular awardee's total evaluated price for all CLINs related to a particular system in relation to the sum of each awardee's total evaluated price for all CLINs related to a particular system.

Example : Two (2) Contract Awards For IMTV

P_1 = Total Evaluated IMTV Price For Awardee 1 (i.e., \$100,000,000)
 P_2 = Total Evaluated IMTV Price For Awardee 2 (i.e., \$110,000,000)
 O_1 = % of dollar value of order For Awardee 1 (i.e., 52.4%)
 O_2 = % of dollar value of order For Awardee 2 (i.e., 47.6%)

Awardee 1 Allocation	Awardee 2 Allocation
Formula: $\frac{P_2}{P_1 + P_2} = O_1$	Formula: $\frac{P_1}{P_1 + P_2} = O_2$
$\frac{\$110,000,000}{\$100,000,000 + \$110,000,000} = .524$	$\frac{\$100,000,000}{\$100,000,000 + \$110,000,000} = .476$

In the above example, Awardee 1 (O_1) would receive 52.4% of the available funds and Awardee 2 (O_2) would receive 47.6% of the funds available.

H.1.2 Subsequent Delivery Orders

In accordance with FAR 16.505 (b), awardees will be provided a fair opportunity to be considered for subsequent delivery orders (i.e., orders issued after 30 September 2009). The award of subsequent delivery orders will be based on a number of factors including ability to meet delivery schedule, past performance on previous orders and price

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	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	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
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	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
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
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7001	Warranty Of Data	DEC 1991
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)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **Plate Carriers under SLINs 0001AA, 0001AB, 0001AC, 0001AD, 0001AE and forty-three (43) Shoot Packs under 0001AF and/or IMTVs under SLINs 0037AA, 0037B, 0037AC, 0037AD, 0037AE, forty-three (43) Shoot Packs under 0037AF (only if not ordered under SLIN 0001AF), and twenty (20) yoke shoot packs under 0037AG within 45 calendar days** from the date of this contract to the Government at the address identified in Section F. 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 contract award through 60 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 **200 items**, 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 **what is contracted for under under the applicable CLIN/SubCLIN;**

(2) Any order for a combination of items in excess of **the total amount contracted for under all CLINs and SubCLINs; 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 quantities ordered during the 60 month period of performance have been delivered.**

(End of clause)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(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.acq.osd.mil/dpap/>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
J.1	Purchase Description, Body Armor, Multiple Threat, Plate Carrier dated 28 April 2009	80
J.2	Purchase Description, Body Armor, Multiple Threat, Improved Modular Tactical Vest dated 28 April 2009	82
J.3	Tables for Listing PC and IMTV Non-Ballistic Sub-Component Materials	2
J.4	Tables for Listing PC and IMTV Finished Component Weights	1
J.5	Past Performance Questionnaire	2
J.6	Past Performance Participant Summary	1
J.7	Offeror Pricing Spreadsheets	10
J.8	Offeror Summary Table of Unit Prices By CY	3
J.9	Plate Carrier Patterns	Zip file
J.10	IMTV Patterns	Zip file
Exhibit A A001 A002 A003	Contract Data Requirements List (CDRL) DDForm 1423 with Associated Data Item Descriptions: Contractor Progress, Status, and Management System Safety Hazard Analysis Report (SSHAR) Safety Assessment Report (SAR)	

Section K - Representations, Certifications and Other Statements of Offerors**BERRY AMENDMENT COMPLIANCE**

I, _____, in submitting this offer under M67854-09-R-3000 affirm that only products compliant with the Berry Act (10 USC 2533a) will be delivered to the Government. As such all items delivered, either as end products or components, will be grown, reprocessed, reused, or produced in the United States (as defined in the appropriate DFARS clause of the contract) or in the case of products containing specialty metals (as defined at DFARS 252.225-7014(a)(2)) will contain only metal that is melted in the United States, its outlying areas, or a qualifying country (DFARS 225.872-1). This certification covers all materials (including those of all components) except for specialty metals supplied by subcontractors at any tier, and all labor (including that of all intervening processes), whether performed by the offeror or any of its subcontractors at any tier, except for the fabrication of end products containing specialty metals.

CLAUSES INCORPORATED BY FULL TEXT**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **315299**.

(2) The small business size standard is **500 employees**.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies. **(THIS APPLIES TO M67854-09-R-3000)**

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

☒ Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

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

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

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

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

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

- ~~X~~---(viii) **52.223-13, Certification of Toxic Chemical Release Reporting.**

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

(End of Provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(End of provision)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 315299 (insert NAICS code).

(2) The small business size standard is 500 employees (insert size standard).

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies. **(THIS APPLIES TO M67854-09-R-3000)**

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

(X) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

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

FAR/DFARS clause No.	Title	Date	Change

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

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2009)

(a) Definitions. Commercially available off-the-shelf (COTS) item, domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

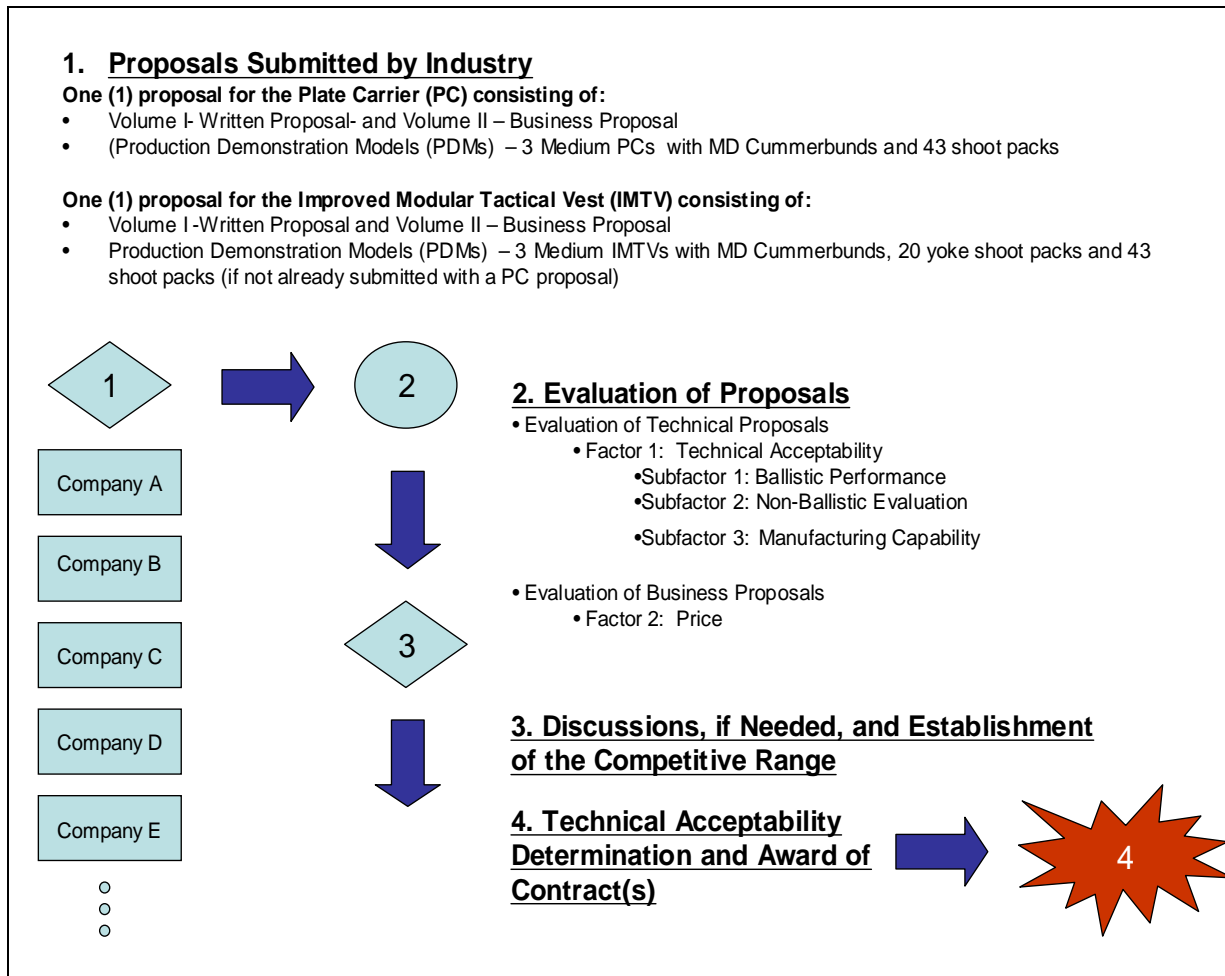
(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

L.1 EVALUATION PROCESS OVERVIEW

The diagram below provides a visual representation of the acquisition approach to this procurement:



The Government anticipates awarding multiple contracts using Lowest Price Technically Acceptable (LPTA) source selection procedures. Offerors shall submit their proposal for one or both systems prepared in accordance with the instructions presented herein. Evaluation of proposals will consist of PDM ballistic and non-ballistic evaluations, a review of Offerors' written technical information, price as well as past performance information to make a responsibility determination in accordance with FAR 9.104-1. Based on initial results, the Government may elect to make awards on initial offers. In the event that discussions are deemed necessary a competitive range will be established. Therefore, the Offeror's initial proposal(s) should contain the offeror's best terms, as revisions may not be permitted.

L.2 PROPOSAL SUBMISSION

L.2.1 Address and Due Date

Sealed proposals, including Volumes I, II, PDMs and shootpocks shall be received at the following location **no later than 21 July 2009 at 3:00 PM LOCAL TIME.**

Commanding General
Contracts Directorate, CT023
Marine Corps Systems Command
2201A Willis Street
Quantico, VA 22134-6050
Attn: S. Leigh D'Lugos, RFP: M67854-09-R-3000

L.2.2 Package Labeling

All packages/boxes submitted in response to this solicitation shall reflect the following on the address label:

- Solicitation Number: M67854-09-R-3000 (Identify if Plate Carrier or IMTV)
- The legend "TO BE DELIVERED UNOPENED TO"
- The volume and copy number of written material contained in each package/box.
- Quantity of Shoot Packs and/or Quantity of Product Demonstration Models (PDMs)

L.3 PROPOSAL PREPARATION INSTRUCTIONS

L.3.1 General Proposal Format - Offerors shall submit both technical and business proposal(s) as separate volumes in loose-leaf three ring binders. Offerors shall submit one original technical proposal for each system proposed (i.e., PC and IMTV) and one original business proposal for either one or both systems, clearly marked as the originals. Each copy shall have a cover sheet marked with the copy number (e.g., Copy 1 of 6), title, RFP identification, and classification (i.e., PC, IMTV or PC/IMTV) and offeror's name. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. Documents shall be stamped "For Official Use Only and Source Selection Sensitive- See FAR 2.101 and 3.104 ." Original and numbers of copies requested are provided below:

VOLUME	CONTENT	COPIES
Volume I	Plate Carrier Technical Proposal IMTV Technical Proposal	Original + 6 (plus 1 electronic copy) Original + 6 (plus 1 electronic copy)
Volume II	PlateCarrier and IMTV Business Proposal	Original + 1 (plus 1 electronic copy)

L.3.2 Volume I – Technical Proposal(s)

L.3.2.1 Technical Proposal Submission

Offerors may submit proposals for either the PC, the IMTV or for both systems. Offerors may submit **only one** full and complete proposal for the PC, and **only one** full and complete proposal for the IMTV. Each technical proposal must, individually, include the required number of Product Demonstration Models (PDMs), shoot packs and all required written technical documentation.

NOTE: Offerors responding with proposals for both the PC and IMTV shall propose **only one** ballistic system to be used in both systems.

L.3.2.2 Product Demonstration Models (PDMs) and Shoot Packs

Offerors shall submit the following items as part of their technical proposal(s), to demonstrate form, function, aesthetic/uniform requirements and technical effectiveness:

- Plate Carrier Proposal: Three (3) PC PDMs with cummerbunds for non-ballistic requirements and verifications. PC patterns are provided as Attachment J.9.
- IMTV Proposal: Three (3) IMTV PDMs with cummerbunds for non-ballistic requirements and verifications and twenty (20) yoke shoot packs in accordance with Attachment J.2 paragraph 6.4 for ballistic testing. IMTV patterns are provided as Attachment J.10.
- 15 inch by 15 inch Shoot Packs: Forty-three (43) 15 inch by 15 inch shoot packs in accordance with Attachment J.1/ J.2 paragraph 6.4 for ballistic testing.

Each PDM and shoot pack shall be identified on the inner surface with a removable label that identifies the Offeror submitting the proposal. This label identification shall be such that it does not affect the performance or evaluation of the design.

As previously mentioned, both systems **must** utilize the same soft armor solution. Failure to submit PDMs or failure to submit only one (1) soft armor solution for both systems **shall render an entire proposal unacceptable.**

Submitted shoot packs will be subject to ballistic testing at either a commercial independent test laboratory or government test laboratory in accordance with Section M of this solicitation and Appendix D of Attachment J.1 and J.2.

L.3.2.3 Written Technical Proposal(s)

Each written technical proposal shall consist of no more than (40) pages (**excluding ballistic test data, Certificates of Conformance (CoCs), and commitment letters from raw material suppliers**). Electronic versions of proposal (s) (CD/DVD Microsoft Word or compatible) shall be provided in addition to the hard copies. Should conflicts arise between the material presented in the hard copy and the electronic copy, the hard copy material shall govern. Evaluators will read only up to the maximum number of pages specified-all information on pages past the maximum number will not be evaluated. Proposal type shall be no smaller than a font size of eleven (11), Courier New, and may be single-spaced. Page size shall not exceed 8½" x 11". Drawings, pictures, fabric certifications, and other written documentation provided shall be counted in 8½" x 11" increments (e.g., an 11" x 17" document will count as two pages). Items like title pages and tables of contents will not count towards the overall page limit; however, such items shall be limited in use. Offerors will be required to ensure each page indicates proper identification in the header or footer. **The Technical Proposal(s) shall be VOID of any proposal price information.**

L.3.2.3.1 Ballistic Written Data

(a) **Ballistic Test Results** - Offerors' shall provide ballistic test data relevant to the ballistic performance requirements of Attachments J.1 and J.2 and limited to no more than 27 pages (not including Certificates of Conformance (CoCs)). Written test results will be validated by ballistic testing .

(b) **Ballistic Material Data** - Additionally Offerors shall provide:

A concise list/table/matrix providing ballistic filler material configuration to include the following:

- Ballistic filler material:
 - Raw material supplier
 - Material fiber type
 - Denier
 - Weaver
 - Style of weave
 - Pic count
 - Treatments
 - Resin matrix (if applicable)
 - Any unique characteristic(s) not listed
- Configuration:
 - Contractor design configuration code/product name
 - Number of ply's of each material type and the sequence in which they are configured
 - Areal density (lbs/sq. ft.)
 - Total thickness to the nearest 0.01 inches
 - Flexibility
 - Any unique characteristic(s) not listed

L.3.2.3.2 Non-ballistic Written Information

(a) A concise list/table/matrix of all non-ballistic sub-component materials used in the fabrication of the PDMs and reference to an appendix of the written technical proposal(s), test data and/or CoC's if applicable. Attachment J.3 provides a suggested minimum format, additional information provided in a logical presented format is acceptable.

(b) A list/table of PC and IMTV finished component weights (see Attachment J.4 for table format).

L.3.2.3.3 Manufacturing Capability

Offerors shall discuss, in detail, their ability to provide 5,000 Plate Carriers per month and 9,000 IMTVs per month (concurrently if proposing on both systems) beginning April 2010. Offerors shall describe proposed production and quality assurance plans to deliver a reliable product conforming to contract requirements.

At a minimum, proposals shall include the following:

- a) Information about the production capacity relative to the proposed item, equipment and personnel, and how these enable the Offeror to meet the required delivery schedule(s). This shall include capacity for secure storage of raw material and finished items until they are inspected and notification of acceptance is received from the Government.
- b) Location of manufacturing facilities (including 1st tier subcontractor facilities) accompanied by a detailed process flow chart of material input, output and production steps in sequential order in the production of the item. This shall not include raw material supplier production processes.
- c) Commitment letters from raw materials suppliers (commitment letters do not count towards the 40 page limit for technical proposals).
- d) Manufacturing Agreements with subcontractors (if applicable) – include the percentage of work that will be performed by each subcontractor.
- e) Monthly maximum manufacturing capacity available to produce the PC and/or IMTV.
- f) A detailed description of the proposed configuration management (CM) process for the control of ballistic filler designs and special provisions in Appendix D of Attachments J.1 and J.2.
- g) A detailed description of the Offeror's quality assurance plan and corrective action methods and how these will be implemented during the production process to ensure a reliable product under continuous production. Offerors may provide a copy of their standard QA plan. This shall include procedures for notification and quarantining of defective raw material and finished items.

L.3.3 Volume II – Business Proposal

The Business Proposal shall include a completed, signed copy of the entire solicitation, with all appropriate “fill-in” sections and statements completed. Failure to provide a complete business submission may result in disqualification of an Offeror's proposal from competition. If any exceptions are taken to the terms and conditions of the solicitation, they shall be clearly set forth in a cover letter; and they shall be explained by the Offeror with the understanding the exceptions may render the Offeror's proposal unacceptable to the Government. Should conflicts arise between the hard copy written material presented in the Business Proposal and the electronic version submitted, the hard copy written material in the Business Proposal shall govern. **There is no restriction on page count for the Business Proposal.** The Business Proposal shall include the following:

1. **The Offer** - a completed, signed copy of the entire solicitation, with all appropriate “fill-in” sections completed as follows:
 - **Section A:** An official having the authority to bind the firm contractually must sign the SF33. If this individual is not an officer of the company, the proposal shall be accompanied by some form of written evidence of the individual's authority to bind the company, under contract, to a particular course of action. This might include such evidence as a written delegation of said authority, signed by an officer of the company.

- **Section B:** Follow the below instructions for particular CLIN/SubCLIN pricing:
 - Fill-in Section B CLIN and SubCLIN prices/amounts in accordance with the B.4 Section B Pricing Instructions. .
 - **Offeror Pricing Spreadsheets** -Provide Offeror Pricing Spreadsheets for CLINs 0002 thru 0006 and 0038 thru 0042 in both hard copy and the electronic format provided as Attachment J.7.
 - **Summary Table of Unit Prices By Calendar Year** - Include a Summary Table of Unit Prices for all CLINs with CY pricing (i.e., all CLINs but SubCLINs 0001AA thru 0001AF and SubCLINs 0037AA thru 0037AG) in the format provided in Attachment J.8.
- **Section G:** Insert the required information in the spaces provided.
- **Section K:** Complete all the required certifications, representations, and acknowledgments for the prime contractor and subcontractors as applicable.
- **Amendments:** Acknowledge amendments to this solicitation. Amendments must be acknowledged by signature of an official having the authority to bind your firm contractually by the completion of the SF30 or appropriate annotation on the SF33.
- **Certification:** Offerors shall also execute and include the following Certification in the Business Volume:

I hereby certify our offer dated (INSERT DATE) in response to solicitation M67854-09-R-3000 meets and/or exceeds all of the requirements delineated in solicitation M67854-09-R-3000. In addition, I hereby certify our offer dated (INSERT DATE) in response to solicitation M67854-09-R-3000 does not take any exception to, deviate from, or otherwise request a waiver for any of the requirements delineated in solicitation M67854-09-R-3000. Moreover, I hereby certify our offer dated (INSERT DATE) in response to solicitation M67854-09-R-3000 does not include any ground rules, assumptions, or any other verbiage which conditions or otherwise limits our offer dated (INSERT DATE) in response to solicitation M67854-09-R-3000.

Company:

Authorized Signature/Title/Date:

2. Past Performance for Responsibility Determination

Past performance is not an evaluation factor and will not be evaluated on a pass/fail basis. Rather, the Government will review each Offeror's respective past performance information as a matter of determining responsibility in accordance with FAR 9.104. Offerors are advised that the Government may use and evaluate independently obtained past performance data such as Past Performance Information Retrieval System (PPIRS) data and Past Performance Questionnaires (PPQ), as well as recent and relevant past performance data provided by the Offeror. Therefore, the Government requests Offerors provide past performance information that adequately supports their stated capabilities to accomplish the work defined in the solicitation. Since the Government may not necessarily interview all of the sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of any past performance data provided. Furthermore, the Government does not assume the duty to search for data to explain or remedy any inconsistencies it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror. **All past performance information required is applicable to all proposed first-tier labor subcontractors (e.g. soft armor suppliers, carrier manufacturer) with whom the Offeror is teaming, as well as the Offeror. The Offeror shall submit**

with its proposal its first tier subcontractors' letter(s) of consent allowing the Government to disclose the subcontractors' past performance to the Offeror if necessary.

At a minimum, proposals shall include the following information for work similar in size, scope, and/or complexity to the IMTV and PC systems: technical relevance of the referenced effort to this procurement, demonstrated technical and schedule performance, general responsiveness to contract requirements, management aspects of the effort to include problem resolution, quality of the products and services, and overall customer satisfaction with products and services. For any contracts which did not/do not meet the original requirements with regard to original cost, schedule, or technical performance, the Offeror shall provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. Provide a copy of any cure notices or show cause letters received on each contract listed and description of any corrective action taken.

Offerors shall submit past performance citations within the past three (3) years that are relevant to the efforts required by this solicitation. **PLEASE SUBMIT NO MORE THAN FIVE (5) CITATIONS PER CONTRACTOR/SUBCONTRACTOR**. Pages are limited to no more than 3 pages per citation. In addition, any and all contracts terminated in whole or in part during the past five (5) years, to include those currently in the process of such termination are considered relevant and the Offerors shall provide past performance information for those contracts.

In order to support the above criteria, the Offeror shall complete the first block (contractor name, address, contract number) of the Past Performance Questionnaire, Attachment J.5 to the solicitation and provide it to Program Managers, Procuring Contracting Officers (PCOs), and Administrative Contracting Officers (ACOs) with whom it has had previous experience with regard to past performance. Those individuals are requested to complete the evaluation portion of the Past Performance Questionnaire and email it to the point of contact indicated on the form itself prior to the closing of the solicitation. The Offeror is also required to complete and submit with their proposal the Past Performance Participant Summary, Attachment J.6, identifying those points of contact to which Past Performance Questionnaires were submitted.

An Offeror's failure to provide the requested past performance information does not render an offer unacceptable, but it may have an effect on the Government's responsibility determination.

3. Electronic Submission: To support the Business Proposal, Offerors shall submit their pricing workups (i.e., Offeror Pricing Spreadsheets) and required sections (e.g., Schedule of Supplies) in electronic format (MS Excel 2003 on either CD or DVD) in addition to the written submissions in the Business Proposal. As previously mentioned, should conflicts arise between the hard copy material presented in the Business Proposal and on the CD/DVD, the hard copy written material in the Business Proposal shall govern.

L.4 INCORPORATION OF TECHNICAL PROPOSAL

All or part of the successful Offeror's technical proposal(s) may be incorporated in any contract resulting from this solicitation. The successful Offeror's technical proposal(s) may be incorporated by reference. Nothing contained in the successful Offeror's technical proposal(s) shall constitute a waiver to any other requirement of the contract. In the event of any conflict between the successful Offeror's technical proposal(s) and other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause.

The successful Offeror(s) will provide, as necessary, any updated technical proposal changes that reflect the results/responses to any items of clarification and/or discussions. If, after contract award, it is discovered that changes made as a result of any clarifications and/or discussions were not incorporated in those portions of the technical proposal(s) incorporated into the contract, such changes to the Contractor's documents shall be considered

administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

L.5 PRE-AWARD SURVEY

A Pre-Award Survey may be conducted to examine the Offeror's technical ability, production capacity, tailored quality control plan, management structure, financial capability, accounting systems, labor resources, performance record, and ability to meet required schedules.

L.6 PRE CONTRACT COSTS

Pre contract costs are not authorized.

L.7 QUESTIONS REGARDING THE SOLICITATION

Offerors should read the terms and conditions of this solicitation carefully and refer any questions in writing to the contract specialist, Ms. S. Leigh D'Lugos via email: susan.dlugos.ctr@usmc.mil no later than **12:00 PM local time on 26 June 2009**. Offerors are put on formal notice that questions/comments/concerns received by the contract specialist after that time frame may not be answered. Government responses will be posted via published amendment to the solicitation.

L.8 USE OF NON-GOVERNMENT ADVISORS

Offerors are advised that proposals, PDMs, and other technical/proprietary data will be released to non-Government advisors for review, and/or general project support such as assistance in drafting evaluation reports. Advisors will act in a supporting capacity only. Non-Government advisors are prohibited from evaluating proposals for technical acceptability or recommending the selection of a source.

Identification of the Non-Government advisors is as follows:

<u>Name</u>	<u>Position</u>	<u>Company Affiliation</u>
Leigh D'Lugos	Contract Specialist	Kalman & Company
Bill Carney	Program Analyst	Kalman & Company
John Lovelidge	Logistician.	Patricio Enterprises

The release of proposal information to non-Government advisors will be subject to the controls outlined in the FAR and non-Government advisors will be required to complete and sign a non-disclosure statement.

Also, they are not normally allowed to participate in presentations or discussions, but may attend if requested by the chairperson(s). Non-Government advisors are not normally allowed to participate in government decision-making meetings unless invited by the chairperson(s) to be present during a particular portion of the meeting when they may be called upon to provide specific technical information.

Organizational Conflict of Interest (OCI) clauses are included in the contracts under which non-Governmental technical advisors will provide support to this source selection. The OCI clauses require the companies and individual non-Government advisors to protect offeror proprietary data and government source selection information and prohibit the companies from otherwise participating as an Offeror, a subcontractor, or as a consultant to an Offeror/subcontractor in relation to this acquisition participation.

If the Offeror objects to disclosure but fails to submit a written statement as described below, this will be interpreted by the Government as implying an Offeror consents to release of any proprietary, confidential, or privileged commercial or financial data provided in response to this solicitation, to non-Government advisors for review and analysis.

L.9 USE OF NON-GOVERNMENT ADVISOR CONSENT/OBJECTION STATEMENT

Offerors shall complete paragraph (1) below or provide written objection to disclosure as indicated in paragraph (2) below. If the Offeror objects to disclosure of only a portion of the proposal, the consent in (1) should be provided for the remainder of the proposal.

(1) I understand technical data submitted to the Government in response to this solicitation will be released to non-Government advisors. I consent to release of any (unless objection is provided in (2) below) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm: _____
 Name (individual authorized to commit firm): _____
 Title: _____

(2) Any objection to disclosure:

- (i) Shall be provided in writing to the Contracting Officer within 10 days of RFP issuance; and
- (ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price, Indefinite Quantity/Indefinite Delivery (IDIQ) contract** resulting from this solicitation.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

[**http://www.acq.osd.mil/dpap/**](http://www.acq.osd.mil/dpap/)

(End of provision

Section M - Evaluation Factors for Award

M.1 Evaluation Methodology

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with [FAR 15.101-2](#). Technical tradeoffs will not be made and no additional credit will be given for exceeding the minimum technical requirements. MARCORSYSCOM may award multiple contracts for the PC and IMTV to Offerors whose proposal submissions are determined to be technically acceptable with the lowest evaluated price (per system), who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR), and whose proposal(s) conform to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation. Technical acceptability will be evaluated on all offers. As such, all timely received proposals will be evaluated for acceptability but not ranked using the non-price factors. The Government intends to evaluate proposals and make an award on an “initial offer” without discussions. Should the Government determine discussions to be necessary; the Government will establish a competitive range and notify all Offerors of their inclusion or exclusion. Discussions will be held with those Offerors in the competitive range. Offerors eliminated from the competitive range will be notified in writing in accordance with FAR 15.503. Only those Offerors determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. Price will be evaluated and the proposals will be listed from lowest to highest price (per system) based on the total evaluated price. Award will be made to the lowest evaluated price proposal(s) meeting the acceptability standards for the non-cost factors.

The technical evaluation board will use the following to represent the ratings given for the non-price factor set forth in the solicitation:

TECHNICAL ACCEPTABILITY RATINGS	
Rating	Definition
Acceptable	The proposal meets the requirements specified in the solicitation. Only those proposals determined acceptable, either initially or as a result of exchanges, will be considered for award. Once deemed acceptable, all Technical Proposals are considered equal.
Unacceptable	Fails to meet one or more of the requirements specified in the solicitation. Proposals with an unacceptable rating will not be considered for award.

M.2 Evaluation Factors

Factor 1: Technical Acceptability

Subfactor 1: Ballistic Performance

Subfactor 2: Non-Ballistic Evaluation

Subfactor 3: Manufacturing Capability

Factor 2: Price

M.2.1 Factor 1: Technical Acceptability

M.2.1.1 Subfactor 1: Ballistic Performance

M.2.1.1.1 Shoot Pack Ballistic Testing

Prior to ballistic testing each ballistic filler packets weight and dimensions will be calculated in accordance with paragraph 4.6 of Attachments J.1 and J.2 to determine the systems areal density. Ballistic testing shall be conducted in accordance with Attachment J.1 and J.2 - Appendix D: Ballistic Performance Verification, Ballistic First Article Test Protocol and evaluated against Attachment J.1 and J.2 - Appendix B: Ballistic Protection Requirements.

Inability to meet one or more of the ballistic test requirements shall constitute failure and render the proposal unacceptable.

M.2.1.1.2 Ballistic Written Data

(a) Ballistic Test Results- Ballistic test data provided in accordance with L.3.2.3.1 (a) will be validated by ballistic testing.

(b) Ballistic Material Data - The list/table/matrix of ballistic material data and associated CoCs provided in accordance with L.3.2.3.1 (b) will not be evaluated but will be utilized for configuration management purposes only.

M.2.1.2 Subfactor 2: Non-Ballistic Evaluation

M.2.1.2.1 PDM Non-Ballistic Testing

A technical evaluation board will evaluate PDMs for compliance with stated pass/fail requirements for general quality of workmanship. One (1) PDM (per system proposed) will be evaluated against Appendix C, Table II and Table III. One (1) PDM (per system proposed) will be disassembled and evaluated against Table IV. One (1) PDM (per system proposed) will be for government reference.

Pass/Fail Criteria is as follows:

- a. Attachment J.1 (PC) and Attachment J.2 (IMTV), Appendix C Table II End Item Defects:
 - Pass/Acceptable: Majors ≤ 4 , Minors ≤ 8 (per system)
 - Fail/Unacceptable Majors > 4 ; Minors > 8 (per system)
- b. Attachment J.1 (PC) and Attachment J.2 (IMTV), Appendix C Table III End Item Dimensional Examination:
 - Pass/Acceptable: Majors ≤ 1 , Minors ≤ 3 (per system)
 - Fail/Unacceptable: Majors > 1 ; Minors > 3 (per system)

- c. Attachment J.1 (PC) and Attachment J.2 (IMTV), Appendix C Table IV Visual Examination of Ballistic Filler Size:
 - Pass/Acceptable: Majors = 0; Minors ≤ 2 (per system)
 - Fail/Unacceptable: Majors > 0; Minors > 2 (per system)

M.2.1.2.2 Non-Ballistic Written Information

(a) The list/table/matrix of non-ballistic sub-components and their associated test data and/or CoCs provided in accordance with L.3.2.3.2 (a) shall be reviewed for compliance with the requirements cited in paragraphs 3.2 thru 3.2.21 Attachment J.1 for the PC and J.2 for the IMTV. Inability to meet one or more of the requirements shall constitute failure and render the proposal unacceptable. Notwithstanding, any substitution for items identified in either Attachment J.1 or J.2 by manufacturer's part number that are identified in the CoC as meeting or exceed the performance of the substituted part will be rated acceptable. Additionally, should a specified item/material not be commercially available at the time of PDM submission(s), a written corrective action shall be provided by the Offeror that details their plan to comply with the requirement for FAT and production. A corrective action plan that will result in an item/material that meets the requirement for FAT and production units will be determined acceptable. Any item/material found not to meet the specified requirement, and not specifically identified and accompanied by a corrective action plan will render the proposal unacceptable.

(b) The list/table of PC and IMTV finished component weights provided in accordance with L.3.2.3.2 (b) will not be evaluated but will be utilized for configuration management purposes only.

M.2.1.3 Subfactor 3: Manufacturing Capability

Offerors shall demonstrate their ability to produce 5,000 PCs per month and/ or 9,000 IMTVs per month beginning April 2010. To aid the evaluator's determination of whether or not Offerors can produce at least 5,000 PCs per month and/ or 9,000 IMTVs per month, evaluators will review detailed explanations provided by Offerors of their production capability and capacity, to include number of personnel dedicated to PC and/or IMTV production, percentage of capacity required to meet contract requirements, and the Offeror's quality control approach for its effectiveness in ensuring the reliable manufacturing of items conforming to technical requirements throughout the contract period of performance.

M.2.2 Factor 2 - Price

M.2.2.1 Price Evaluation

The Government will conduct a price analysis using one or more of the techniques specified in FAR 15.404-1(b) in an effort to determine price reasonableness.

M.2.2.2 Total Evaluated Price for Each System

(a) A total evaluated price will be calculated for the Plate Carrier. This total evaluated price will be the sum of the amounts and maximum amounts evaluated for all PC related CLINs/SubCLINs (i.e., SubCLINs 0001AA thru 0001AF and CLINs 0002 thru 0034) in accordance with B.4 Section B Pricing Instructions.

(b) A total evaluated price will be calculated for the IMTV. This total evaluated price will be the sum of the amounts and maximum amounts evaluated for all IMTV related CLINs/SubCLINs (i.e., SubCLINs 0037AA thru 0037AG and CLINs 0038 thru 0088) in accordance with B.4 Section B Pricing Instructions.

M.2.2.4 Unbalanced Pricing

The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.