

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1 73		
2. CONTRACT NO.		3. SOLICITATION NO. M67854-14-R-1010	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08 Apr 2014	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY MCSC PDM ICE 2200 LESTER STREET QUANTICO VA 22134		CODE M67854	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and _____ 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) See Section L								
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		
<b>11. TABLE OF CONTENTS</b>								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>				
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	36 - 46
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 15	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		16 - 23	X	J	LIST OF ATTACHMENTS	47
X	D	PACKAGING AND MARKING		24	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
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X	F	DELIVERIES OR PERFORMANCE		29 - 31				
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<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR				CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	First Article Test (FAT) EFRCE Sets FFP	100	Set		
	The offeror shall submit 100 Enhanced Fire Resistant Combat Ensemble (EFRCE) sets (set = blouse plus trouser) to support First Article Testing (FAT) in order to ensure compliance with the MIL-PRF-EFRCE Purchase Description (Attachment 01). Refer to MIL-PRF-EFRCE Purchase Description and the Statement of Work for additional details.				
	FOB: Origin				
	PROJECT: EFRCE				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	EFRC Woodland MARPAT Blouse FFP	327,000	Each		

Refer to MIL-PRF-EFRC Purchase Description (Attachment 01) and the Statement of Work regarding requirements for EFRC production articles. The Contractor shall be responsible for preservation, packaging, and marking in accordance with Section D and MIL-PRF-EFRC Purchase Description (Attachment 01).

The following pricing is effective based on "date of order":

---

QTY (Price per unit)      1-327,000  
 Ordering Period One (1)    \$ XX  
 [Ordering Period One (1) is defined as "After Date of Contract" (ADC) plus 365 days - ADC is included as day one of this 365 day period. Also known as "Year One," Months 1-12 ADC; Ordering period 2014 through 2015]

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QTY (Price per unit)      1-327,000  
 Ordering Period Two (2)    \$ XX  
 [Ordering Period Two (2) is defined as 366 days "After Date of Contract" (ADC) up to and including day 731 after ADC - ADC plus 366 days is included as day one of Ordering Period Two (2). Also known as "Year Two," Months 13-24 ADC; Ordering period 2015 through 2016; Note - Ordering Period Two (2) accounts for extra day in February 2016 to support Leap Year]

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QTY (Price per unit)      1-327,000  
 Ordering Period Three (3)    \$ XX  
 [Ordering Period Three (3) is defined as 732 days "After Date of Contract" (ADC) up to and including day 1,096 after ADC - ADC plus 731 days is included as day one of Ordering Period Three (3). Also known as "Year Three," Months 25-36 ADC; Ordering period 2016 through 2017]

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QTY (Price per unit)      1-327,000  
 Ordering Period Four (4)    \$ XX  
 [Ordering Period Four (4) is defined as 1,097 days "After Date of Contract" (ADC) up to and including day 1,461 after ADC - ADC plus 1,097 days is included as day one of Ordering Period Four (4). Also known as "Year Four," Months 37-48 ADC; Ordering period 2017 through 2018]

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 FOB: Origin  
 PROJECT: EFRC

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MAX  
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	EFRC Woodland MARPAT Trouser FFP	327,000	Each		

Refer to MIL-PRF-EFRC Purchase Description (Attachment 01) and the Statement of Work regarding requirements for EFRC production articles. The Contractor shall be responsible for preservation, packaging, and marking in accordance with Section D and MIL-PRF-EFRC Purchase Description (Attachment 01).

The following pricing is effective based on "date of order":

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 FOB: Origin  
 PROJECT: EFRC

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MAX  
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	EFRC Desert MARPAT Blouse FFP	327,000	Each		

Refer to MIL-PRF-EFRC Purchase Description (Attachment 01) and the Statement of Work regarding requirements for EFRC production articles. The Contractor shall be responsible for preservation, packaging, and marking in accordance with Section D and MIL-PRF-EFRC Purchase Description (Attachment 01).

The following pricing is effective based on "date of order":

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QTY (Price per unit)      1-327,000  
 Ordering Period One (1)    \$ XX  
 [Ordering Period One (1) is defined as "After Date of Contract" (ADC) plus 365 days - ADC is included as day one of this 365 day period. Also known as "Year One," Months 1-12 ADC; Ordering period 2014 through 2015]

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 FOB: Origin  
 PROJECT: EFRC

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MAX  
 NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	EFRC Desert MARPAT Trousers	327,000	Each		

FFP  
 Refer to MIL-PRF-EFRC Purchase Description (Attachment 01) and the Statement of Work regarding requirements for EFRC production articles. The Contractor shall be responsible for preservation, packaging, and marking in accordance with Section D and MIL-PRF-EFRC Purchase Description (Attachment 01).

The following pricing is effective based on "date of order":

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QTY (Price per unit) 1-327,000  
 Ordering Period One (1) \$ XX  
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 FOB: Origin  
 PROJECT: EFRC

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MAX  
 NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	EFRCE Navy NWU II Trousers FFP	36,000	Each		

Refer to MIL-PRF-EFRCE Purchase Description (Attachment 01) and the Statement of Work regarding requirements for EFRCE production articles. The Contractor shall be responsible for preservation, packaging, and marking in accordance with Section D and MIL-PRF-EFRCE Purchase Description (Attachment 01).

The following pricing is effective based on "date of order":

---

QTY (Price per unit)	1-36,000	Ordering
Period One (1) \$ XX		[Ordering

Period One (1) is defined as "After Date of Contract" (ADC) plus 365 days - ADC is included as day one of this 365 day period. Also known as "Year One," Months 1-12 ADC; Ordering period 2014 through 2015]

---

QTY (Price per unit)	1-36,000	Ordering
Period Two (2) \$ XX		[Ordering

Period Two (2) is defined as 366 days "After Date of Contract" (ADC) up to and including day 731 after ADC - ADC plus 366 days is included as day one of Ordering Period Two (2). Also known as "Year Two," Months 13-24 ADC; Ordering period 2015 through 2016; Note - Ordering Period Two (2) accounts for extra day in February 2016 to support Leap Year]

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QTY (Price per unit)	1-36,000	
Ordering Period Three (3) \$ XX		

[Ordering Period Three (3) is defined as 732 days "After Date of Contract" (ADC) up to and including day 1,096 after ADC - ADC plus 731 days is included as day one of Ordering Period Three (3). Also known as "Year Three," Months 25-36 ADC; Ordering period 2016 through 2017]

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QTY (Price per unit)	1-36,000	
Ordering Period Four (4) \$ XX		

[Ordering Period Four (4) is defined as 1,097 days "After Date of Contract" (ADC) up to and including day 1,461 after ADC - ADC plus 1,097 days is included as day one of Ordering Period Four (4). Also known as "Year Four," Months 37-48 ADC; Ordering period 2017 through 2018]

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 FOB: Origin  
 PROJECT: EFRCE

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MAX  
 NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	EFRCE Navy NWU III Blouse FFP	12,000	Each		

Refer to MIL-PRF-EFRCE Purchase Description (Attachment 01) and the Statement of Work regarding requirements for EFRCE production articles. The Contractor shall be responsible for preservation, packaging, and marking in accordance with Section D and MIL-PRF-EFRCE Purchase Description (Attachment 01).

The following pricing is effective based on "date of order":

---

QTY (Price per unit)	1-12,000	Ordering
Period One (1) \$ XX		[Ordering

Period One (1) is defined as "After Date of Contract" (ADC) plus 365 days - ADC is included as day one of this 365 day period. Also known as "Year One," Months 1-12 ADC; Ordering period 2014 through 2015]

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QTY (Price per unit)	1-12,000	Ordering
Period Two (2) \$ XX		[Ordering

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 FOB: Origin  
 PROJECT: EFRCE

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MAX  
 NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	EFRCE Navy NWU III Trousers FFP	12,000	Each		

Refer to MIL-PRF-EFRCE Purchase Description (Attachment 01) and the Statement of Work regarding requirements for EFRCE production articles. The Contractor shall be responsible for preservation, packaging, and marking in accordance with Section D and MIL-PRF-EFRCE Purchase Description (Attachment 01).

The following pricing is effective based on "date of order":

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QTY (Price per unit)	1-12,000	Ordering
Period One (1) \$ XX		[Ordering

Period One (1) is defined as "After Date of Contract" (ADC) plus 365 days - ADC is included as day one of this 365 day period. Also known as "Year One," Months 1-12 ADC; Ordering period 2014 through 2015]

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QTY (Price per unit)	1-12,000	Ordering
Period Two (2) \$ XX		[Ordering

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QTY (Price per unit)	1-12,000	
Ordering Period Four (4) \$ XX		

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 FOB: Origin  
 PROJECT: EFRCE

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MAX  
 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	DATA IN SUPPORT OF THE EFRCE FFP Contractor shall submit all Contract Data Requirements List (CDRL) information per Attachment 02. THIS CLIN IS NOT SEPARATELY PRICED. FOB: Destination PROJECT: EFRCE		Lot		
NET AMT					

SCHEDULE OF SUPPLIES

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 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 MINIMUM AND MAXIMUMS

Upon approval of 100 Enhanced Flame Resistant Combat Ensemble (EFRCE) First Article Test sets (CLIN 0001; “set” is defined as a trouser plus blouse):

Contract Minimum for all CLINs combined (excluding FAT CLIN with fixed quantity of 100) is 30,000 individual EFRCE articles (unit of issue = Each) or any variation thereof (for example, 15,000 EFRCE sets; set = blouse plus trouser).

Contract Maximum for all CLINs combined (excluding FAT CLIN with fixed quantity of 100) is 375,000 individual EFRCE articles (unit of issue = Each) or any variation thereof (for example, 187,500 EFRCE sets; set = blouse plus trouser).

Of note, CLIN 0010 is for Contract Data List Requirements information and is “not separately priced.”

B.3 SECTION B PRICING INSTRUCTIONS

Follow the below instructions for particular CLIN pricing. Offerors are advised that offered pricing for all CLINs shall be effective through 30 September 2014.

- (a) First Article Test (FAT) EFRCE Sets (CLIN 0001): Fill-in unit price
- (b) Production EFRCE articles (CLIN 0002 -0009): Within the extended description of each CLIN, offerors shall fill-in the unit price for each respective Ordering Period (ordering periods 1-4). Offerors should place their offered price next to the "\$XX" labeling convention. Of note, if filled-out correctly, each CLIN will have four separate prices associated with it, one price for each of the four separate but corresponding ordering periods. Step-ladder pricing is NOT authorized.
- (c) CLIN 0010 is for Contract Data List Requirements information and is "not separately priced."

## Section C - Descriptions and Specifications

STATEMENT OF WORKEnhanced Flame Resistant Combat Ensemble (EFRCE)

**1. SCOPE.** MARCORSYSCOM, PdM ICE, has a requirement for a government-designed, Berry Amendment compliant, Enhanced Flame Resistant Combat Ensemble (EFRCE). Although the EFRCE is similar to the current Flame Resistant Combat Ensemble, the design and fabrics used to construct the ensemble have been modified to increase durability.

The blouse is constructed with a FR knit fabric in the torso area and an FR woven fabric printed in Desert MARPAT™, Woodland MARPAT™, Navy Working Uniform (NWU) Type II or NWU Type III for the blouse sleeves. The trousers are constructed with an FR woven fabric printed in Desert MARPAT™, Woodland MARPAT™, Navy Working Uniform (NWU) Type II, or Navy Working Uniform (NWU) Type III. Each EFRCE must be factory permethrin treated and conform to the permethrin concentration levels and percent bite protection requirements, as established in the EFRCE specification. Permethrin treatment process and garment treatment shall comply with Environmental Protection Agency (EPA) Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and EPA Product Performance Test Guidelines. The permethrin treatment shall not degrade any performance characteristic of the garments or present any latent defects to the cloth or garment.

The vast majority of Marines fit within the size tariff contained within the EFRCE Purchase Description, MIL-PRF-EFRCE (Attachment 01); however, there will be a small number of individuals (estimated between 1-10 per year) who will routinely require a special size. These individuals may require a special measurement EFRCE and the Contractor shall have the flexibility to accommodate this special measurement requirement.

The Contractor shall furnish the services, personnel, facilities, equipment and materials required to produce and deliver the EFRCE units ordered under this contract in accordance with the MIL-PRF-EFRCE Purchase Description (Attachment 01). The Contractor shall further accomplish any additional requirements set forth in this Description.

1.1 Background. The United States Marine Corps (USMC) has a requirement for the USMC Enhanced Flame Resistant Combat Ensemble (EFRCE) which is a component of the ACAT IV-M, Flame Resistant Organizational Gear (FROG) Program. It is one of the programs managed by the Combat, Cold Weather, and Dress Clothing Team which falls under the cognizance of the Product Manager for Infantry Combat Equipment (PdM ICE), Marine Corps Systems Command (MARCORSYSCOM). EFRCE capability will increase the survivability and mobility of the individual Marine supporting Overseas Contingency Operations (OCO) as well as increasing the Marine's lethality in combat. Note – the EFRCE is a Critical Safety Item (CSI) and has been given a criticality designation of “A” in accordance with Federal Acquisition Regulation (FAR) 42.1105.

**2 APPLICABLE DOCUMENTS.** The following documents form a part of this SOW to the extent specified herein. The most recent revision of the referenced document at the time of contract shall be used unless otherwise specified. All Government document issue dates are those listed in the Department of Defense Index of Specifications and Standards (DoDISS). In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained. While every effort has been made to ensure the completeness of this list, documents may be referenced in the SOW not included below. Whether or not an applicable referenced document is listed, all specified requirements cited in this SOW shall be met.

2.1 Government documents. The following document(s) form a part of this SOW to the extent specified herein. Unless otherwise specified, all Government document issue dates are those listed in the DoDISS. Specifications and Standards.

MIL-PRF-EFRCE (FEB 2014)  
MIL-STD-129P, Military Marking for Shipment and Storage  
MIL-STD-130N, Standard Practice Identification Marking of U.S. Military Property

2.2 Other Government documents, drawings, and publications.

DI-CMAN-80642C Notice of Revision  
DI-CMAN-80639C Engineering Change Proposal  
DI-CMAN-80640C, Request For Deviation (RFD)

2.3 Non-Government documents. The following document(s) form a part of this specification to the extent specified herein. Unless otherwise specified, the issue dates of these documents which are DOD adopted are those listed in the DoDISS.

ASTM-D-3951, Standard Practice for Commercial Packaging  
ANSI/ASQ Z1.4, American National Standard, "Sampling Procedures and Tables For Inspection by Attributes"  
National Aerospace Standard (NAS) 411

### **3 REQUIREMENTS.**

3.1 General. The work required by this contract shall be performed in accordance with MIL-PRF-EFRCE (Attachment 1) and this Statement of Work (SOW).

3.2 Detail Tasks.

3.2.1 Program, Subcontractor, and Data Management.

3.2.1.1 Program Management. The contractor shall designate a single individual to serve as the primary point of contact (POC) between the Government and contractor, and who shall be responsible for the coordination of all contractor activities related to this contract. This individual shall have the authority to commit the contractor to specific courses of action and accept direction from the Contracting Officer, or from the Contracting Officer's authorized representative(s). This individual shall be responsible for coordinating all meetings between the Government and contractor; shall be responsible for bringing to the Contracting Officer's attention any conflicts in the contractor's interpretation of the contract requirements (first by telephone verbal notification, to be followed by written notification); and shall be responsible for bringing to the Contracting Officer's attention any problems that could adversely affect the contractor's ability to meet the contract quality, cost, production/delivery schedule, or other performance requirements.

3.2.1.2 Subcontractor Management. The contractor is responsible for performance of requirements delineated in this SOW and shall institute appropriate management actions relative to subcontractor performance. Requirements contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for subcontractor compliance and is responsible for ensuring all deliverable products comply with the contract requirements.

3.2.1.3 Data Management. The contractor shall establish a single, centralized system for management of all data required to support this contract, including but not limited to: Quality Assurance/Quality Control (SOW paragraph 3.2.2.3), Configuration Management (SOW paragraph 6.0), and Warranty (SOW paragraph 9.0). The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. The contractor shall ensure all data is

centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government, at its discretion, reserves the right to review the data associated with and developed for the EFRCE.

### 3.2.2 Meetings, Formal Reviews, Conferences, and Audits.

3.2.2.1 Post Award Conference. At the request of the Government, the contractor shall host a Post Award Conference (PAC) at their facility within 30 days after contract award. The main purpose of the PAC is for the contractor to demonstrate production, quality control, and management procedures used in the production of the EFRCE, to provide the Government with the opportunity to discuss any specialty areas deemed pertinent at that time, and to ensure mutual understanding of contract requirements. The contractor shall ensure its key operations and management personnel attend the PAC. The contractor shall provide a meeting agenda prior to conference start as well as provide the meeting minutes for Government approval within 10 calendar days after conference completion.

DI-ADMN-81249A, Conference Agenda - CDRL A001  
DI-ADMN-81250A, Conference Minutes – CDRL A002

3.2.2.2 In-Process Reviews (IPRs). These reviews will be held only on an as needed basis at dates and locations mutually agreed upon by the Government and the contractor. The meetings generally are anticipated to be held only when production to meet delivery orders issued under the contract is in process. Issues such as ensuring compliance with contract requirements, problem identification and resolution, and actual versus expected manufacturing performance would be the types of issues that might necessitate face-to-face meetings. The contractor shall provide meeting minutes (see Statement of Work paragraph 3.2.2.1, CDRL A002) for Government approval within 10 calendar days after IPR completion.

3.2.2.3 Quality Assurance/Quality Control (QA/QC) System. The contractor's quality control system shall adhere to best commercial practices and ensure product conformance to contractual requirements. The contractor shall have implemented and documented the quality control system to be used on the contract. The contractor shall make available pertinent quality control documentation for the Government to review upon request. The Government reserves the right to discuss the plan with the contractor, especially if there are areas of concern or increased risk.

3.2.2.4 Failure Reporting, Analysis and Corrective Action System. The Contractor shall implement a Failure Reporting, Analysis, and Corrective Action System (FRACAS). The FRACAS shall include uniform failure reporting, failure analysis reports and corrective actions. In the event a failed item is returned subject to a Product Quality Deficiency Report (PQDR), traceability of the PQDR shall be integrated into the FRACAS. The Contractor shall execute a single FRACAS database to encompass in-factory (conformance inspection) and in-field (post-delivery) failure reporting and shall be transferred to the Government upon conclusion of the period of performance of this contract. All failures, critical and non-critical, shall be reported quarterly to the Government for review, or upon Government request (see related SOW paragraph 7.3.) All failures shall be categorized as in-factory or in-field failures. The Contractor shall assess the failure data for the identification of trends (5 or more failures of the same root cause) and identify those trends in the quarterly report. Each FRACAS summary report shall, at a minimum, identify the root cause, and detail the remedial action taken including parts replaced for each instance during the period covered.

DI-RELI-80255, Failure Summary and Analysis Report – CDRL A003

**4 ENVIRONMENTAL, SAFETY and OCCUPATIONAL HEALTH.** The EFRCE shall pose no danger to users performing operations, provided they are operating within the operational bounds of the equipment and the EFRCE is being utilized as designed. Safety and health hazards associated with the operation, transportation, maintenance, storage, and disposal of the EFRCE shall be eliminated or controlled to acceptable levels. In the event that the contractor must produce EFRCE “end items” that come from materials equal to the recommended sources of supply in MIL-PRF-EFRCE (Attachment 01), the contractor shall provide information on the potential for any adverse environmental impacts from the manufacturing, operation, maintenance, and disposal of the EFRCE. Such environmental impacts include air, soil, wetlands, water, flora, fauna, endangered species, emissions and toxic waste resulting from development, maintenance (coatings and primers), operation, disposal, etc. The contractor shall identify health hazards, evaluate proposed hazardous materials, and propose protective measures to reduce the associated risk to a level acceptable to the Government.

System Safety and Environmental Information Report, A004

4.1 Hazardous Materials Management Program and Pollution Prevention. In the event that the contractor must produce EFRCE “end items” that come from materials equal to recommended sources of supply in MIL-PRF-EFRCE (Attachment 01), the Contractor shall implement a Hazardous Materials Management Program (HMMP) and Pollution Prevention (P2) program in accordance with NAS 411 if the EFRCE, system components, and associated support items throughout phases of the system life cycle contain hazardous materials. The contractor shall submit a HMMP Report to document the Contractor’s efforts to eliminate or reduce the use of hazardous materials in the EFRCE system, system components, or support items.

DI-MISC-81397B, Hazardous Materials Management Program Report, A005

## **5 TEST AND EVALUATION.**

5.1 First Article Test. The Government will conduct First Article Tests in accordance with FAR 52.209-4 Alt I First Article Approval – Government Testing.

### 5.2 First Article Test Requirements.

- (a) The Contractor shall deliver one hundred (100) EFRCE sets for verification no later than 60 days after contract award.
- (b) The Government’s First Article Test may include verification of any or all of the requirements specified in the MIL-PRF-EFRCE Purchase Description (Attachment 01).
- (c) First Article Test approval remains in effect and production may continue per the provisions in 52.209-4 Alt I.
- (d) Any additional First Article Test required to validate revised or new designs shall be conducted in accordance with the contract.

## **6 CONFIGURATION MANAGEMENT.**

6.1 First Article Test. 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. Contractors desiring to make changes to approved First Article Test items, to include raw material supplier and production processes, must request in writing and receive written approval from the Contracting Officer PRIOR to use. The Contracting Officer, along with the Government Project Officer, will determine if the request is approved or disapproved and if a new First Article Test is required.

6.2 Deviations. The Contractor shall not deviate from the Government Configuration Management (CM) process for the control of material utilized in the MIL-PRF-EFRCE Purchase Description (Attachment 01). The Contractor shall furnish, with each lot submitted to the Government, the associated Certificates of Compliance (CoC) and lots of raw material used in respective lot production.

6.3 Certificates of Compliance. The contractor shall maintain within their Configuration Management process all material Certificate of Compliance (CoC) documents associated with pre-production and deliverable items affiliated with each lot submitted to the government. These shall be provided to the government upon request. The government reserves the right to conduct varied or additional QA and / or verification testing 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 either a government or commercial test facility; this decision is at the discretion of the Government. Any change in CoC's or variance must be approved in writing by the Contracting Officer.

6.4 Baseline Management. As referenced in SOW paragraph 6.1, the contractor shall freeze the configuration of the EFRCE once FAT articles are approved. The contractor shall be responsible for maintaining the currency and accuracy of the established baseline to ensure form, fit, and function of the EFRCE production lots.

6.5 Engineering Change Proposals (ECP). For assurance that the Government consistently receives the same EFRCE production units as those evaluated during the source selection and confirmed in the FAT approval process, the contractor agrees to notify the Government regarding any pending changes to the products to be manufactured for delivery under the contract. For each change, the contractor shall submit an Engineering Change Proposal (ECP) with accompanying Notice of Revision or, as appropriate, submit a Request for Deviation. The respective submission shall detail the exact change being proposed, including but not limited to the rationale for the change as well as additional effects tied to the change, such as impacts on raw material production, schedule, cost, etc. The Government reserves the right to accept the changes, to continue to receive previously approved versions, or to cancel all open delivery orders if the contractor does not agree to provide the modified versions selected by the Government.

DI-CMAN-80639C, Engineering Change Proposal (ECP) – CDRL A006

DI-CMAN-80640C, Request For Deviation (RFD) – CDRL A007

DI-CMAN-80642C, Notice Of Revision (NOR) – CDRL A008

## **7 PRODUCTION LOT QUALITY ACCEPTANCE TESTING.**

7.1 Testing. Items produced shall be subject to the requirements contained in this SOW. During production, the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) will conduct random sampling, inspection and acceptance to evaluate acceptability of the finished garments in accordance with contract requirements. Quality acceptance testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Lot size for the purposes of acceptance testing will be determined by the contractor. The Government will require only random sampling in accordance with Attachment 03, ANSI/ASQCZ1.4 (Sampling Procedures and Tables for Inspection by Attribute). During the course of production, the Government reserves the right to conduct additional testing to verify that production items continue to meet the desired material performance characteristics. The contractor shall receive notification of acceptance from DCMA prior to shipping any lot. End item acceptance shall be conducted on site by the government representative in accordance with the Quality Assurance Letter of Instruction (QALI) which will be provided after contract award. The contractor shall assign lot numbers to each lot produced and shall be able to track each lot number back to raw materials.

7.2 Lot Acceptance Criteria. For purposes of lot acceptance criteria, the Government reserves the right to test any and all performance attributes contained within MIL-PRF-EFRCE to ensure compliance. For planning purposes, at a minimum, pre-approval quality assurance inspection of respective EFRCE lots should cover the

following: (1) Inspection of defects on EFRCE end products for a respective lot as listed in Table XIII, “End Item Visual Examination,” Purchase Description document MIL-PRF-EFRCE dated (Attachment 01). The inspection level shall be S-4 and the acceptable quality level (AQL) is 2.5 for all visual defects listed in Table XIII; (2) Inspection of EFRCE blouse and trouser “Finished Measurements” as indicated in Tables XIV and XV contained in Purchase Description document MIL-PRF-EFRCE (Attachment 01). The inspection level shall be S-2 and the acceptable quality level (AQL) is 4.0 for all dimensional requirements listed in Tables XIV and XV; (3) Inspection of preparation of EFRCE lot shipments to ensure compliance with paragraph 5.2 in the MIL-PRF-EFRCE (Attachment 01). The inspection level shall be S-2 and the acceptable quality level (AQL) is 2.5; (4) Inspection of palletization of shipments to ensure compliance with Section D “Packaging and Marking” in this contract. The inspection level shall be S-1 and the acceptable quality level (AQL) is 6.5; (5) Inspection of the Certificates of Compliance from the contractor for each EFRCE lot prior to shipment which provides an affidavit(s) that all end items within the respective EFRCE lot comply with all requirements contained within MIL-PRF-EFRCE Purchase Description (Attachment 01).

The contractor is reminded that the Government has flexibility, at its discretion, to test any attribute contained within MIL-PRF-EFRCE (Attachment 01) as well as the right to loosen or tighten inspection requirements for lot acceptance testing in accordance with this Statement of Work (e.g. paragraphs 7.1 and 7.2), the Product Description document in Attachment 1 (e.g. MIL-PRF-EFRCE paragraph 4.4), and ANSI/ASQ Z1.4, American National Standard, “Sampling Procedures and Tables For Inspection by Attributes” (Attachment 03). In addition, inspections of the textile roll by DCMA prior to end item “cut and sew” production may occur for purposes of quality assurance (e.g. MIL-PRF-EFRCE paragraph 4.4.5.1 “Spectral Reflectance,” paragraph 4.4.5.2 “Color Matching,” etcetera).

**7.3 Nonconformance of First Article and Lot Acceptance Testing:** In the event that First Article Test (FAT) or Lot Acceptance Test (LAT) articles fail to meet requirements in MIL-PRF-ERCE (Attachment 01), the Quality Assurance Letter of Instruction (QALI), and this Statement of Work, the Government will return the article(s) to the contractor, who shall submit plans for the corrective action or disposition to the Government approval. Follow-on FAT or LAT tests shall not be initiated without Government Contracting Officer approval communicated through a formal letter. A Failure Analysis and Corrective Action Report (FACAR) shall be submitted regarding the respective failure associated with FAT or LAT. The FACAR shall contain root cause and corrective action for failure, and containment actions for all items subject to the same failure mode. Failures occurring during Government testing are also subject to this requirement, with the timeline starting from the time the failed item is returned to the contractor. Disposition will depend on the nature of the failures and the discussion contained in the FACAR. The Government will determine the nature and extent of further testing based on the information contained in and discussion on the FACAR. All FACARs will become a part of the FRACAS database referenced in SOW paragraph 3.2.2.4. FACAR Data-Item-Description is referenced in the following:

DI-SESS-81315B, Failure Analysis and Corrective Action Report (Nonconformance of Test Article) – CDRL A009

## **8 DELIVERY**

8.1 **Delivery Status Tracking Spreadsheet.** The Contractor shall provide a delivery status tracking spreadsheet (excel format) that is updated and emailed with each delivery shipment. This cumulative document shall include current information on items shipped, quantity (by size), shipment date, shipment number, invoice number, delivery destination, delivery date, tracking information, and name and contact information of the individual that signed for the shipment at destination. The spreadsheet shall be emailed to the personnel contained in the corresponding CDRL, after delivery of each shipment.

Delivery Status Tracking Spreadsheet – CDRL A010

8.2 **For Planning Purposes - Initial Delivery Orders After Contract Award.** At the initiation of this contract, it is anticipated that the contractor will receive a base contract and delivery order 0001 for the minimum quantity of 100 EFRCE sets in order to fulfill First Article Testing verification requirements (refer to SOW paragraph 5 and

clause 52.209-4 Alt I). In addition, it is anticipated that the contractor shall simultaneously receive a second delivery order for 70,000 EFRCE sets (see Size Tariff, Attachment 06). However, if the contractor fails First Article Testing, the Government reserves the right to terminate delivery order 0002 at "no cost," as supported by contract clause 52.209-4 Alt I. Further, for additional delivery information, refer to Section F of this contract.

**9 WARRANTY.** The Contractor warrants that the EFRCE's are free from failures due to manufacturing defects, to include but not limited to workmanship, materials, or design failures, and compliance with the performance specifications in the MIL-PRF-EFRCE Purchase Description (Attachment 01) for 12 months from date of Government acceptance of a respective EFRCE lot.

#### **10 INCORPORATION OF REPRESENTATION AND CERTIFICATION BY REFERENCE.**

All representations and certifications and other written statements made by the contractor, whether in response to the solicitation for this contract or at the request of the contracting officer, incident to the award of the contract or any subsequent modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

**11 CONTRACT CHANGES.** No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicated with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer or his or her designated representative. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the Contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

#### **12 GOVERNMENT FURNISHED PROPERTY (GFP) / GOVERNMENT FURNISHED INFORMATION (GFI).**

12.1 GFP/GFI. As part of the (Government Furnished Information (GFI)- EFRCE Specification and/or EFRCE Patterns distribution process, the contractor's accessing of any of the GFI-Specification and/or Patterns is a confirmation of the contractor's agreement to the following: "The contractor, to include its subcontractors and suppliers, agrees that it shall not, without the express written permission of the Government, use, modify, reproduce, release, perform, or display any of the GFI-Specification and/or Patterns for any commercial purpose or disclose any of the GFI-Specification and/or Patterns to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require any of the GFI- Specification and/or Patterns to submit offers for, or perform, contracts under this effort."

12.2 Intellectual Property. The United States Marine Corps owns the patent rights in and to the design (ornamental) and the functional features of the MARPAT™. Furthermore, the United States Marine Corps owns trademark rights in the MARPAT™. Still further, the patterns including, but not limited to, the MARPAT™, and each item including, but not limited to, the documents, materials and information, and all associated intellectual property, created, generated or produced in association with this effort are the sole property of the U.S. Government and not the contractor. Therefore, without the prior written permission of the contracting officer neither the MARPAT nor any other data, documents, materials and/or information created or provided expressly for the contract shall be used by the contractor (to include its subcontractors and suppliers) for any purpose other than those purposes that are in support of, or for its performance under, the contract.

12.3 Other uses of the USMC Trademarks. In the event that an contractor is interested in seeking permission to use the MARPAT™ for other purposes, or is seeking to use other Marine Corps trademarks/service marks not described herein, please contact the Marine Corps Trademark Licensing Office through its website at: <http://www.marines.mil/unit/divpa/tmlo/pages/welcome.aspx>

12.4 MARPAT Fabric Patterns. The MIL-PRF-EFRCE Purchase Description (Attachment 01) refers to MARPAT fabric patterns. MARPAT designs are patented and may not be reproduced for commercial purposes without the permission of the USMC.

## Section D - Packaging and Marking

### PACKAGING & MARKING

#### PACKAGING

Packaging of items procured must be in accordance with the contractor's best commercial practices in compliance with MIL-STD-129P. Shipments must be packaged, packed, palletized and marked in compliance with ASTM-D3951. Shipments that are not in compliance with MIL-STD-129P will be returned to the contractor. The contractor shall implement an expedited replacement order to fulfill the requirement. Additional transportation costs will be borne by the contractor. Refer to MIL-PRF-EFRCE Purchase Description (Attachment 01) for additional details (e.g. MIL-PRF-EFRCE paragraphs 5.1 and 5.2).

#### MARKING INSTRUCTIONS

All shipping containers shall be marked with durable, legible print that includes quantities, lot numbers, weight, cube dimensions, the contract number, delivery order number, and the Contractor's name and address and stamped, "Permethrin Treated". All marking and packaging will be in accordance with current versions of MIL STD 129 and MIL STD 130. In addition, every box containing permethrin treated uniforms must be labeled according to EPA requirements as stated in Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). Refer to MIL-PRF-EFRCE Purchase Description (Attachment 01) for additional details (e.g. MIL-PRF-EFRCE paragraphs 5.1 and 5.2).

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
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	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-16                      Responsibility For Supplies                      APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

52.246-2    INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require

the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

Title	Number	Date	Tailoring
**ISO 9001 (This is only a reference for the higher quality system equivalent, not a requirement for certifications.)			
_____.	_____	_____	_____
_____.	_____	_____	_____
_____.	_____	_____	_____
_____.	_____	_____	_____

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

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

shipment.

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

(d) The certificate shall read as follows:

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

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

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

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

(End of clause)

## Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE  
DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	M21571 SUPERVISOR BARSTOW STAP OPERATIONS WHSE 3 A STREET NEBO ANNEX MARINE CORPS LOGISTICS BASE BARSTOW, CA 92311	M21571
0002	N/A	N/A	M21571 SUPERVISOR BARSTOW STAP OPERATIONS WHSE 3 A STREET NEBO ANNEX MARINE CORPS LOGISTICS BASE BARSTOW, CA 92311	M21571
0003	N/A	N/A	M21571 SUPERVISOR BARSTOW STAP OPERATIONS WHSE 3 A STREET NEBO ANNEX MARINE CORPS LOGISTICS BASE BARSTOW, CA 92311	M21571
0004	N/A	N/A	M21571 SUPERVISOR BARSTOW STAP OPERATIONS WHSE 3 A STREET NEBO ANNEX MARINE CORPS LOGISTICS BASE BARSTOW, CA 92311	M21571
0005	N/A	N/A	M21571 SUPERVISOR BARSTOW STAP OPERATIONS WHSE 3 A STREET NEBO ANNEX MARINE CORPS LOGISTICS BASE BARSTOW, CA 92311	M21571
0006	N/A	N/A	TMO M/F N8146A CHEATHAM ANNEX CIF ATTN: DAVID GEHL (757-462-3568) YORKTOWN CHEATHAM ANNEX D STREET, BLDG 4 WILLIAMSBURG, VA 23185 (757) 887-7552	N8146A

0007	N/A	N/A	TMO M/F N8146A CHEATHAM ANNEX CIF ATTN: DAVID GEHL (757-462-3568) YORKTOWN CHEATHAM ANNEX D STREET, BLDG 4 WILLIAMSBURG, VA 23185 (757) 887-7552	N8146A
0008	N/A	N/A	TMO M/F N8146A CHEATHAM ANNEX CIF ATTN: DAVID GEHL (757-462-3568) YORKTOWN CHEATHAM ANNEX D STREET, BLDG 4 WILLIAMSBURG, VA 23185 (757) 887-7552	N8146A
0009	N/A	N/A	TMO M/F N8146A CHEATHAM ANNEX CIF ATTN: DAVID GEHL (757-462-3568) YORKTOWN CHEATHAM ANNEX D STREET, BLDG 4 WILLIAMSBURG, VA 23185 (757) 887-7552	N8146A
0010	N/A	N/A	N/A	N/A

F.1 Per Section E – Inspection and Acceptance, the contractor is advised that upon Government inspection and acceptance at “Origin” of an EFRCE lot, the vendor is responsible to ship this respective lot to the shipping addresses in Section F at no additional cost to the Government. Please refer to clauses 52.247-34 “F.O.B. Destination” and 52.247-48 “F.O.B. Destination – Evidence of Shipment” for additional information.

F.2 CLIN 0001, First Article Test units shall be delivered to the specified location AFTER approval of FAT articles by the Government. Intention of Government is for Marine Corps Systems Command personnel and DCMA personnel to jointly inspect FAT articles at the contractor’s production facility upon completion and submission of FAT articles in accordance with Statement of Work, paragraph 5.0. Of note, per Statement of Work, paragraph 5.0, FAT articles are to be delivered by the Contractor for inspection by Government personnel, no later than 60 days after contract award.

F.3 For CLIN 0010, Contract Data Requirements List information deliverables (Section J), please refer to Attachment 02 of this contract for delivery location email address inboxes.

F.4 For CLINs 0002 through 0009 for production lot deliveries, the contractor shall be required to deliver up to 187,500 EFRCE sets (set = blouse plus trouser) or 375,000 individual EFRCE articles within a 12 month period from award date of a respective delivery order associated with this base contract. Coupled with this annual delivery rate requirement, the contractor shall propose a monthly delivery schedule for each respective delivery order

executed in support of this contract. In addition to complying with the annual delivery rate specified, this monthly delivery schedule must be proposed and accepted by the Government prior to executing delivery orders in support of this contract.

#### CLAUSES INCORPORATED BY REFERENCE

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

#### CLAUSES INCORPORATED BY FULL TEXT

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT. (FEB 1999)

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

## Section G - Contract Administration Data

**SECTION G****ORDERING****G.1****ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)**

(a) Ordering: Warranted Contracting Officers of the MARCOSYSCOM are authorized ordering officers. Only MARCOSYSCOM Contracting Officers are authorized to issue orders or modifications/changes to orders under this contract, unless otherwise delegated to the Defense Contract Management Agency. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures: In accordance with FAR 16.505, orders issued shall include, but are not limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order
- (iv) Appropriation and accounting data.
- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List)
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) List of Government furnished equipment, material, and information.

(c) Modifications of Orders: Orders may be modified only by the cognizant Contracting Officer.

(d) The Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery Order.

(e) Unilateral Orders. Delivery Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform under a unilateral order signed by the Contracting Officer. Any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(f) In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

**G.2 Administrative Contracting Office**

To-be-determined at the time of award. This contract may be administered by Defense Contract Management Agency (DCMA) in accordance with a Contract Surveillance Plan / Quality Assurance Letter of Instruction to be determined after award. It is expected that the cognizant DCMA office will assist the Issuing Contract Office, Marine Corps Systems Command, with the inspection and acceptance of EFRCE FAT and full rate production lots.

**G.3 Other Information**

The contractor is advised about the inclusion of FAR clauses 52.204-13 and 52.232-33 in this contract. The contractor needs to maintain its information in SAM in order to ensure proper contract administration (e.g., to facilitate payments.)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

**The contractor is directed to use the Invoice Receiving and Report (Combo) format when processing invoices and receiving reports. For all requirements, the contractor shall use the delivery DoDAAC's present in Section F of this contract.**

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

“Receiving Report” (stand-alone) document type may be used instead.)

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

See Section E of the contract.

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	M67854 EXT ICE
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	Refer to Section F
Ship From Code	Contractor
Mark For Code	Refer to Section F
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

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

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

- Louis Curcio: [louis.curcio@usmc.mil](mailto:louis.curcio@usmc.mil)
- John Bauer: [john.bauer@usmc.mil](mailto:john.bauer@usmc.mil)
- Susan D’Lugos: [susan.dlugos@usmc.mil](mailto:susan.dlugos@usmc.mil)
- Erik Halverson: [erik.halverson@usmc.mil](mailto:erik.halverson@usmc.mil)
- Administrative Contracting Officer: TBD

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

John Corrigan  
[john.corrigan@usmc.mil](mailto:john.corrigan@usmc.mil)  
 Phone: 703-432-4166

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
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## Section I - Contract Clauses

SECTION I - PROVISION

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of provision)

#### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-5	Material Requirements	AUG 2000

52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
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
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	JUL 2013
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	OCT 2010

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
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
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-0007	Contract-wide: Sequential ACRN Order	SEP 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	OCT 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	JUN 2013

#### 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 **100** unit(s) of Lot/Item **CLIN 0001** within **60** calendar days from the date of this contract to the Government at **TBD** (insert name and address of the testing facility) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **90** 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 **4 years after-date-of-contract (ADC)**. .

(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 **one EFRCE article (CLINS 0002 through 0009)**, 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 **375,000 EFRCE articles**;

(2) Any order for a combination of items in excess of **375,000 EFRCE articles**; 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 **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 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 **48 months after-date-of-contract (ADC)**.

(End of clause)

#### 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will 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. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

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

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
- (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

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

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

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

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

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

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

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

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

(End of Clause)



## Section J - List of Documents, Exhibits and Other Attachments

SECTION J - ATTACHMENTS LIST

Attachment #	Nomenclature	Date
Attachment 01	MIL-PRF-EFRCE Purchase Description	Dated February 2014
Attachment 02	Contract Data Requirements List	Dated April 2014
Attachment 03	ANSI/ASQ Z1.4, American National Standard, "Sampling Procedures and Tables For Inspection by Attributes"	
Attachment 04	Material Matrix	Dated April 2014
Attachment 05	Past Performance Questionnaire	Dated April 2014
Attachment 06	Size Tariff for Delivery Order 0001 (notional – estimate only to support planning efforts)	Dated April 2014

## Section K - Representations, Certifications and Other Statements of Offerors

REP'S & CERT'S**252.209-7993 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations.**

Include the attached provision in all solicitations that will use funds appropriated by the Department of Defense Appropriations Act, 2014 and by the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Pub. L. 113-76, Divisions C and J), including solicitations for the acquisition of commercial items under FAR part 12.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A  
FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS  
(DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **315210**.

(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 provision at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

(Contracting Officer check as appropriate.)

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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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 SAM.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

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

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

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

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

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

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

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

``System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

``Commercial and Government Entity (CAGE) code" means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an ``NCAGE code."

``Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

``Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

``Registered in the System for Award Management (SAM) database" means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record ``Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2013)

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

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.
- (iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below  [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

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

## CLAUSES INCORPORATED BY REFERENCE

52.211-6	Brand Name or Equal	AUG 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
252.215-7008	Only One Offer	OCT 2013

## 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;  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, four year ordering period, supply contract resulting from this solicitation.

(End of provision)

## 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Commander  
Marine Corps Systems Command  
Contracts Directorate – Program Manager Marine – 113, Product Manager – Infantry Combat Equipment  
2200 Lester Street  
Quantico, Virginia 22134  
ATTN: Susan D'Lugos – Contracting Officer  
ATTN: Erik Halverson – Contracts Specialist  
REGARDING: M67854-14-R-1010 EFRCE Solicitation  
Email: [susan.dlugos@usmc.mil](mailto:susan.dlugos@usmc.mil)  
Email: [erik.halverson@usmc.mil](mailto:erik.halverson@usmc.mil)

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

(End of provision)

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

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

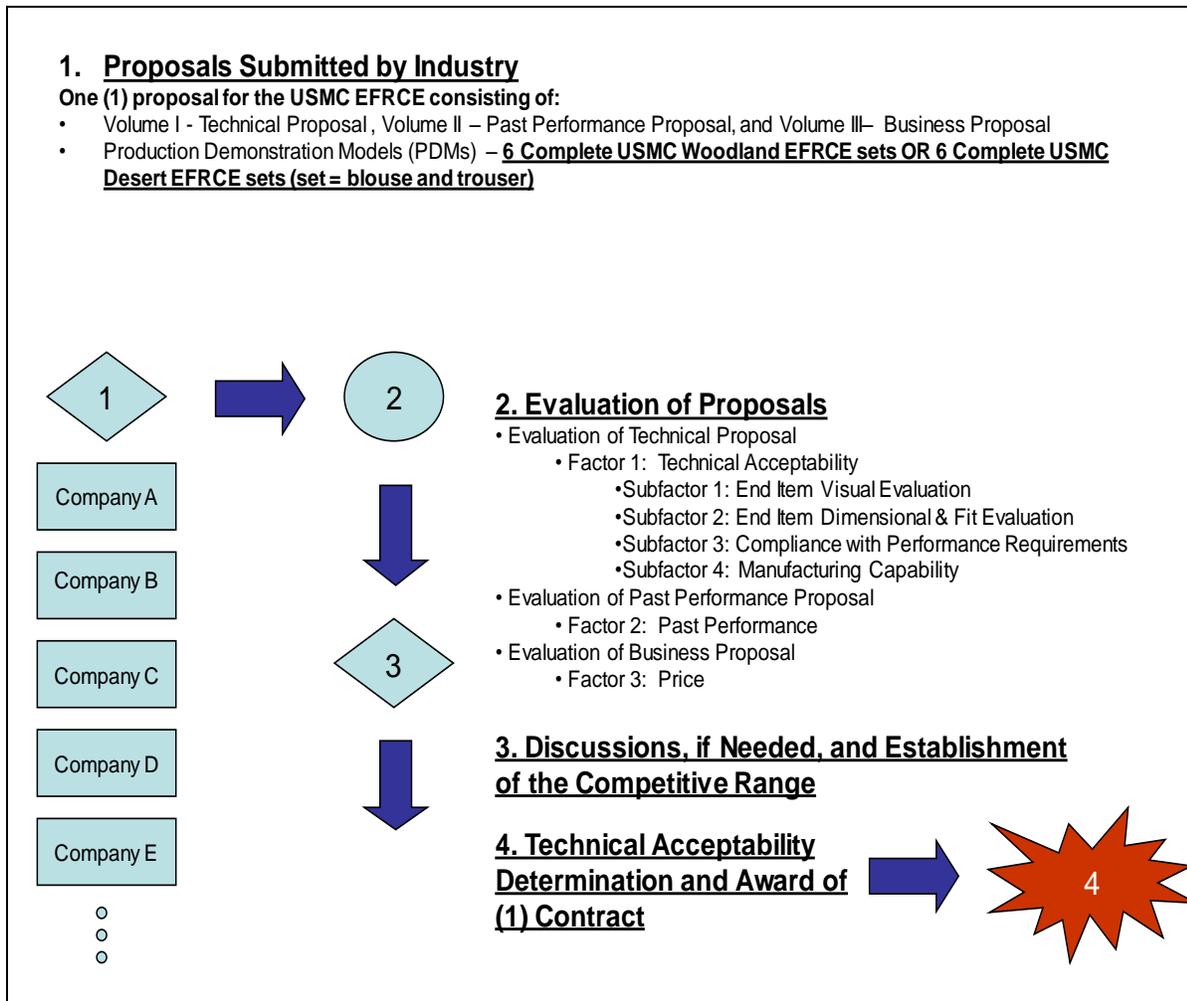
<http://farsite.hill.af.mil/>

(End of provision)

#### INSTRUCTIONS TO OFFERORS

### **L.1 EVALUATION PROCESS OVERVIEW**

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



The Government anticipates awarding one (1), forty-eight (48) month (4-one year ordering periods), Firm Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contract using Lowest Price Technically Acceptable (LPTA) source selection procedures. Each Offeror shall submit its proposal for the EFRCE in accordance with the instructions presented herein. Evaluation of proposals will consist of product demonstration model (PDM) evaluations, a review of Offerors' written technical information, past performance and price. Based on initial results, the Government may elect to make award on initial offers. Therefore, the Offeror's initial proposal should contain the Offeror's best terms, as revisions may not be permitted. In the event that discussions are deemed necessary a competitive range will be established.

## **L.2 PROPOSAL SUBMISSION**

### **L.2.1 Address and Due Date**

Sealed proposals, including Volumes I, II, III and PDMs shall be received at the following location **no later than 2:00 PM LOCAL TIME 09 MAY 2014.**

Commander  
 Contracts Directorate, CT 2.1, PdM-ICE, PMM-113  
 Marine Corps Systems Command

2201A Willis Street  
 Quantico, VA 22134-6050  
 Attn: Erik Halverson, RFP: M67854-14-R-1010

## L.2.2 Package Labeling

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

- Solicitation Number: M67854-14-R-1010 EFRCE
- The legend "TO BE DELIVERED UNOPENED TO ERIK HALVERSON"
- The volume and copy number of written material contained in each package/box.
- Quantity of Product Demonstration Models (PDMs)

## L.3 PROPOSAL PREPARATION INSTRUCTIONS

**L.3.1 General Proposal Format** - Offeror shall submit technical, past performance and business proposals as separate volumes in loose-leaf three ring binders. Offeror shall submit one (1) original technical proposal, one (1) original past performance proposal and one (1) original business proposal. Each copy shall have a cover sheet marked with the copy number (e.g. Copy 1 of 2), title, RFP identification, and classification (i.e. EFRCE) 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 required are provided below:

<b>VOLUME</b>	<b>CONTENT</b>	<b>COPIES</b>
Volume I	EFRCE Technical Proposal	(1) Original (2) Duplicative Copies (1) Electronic Copy
Volume II	EFRCE Past Performance Proposal	(1) Original (1) Duplicative Copies (1) Electronic Copy
Volume III	EFRCE Business Proposal	(1) Original (1) Duplicative Copy (1) Electronic Copy

## L.3.2 Volume I – Technical Proposal(s)

### L.3.2.1 Technical Proposal Submission

**Each Offeror may submit only one (1) full and complete proposal for the EFRCE.** Each technical proposal must include the required number of Product Demonstration Models (PDMs) and all required written technical documentation.

### **L.3.2.2 Product Demonstration Models (PDMs) – (Correlates to Section M, Factor 1, Subfactors 1, 2, and 3)**

Each Offeror shall submit the following items as part of its technical proposal to demonstrate form, function, aesthetic/uniform requirements and technical effectiveness:

- **EFRCCE Proposal: Six (6) USMC Woodland or six (6) Desert EFRCE PDM sets (set = blouse and trouser).** Refer to MIL-PRF-EFRCE Purchase Description (Attachment 01) for fabric, construction, and other requirements. All PDMs submitted shall be size Medium Regular (MR).

Each PDM shall be assembled in accordance with the MIL-PRF-EFRCE (Attachment 01). Furthermore, each PDM will meet all requirements of MIL-PRF-EFRCE Purchase Description, including end item visual and finished dimensions. The lone exceptions for PDM submissions are permethrin content, bite protection, and certain label requirements. PDM submissions, due to the small sample size, are not expected to be Permethrin sprayed for purposes of this solicitation. In addition, each PDM will be packaged in accordance with Section D of this document. Label requirements which may be omitted on PDMs are as follows: the “insect protection” label requirements (refer to MIL-PRF-EFRCE paragraph 3.4.3.1.3, paragraph 3.4.3.1.4, paragraph 3.4.3.2.3, paragraph 3.4.3.2.4, paragraph 3.4.3.5.2, and paragraph 6.9); the “Bar Code Label” requirement referenced in MIL-PRF-EFRCE paragraph 3.4.3.5.1; the “Garment Lot Designation” label requirement for PDMs as stated in MIL-PRF-EFRCE paragraph 3.4.3.4. All other label requirements shall be required for all PDMs.

NOTE – for PDM labeling requirements referenced in MIL-PRF-EFRCE paragraphs 6.7 and 6.8, the “CONTRACT #:” shall be labeled “M67854-14-R-1010” and the “Apparel USA” nomenclature shall be replaced by the offeror’s respective company name.

### **L.3.2.3 Written Technical Proposal(s) - (Correlates to Section M, Factor 1, Subfactor 3)**

Each written technical proposal shall consist of no more than (30) pages, with each page numbered sequentially from 1 to 30. The written technical proposal shall include supporting data and information verifying that the contractor meets the requirements in the MIL-PRF-EFRCE Purchase Description (Attachment 01).

Of note, as long as the offeror’s proposal and PDMs use the basic materials for woven and knit (reference MIL-PRF-EFRCE paragraph 3.3.1.1 and 3.3.1.2 respectively) in the EFRCE Purchase Description (Attachment 01), their proposal will not be evaluated for the following: Antimicrobial Properties (refer to paragraph 3.3.1 – Table II, paragraph 3.3.15, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.9); Instrumented Manikin Test (refer to paragraph 3.3.14, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.8) Thermal Protective Performance (refer to paragraph 3.3.1.1 – Table I, paragraph 3.3.1.2 – Table II, paragraph 4.4.5 – Table XII), Thermal Shrinkage (refer to paragraph 3.3.1.1 – Table I and paragraph 4.4.5 – Table XII), permethrin content (refer to paragraph 3.3.9, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.5) and bite protection (refer to paragraph 3.3.9, paragraph 4.4.5, and paragraph 4.4.5.6). Offerors who comply with the basic materials for sample PDM production MUST provide supporting data for all characteristics contained in MIL-PRF-EFRCE, Attachment 01 (minus the aforementioned exceptions). Supporting data MUST be provided which complies with test methodologies outlined in MIL-PRF-EFRCE (Attachment 01), paragraph 3 entitled “Requirements,” and paragraph 4 entitled “Verification.” An offeror must provide the aforementioned information, minus the previous exceptions indicated.

If an offeror submits a proposal and PDMs made from alternative (“or equal”) knit and / or woven material not specified in MIL-PRF-EFRCE, the offeror MUST provide supporting data for ALL characteristics contained in MIL-PRF-EFRCE (Attachment 01). The lone exception is data for permethrin content (refer to Purchase Description paragraph 3.3.9, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.5) and bite protection (refer to Purchase Description paragraph 3.3.9, paragraph 4.4.5, and paragraph 4.4.5.6). Supporting data MUST be provided which complies with test methodologies outlined in MIL-PRF-EFRCE (Attachment 01), paragraph 3 entitled

“Requirements,” and paragraph 4 entitled “Verification.” An offeror MUST provide the aforementioned information for all requirements contained in MIL-PRF-EFRCE (Attachment 01), minus the exceptions of permethrin content and bite protection.

Finally, the Government reserves the right to test any and all PDMs during the source selection process in order to verify PDM performance claims.

One (1) electronic version of the proposal (CD - 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 marked “Original” will 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. Offeror will be required to ensure each page indicates proper identification in the header or footer. **The Technical Proposal shall be VOID of any proposal price information.**

#### **L.3.2.3.1 Raw Material Written Information – (Correlates to Section M, Factor 1, Subfactor 3)**

Offeror shall provide a concise list/table/matrix of all fabrics and trim materials used in the fabrication of the PDMs and reference to an appendix of the written technical proposal(s), test data and/or Certificates of Conformance if applicable. The list/table/matrix does not count against the technical proposal page limit and shall be submitted as an appendix. The list/table/matrix may be incorporated in the final contract and be used for quality assurance purposes. For a sample matrix of this table, please refer to Attachment 04. Of note, while the aforementioned matrix attachment (Attachment 04) is only a template, offerors may submit the table in their own format. However, offerors are required to address the minimum information listed in the table.

#### **L.3.2.3.2 Manufacturing Capability – (Correlates to Section M, Factor 1, Subfactor 4)**

Proposals shall include the following:

The written proposal shall include the below information to substantiate the Offeror’s claim of its ability to deliver 187,500 EFRCE sets (set = blouse plus trouser) OR 375,000 individual EFRCE articles that conform to all of the requirements, within 365 days after notification of a successful First Article Test and production authorization.

- a. If available, offerors shall submit signed Manufacturing Agreements with first tier subcontractors (if applicable). If unavailable, at a minimum, offerors shall submit a list of first tier subcontractors with whom, upon contract award, they intend to partner with in order to accomplish EFRCE production. Offerors need to include the percentage of work that will be performed by each first tier subcontractor (note – signed Agreements do not count towards the 30 page limit for technical proposals). If utilizing a Permethrin subcontractor, offerors SHALL provide the subcontractor EPA Permethrin Registration that is up-to-date and valid. If the offeror maintains the Permethrin capability as part of its function as the prime on this contract, the offeror MUST PROVIDE its own EPA Permethrin Registration that is both up-to-date and valid.
- b. In order to ensure Quality Assurance in the performance of the EFRCE contract, offerors shall submit an up-to-date ISO 9001 certification certificate or equivalent certification certificate as part of their proposal. In lieu of an ISO 9001 certification certificate or equivalent certification certificate, offerors may submit a

Quality Assurance Plan (QAP) that details the internal processes and procedures for establishing and controlling quality of raw materials, works in process, and end items including procedures for notification and quarantine of defective raw materials and finished items. The QAP is a single document that incorporates the details of relevant subcontractors' QAPs. *The QAP does not count against the technical proposal page limit and shall be submitted as an appendix. The QAP may be incorporated in the final contract and be used for quality assurance purposes.*

- c. Monthly maximum manufacturing capacity available to produce the EFRCE. Offerors shall be able to produce, at least, 187,500 EFRCE sets OR 375,000 EFRCE articles over a twelve month period, estimated to begin in the month of November 2014. Offerors shall state this capability (supported by other data contained in L.3.2.3.2) by providing a notional 12 month delivery schedule with their submission.

Finally, please refer to paragraph 8.2 and Section F for details regarding delivery expectations for estimated initial delivery orders associated with this to-be-awarded EFRCE contract. Offerors may refer to the size tariff (Attachment 06) incorporated in this solicitation for planning purposes. At this time, the size tariff is not to be construed as a formal guarantee of order, and is provided solely to manage expectations while assisting with coordination and planning.

### **L.3.3 Volume II – Past Performance Proposal**

Offerors shall provide recent (defined as within 5 years prior to issuance of this solicitation), and relevant (defined as contract orders, commercial and otherwise, for “cut and sew” end items that are similar in order quantity, delivery timeframes, and complexity as the EFRCE garment proposed within this solicitation) past performance information. Offerors shall send the Past Performance Questionnaire (Attachment 05) to customers who have purchased or are presently purchasing “cut and sew” end items affiliated with contracts that are both recent and relevant. Offerors shall gather these Past Performance Questionnaires (Attachment 05) from respective customers and submit these as part of their solicitation. Offerors shall submit at least two (2) completed Past Performance Questionnaires as part of their solicitation. These past performance questionnaires shall be submitted as Volume II – EFRCE Past Performance Proposal (refer to L.3.1 – note, electronic copies may be submitted on CD as Adobe PDF files or compatible).

While the burden of providing thorough and complete past performance information remains with the offeror, the Government reserves the right to contact individuals who fill out Past Performance Questionnaires in order to validate and/or clarify responses. Also, offerors shall ensure that anyone providing past performance information, whether an individual or an organization, consents to the release of said information to the Government for purposes of evaluation under this source selection. Furthermore, the Government reserves the right to use and evaluate independently obtained past performance data (e.g. Past Performance Information Retrieval System data, Federal Awardee Performance Information and Integrity System data, etc) in order to determine a past performance rating.

### **L.3.4 Volume III – 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, marked “original,” presented in the Business Proposal and the electronic version (CD – Adobe PDF or compatible) submitted, the hard copy written material, marked “original,” in the Business Proposal shall govern. **There is no restriction on page count for the Business Proposal.** The Business Proposal shall include the following:

L.3.4.1 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. **As a reminder, in Section A, Block 15A, a prospective offeror must include its company name, respective CAGE code, and DUNS number to the Government,** in order to facilitate referencing of Online Representations and Certifications Application (ORCA) data within the Systems for Award Management (SAM) database.
- **Section B:** Follow the below instructions for particular CLIN pricing:
  - Fill-in Section B CLIN prices/amounts in accordance with the paragraph B.3, Section B, Pricing Instructions.
  - Offerors are further advised that the pricing for each CLIN is to remain valid for the duration of the contract ordering period which shall be from date of contract award through forty-eight (48) months.
- **Section K:**
  - (a) Complete all the required certifications, representations, and acknowledgments for the prime contractor and subcontractors as applicable. In Section K, offerors shall “fill out” provisions 252.209-7993 and 52.225-18, and return these as part of their offer to Request-For-Proposal M67854-14-R-1010 (EFRCE). Note, for provision 52.225-18, “United States” (per FAR part 25.003) is defined as “the 50 States, the District of Columbia, and outlying areas.” “Outlying areas” includes Puerto Rico and is explicitly defined in FAR 2.101.
  - (b) In addition, provision 52.204-7 is included by “full-text” in Section I. This provision ties into Section K provisions 52.204-8, 252.2004-7004 Alternate A, and 252.204-7007 Alternate A. Furthermore, Section K provision 52.204-8 ties into provision 252.204-7007 Alternate A.
  - (c) Per paragraph K(b) and the provisions there in, offerors need to ensure all applicable and required information regarding various referenced representations and certifications contained within the aforementioned provisions is up-to-date in their ORCA profile at time of proposal submission. The Government shall pull this data to validate compliance with respective “fill-in” provisions based on the CAGE code and DUNS number provided as part of Section A.
- **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 M67854-14-R-1010 meets and/or exceed all of the requirements delineated in solicitation M67854-14-R-1010. In addition, I hereby certify our offer dated (INSERT DATE) in response to solicitation M67854-14-R-1010 does not take any exception to, deviate from, or otherwise request a waiver for any of the requirements delineated in solicitation M67854-14-R-1010. Moreover, I hereby certify our offer dated (INSERT DATE) in response to solicitation M67854-14-R-1010 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 M67854-14-R-1010.”

**Company:**

**Authorized Signature/Title/Date:**

- **NOTE: Offerors who do not complete the requirements specified in paragraph L.3.4.1 may be considered “unacceptable” and ineligible for award.**

#### **L.3.4.2. Contractor Organizational Chart**

Offeror shall provide a company organizational chart which includes the Name, Position Title, Address, Telephone Number and Email Address of the Company Principals, as well as all Principals supporting the EFRCE Program.

### **L.4 INCORPORATION OF TECHNICAL PROPOSAL**

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

The successful Offeror 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 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, Mr. Erik Halverson via email: [erik.halverson@usmc.mil](mailto:erik.halverson@usmc.mil) no later than **11:00 AM local time on 21 APR 2014**. 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 OFFER ACCEPTANCE PERIOD**

**For an offered proposal, to include all content inclusive of offered prices - a respective offered proposal is to be held firm from the date specified for receipt of proposals through 30 Sep 2014.**

## **L.9 SERVICE OF A PROTEST**

Protests, as defined in Subpart 33.101 of the FAR, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commander  
Contracts Directorate, CT 2.1, PdM-ICE, PMM-113  
Marine Corps Systems Command  
2200 Lester Street  
Quantico, VA 22134-6050  
Attn: Susan D'Lugos, Erik Halverson; RFP: M67854-14-R-1010  
Email: [susan.dlugos@usmc.mil](mailto:susan.dlugos@usmc.mil)  
[erik.halverson@usmc.mil](mailto:erik.halverson@usmc.mil)

A copy of any protest shall be received in the office designated above within one calendar day of filing a protest with the GAO.

## Section M - Evaluation Factors for Award

### SECTION M - EVALUATION FACTORS

#### **SECTION M – EVALUATION FACTORS FOR AWARD**

This acquisition will utilize Lowest Price Technically Acceptable source selection procedures in accordance with Federal Acquisition Regulation (FAR) FAR 15.101-2. Technical tradeoffs will not be made and no additional credit will be given for exceeding the minimum technical requirements. The Marine Corps Systems Command (MARCORSYSCOM) will award one (1) Firm Fixed Price, Indefinite Delivery – Indefinite Quantity contract consisting of forty-eight (48) months or (4) one-year ordering periods. Award will be made to the Offeror whose proposal submission is determined to be technically acceptable with the lowest evaluated price; who is deemed responsible in accordance with the FAR; and whose proposal conforms 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 based on the total evaluated price. One award will be made to the lowest evaluated price proposal meeting the acceptability standards for the non-cost factors.

During this Lowest Price Technically Acceptable source selection, proposals will be evaluated for acceptability, but not ranked using the non-price factors/subfactors. In order to be considered awardable, there must be an “acceptable” rating in every non-price factor/subfactor.

### **M.2 Evaluation Factors**

#### Factor 1: Technical Acceptability

Subfactor 1: End Item Visual Evaluation

Subfactor 2: End Item Dimensional & Fit Evaluation

Subfactor 3: Compliance with Performance Requirements

Subfactor 4: Manufacturing Capability

#### Factor 2: Past Performance

#### Factor 3: Price

### **M.2.1 Factor 1: Technical Acceptability**

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

<b>TECHNICAL ACCEPTABILITY RATINGS</b>	
<b>Rating</b>	<b>Definition</b>
<b>Acceptable</b>	Proposal clearly meets the minimum requirements of the solicitation.
<b>Unacceptable</b>	Proposal does not clearly meet the minimum requirements of the solicitation.

### **M.2.1.1 Subfactor 1: End Item Visual Examination**

End item visual evaluation, utilizing the PDMs specified in L.3.2.2 shall be conducted in accordance with the Table XIII as outlined in the MIL-PRF-EFRCE (Attachment 01). As such, systems may be disassembled or destroyed by the technical evaluation board in the process of inspection and/or evaluation. Any or all PDMs used for evaluation purposes may not be returned.

Pass/Fail Criteria shall be as specified in MIL-PRF-EFRCE, Attachment 01 (note the label requirement exceptions for PDM submissions in paragraph L.3.2.2 of this RFP). Finished end item blouse and trousers shall be subjected to the end item visual examination. All fabric and garment defects shall be scored in accordance with examination descriptions as specified in Table XIII of the MIL-PRF-EFRCE (Attachment 01). End item visual inspection pass/fail criteria shall be as follows:

- End Item Visual Examination Pass/Acceptable:  $\leq 5$
- Fail/Unacceptable:  $\geq 6$

\*Pass / Fail criteria is measured against all PDMs combined, as opposed to per individual PDM.

### **M.2.1.2 Subfactor 2: End Item Dimensional & Fit Evaluation**

A technical evaluation board will verify and evaluate PDMs (specified in L.3.2.2) for compliance with the MIL-PRF-EFRCE (Attachment 01).

One PDM will be evaluated against all requirements as specified in Tables XIV and XV within MIL-PRF-EFRCE. The PDM may be disassembled for the evaluation as required.

Pass/Fail Criteria is as follows:

a. End Item Dimensional Examination

- Pass/Acceptable: 0
- Fail/Unacceptable:  $\geq 1$

\*Pass / Fail criteria is measured against all PDMs combined, as opposed to per individual PDM.

### **M.2.1.3 Subfactor 3: Compliance with Performance Requirements**

The EFRCE will be evaluated per the MIL-PRF-EFRCE (Attachment 01). As referenced in paragraph L.3.2.2 “Product Demonstration Models,” physical PDM submissions do not have to physically adhere to permethrin content and bite protection requirements contained within MIL-PRF-EFRCE. As such, data regarding permethrin content and bite protection is NOT required and will NOT be evaluated, save the requirement to provide an EPA Permethrin Registration certificate as referenced in L.3.2.3.2.

Pass/Fail Criteria is as follows:

Failure to meet any one of the Garment Testing and Material Testing requirements referenced in Table XII of the EFRCE Purchase Description will constitute failure and render the entire proposal technically unacceptable. Omission of garment and material requirements test data may count as a failure.

NOTE: As long as the offeror’s proposal and PDMs use the basic materials for woven and knit (reference MIL-PRF-EFRCE paragraph 3.3.1.1 and 3.3.1.2 respectively) in the EFRCE Purchase Description (Attachment 01), their proposal will not be evaluated for the following: Antimicrobial Properties (refer to paragraph 3.3.1 – Table II, paragraph 3.3.15, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.9); Instrumented Manikin Test (refer to paragraph 3.3.14, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.8) Thermal Protective Performance (refer to paragraph 3.3.1.1 – Table I, paragraph 3.3.1.2 – Table II, paragraph 4.4.5 – Table XII), Thermal Shrinkage (refer to paragraph 3.3.1.1 – Table I and paragraph 4.4.5 – Table XII), permethrin content (refer to paragraph 3.3.9, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.5) and bite protection (refer to paragraph 3.3.9, paragraph 4.4.5, and paragraph 4.4.5.6). Offerors who comply with the basic materials for sample PDM production MUST provide supporting data for all characteristics contained in MIL-PRF-EFRCE, Attachment 01 (minus the aforementioned exceptions). Supporting data MUST be provided which complies with test methodologies outlined in MIL-PRF-EFRCE (Attachment 01), paragraph 3 entitled “Requirements,” and paragraph 4 entitled “Verification.” To be considered “technically acceptable,” an offeror must provide the aforementioned information, minus the previous exceptions indicated.

If an offeror submits a proposal and PDMs made from alternative (“or equal”) knit and / or woven material not specified in MIL-PRF-EFRCE, the offeror MUST provide supporting data for ALL characteristics contained in MIL-PRF-EFRCE (Attachment 01). The lone exception is data for permethrin content (refer to Purchase Description paragraph 3.3.9, paragraph 4.4.5 – Table XII, and paragraph 4.4.5.5) and bite protection (refer to Purchase Description paragraph 3.3.9, paragraph 4.4.5, and paragraph 4.4.5.6). Supporting data MUST be provided which complies with test methodologies outlined in MIL-PRF-EFRCE (Attachment 01), paragraph 3 entitled “Requirements,” and paragraph 4 entitled “Verification.” To be considered “technically acceptable,” an offeror MUST provide the aforementioned information for all requirements contained in MIL-PRF-EFRCE (Attachment 01), minus the exceptions of permethrin content and bite protection.

The Government reserves the right to exclude a component from testing based on pre-existing test results. For those components authorized an exemption, additional testing is not required but may be performed as deemed necessary by the Government. The Government reserves the right not to conduct any or all tests. If exemptions have not been granted, should a test be conducted on one offeror’s PDM, that test shall be conducted on all other offerors PDMs. Should testing be conducted, if the Government’s test results demonstrate failure to meet a respective requirement within MIL-PRF-EFRCE (Attachment 01), an offeror’s own submitted test data supporting its claim of performance will be considered negated, thereby making an offeror’s PDM submission “unacceptable.”

### **M.2.1.4 Subfactor 4: Manufacturing Capability**

Information provided in accordance with Section L.3.2.3.2 will be used to evaluate the Offeror’s ability to deliver 100 FAT EFRCE sets (set = blouse plus trousers) to the Government no later than (60) days after contract award as well as the capability to deliver 187,500 EFRCE sets (or 375,000 individual EFRCE articles) within a 12 month period subsequent to FAT approval by the Contracting Officer. Further, the Government will evaluate an offeror’s effectiveness in ensuring reliable manufacture of items conforming to technical requirements throughout the contract period of performance.

**M.2.2 Factor 2 – Past Performance**

Past performance shall be evaluated in accordance with FAR 15.305 and DFARS 215.305 and will be rated on an “acceptable” or “unacceptable” basis using the ratings identified below:

<b>PAST PERFORMANCE EVALUATION RATINGS</b>	
<b>Rating</b>	<b>Definition</b>
<b>Acceptable</b>	Based on the Offeror’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror’s performance record is unknown. (See note below.)
<b>Unacceptable</b>	Based on the Offeror’s performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

*Note: In case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”*

**M.2.3 Factor 3 - Price**

**M.2.3.1 Price Evaluation**

The Government will conduct an analysis using one or more of the techniques specified in FAR 15.404 in an effort to determine price reasonableness.

A total evaluated price will be calculated for the EFRCE first article test quantities as well as production quantities as shown below. This total evaluated price will be the sum of the prices evaluated for all respective CLINs (CLINs 0001 through 0009):

<b>CLIN</b>	<b>Description</b>	<b>Evaluation Quantity</b>	<b>Proposed Unit Price</b>	<b>Total</b>
0001	FAT (EFRCE Woodland MARPAT)	100	\$	= Evaluation Quantity x Proposed Unit Price
0002 (Ordering Period 1)	EFRCE Woodland MARPAT Blouse	70,000	\$	= Evaluation Quantity x Proposed Unit Price

0002 (Ordering Period 2)	EFRCE Woodland MARPAT Blouse	15,584	\$	= Evaluation Quantity x Proposed Unit Price
0002 (Ordering Period 3)	EFRCE Woodland MARPAT Blouse	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0002 (Ordering Period 4)	EFRCE Woodland MARPAT Blouse	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0003 (Ordering Period 1)	EFRCE Woodland MARPAT Trousers	70,000	\$	= Evaluation Quantity x Proposed Unit Price
0003 (Ordering Period 2)	EFRCE Woodland MARPAT Trousers	15,584	\$	= Evaluation Quantity x Proposed Unit Price
0003 (Ordering Period 3)	EFRCE Woodland MARPAT Trousers	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0003 (Ordering Period 4)	EFRCE Woodland MARPAT Trousers	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0004 (Ordering Period 1)	EFRCE Desert MARPAT Blouse	0	\$	= Evaluation Quantity x Proposed Unit Price
0004 (Ordering Period 2)	EFRCE Desert MARPAT Blouse	15,584	\$	= Evaluation Quantity x Proposed Unit Price
0004 (Ordering Period 3)	EFRCE Desert MARPAT Blouse	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0004 (Ordering Period 4)	EFRCE Desert MARPAT Blouse	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0005 (Ordering Period 1)	EFRCE Desert MARPAT Trousers	0	\$	= Evaluation Quantity x Proposed Unit Price
0005 (Ordering Period 2)	EFRCE Desert MARPAT Trousers	15,584	\$	= Evaluation Quantity x Proposed Unit Price
0005 (Ordering Period 3)	EFRCE Desert MARPAT Trousers	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0005 (Ordering Period 4)	EFRCE Desert MARPAT Trousers	15,583	\$	= Evaluation Quantity x Proposed Unit Price
0006 (Ordering Period 1)	EFRCE Navy NWU II Blouse	4,500	\$	= Evaluation Quantity x Proposed Unit Price x

0006 (Ordering Period 2)	EFRCE Navy NWU II Blouse	4,500	\$	= Evaluation Quantity x Proposed Unit Price
0006 (Ordering Period 3)	EFRCE Navy NWU II Blouse	4,500	\$	= Evaluation Quantity x Proposed Unit Price
0006 (Ordering Period 4)	EFRCE Navy NWU II Blouse	4,500	\$	= Evaluation Quantity x Proposed Unit Price
0007 (Ordering Period 1)	EFRCE Navy NWU II Trousers	4,500	\$	= Evaluation Quantity x Proposed Unit Price
0007 (Ordering Period 2)	EFRCE Navy NWU II Trousers	4,500	\$	= Evaluation Quantity x Proposed Unit Price
0007 (Ordering Period 3)	EFRCE Navy NWU II Trousers	4,500	\$	= Evaluation Quantity x Proposed Unit Price
0007 (Ordering Period 4)	EFRCE Navy NWU II Trousers	4,500	\$	= Evaluation Quantity x Proposed Unit Price
0008 (Ordering Period 1)	EFRCE Navy NWU III Blouse	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0008 (Ordering Period 2)	EFRCE Navy NWU III Blouse	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0008 (Ordering Period 3)	EFRCE Navy NWU III Blouse	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0008 (Ordering Period 4)	EFRCE Navy NWU III Blouse	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0009 (Ordering Period 1)	EFRCE Navy NWU III Trousers	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0009 (Ordering Period 2)	EFRCE Navy NWU III Trousers	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0009 (Ordering Period 3)	EFRCE Navy NWU III Trousers	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0009 (Ordering Period 4)	EFRCE Navy NWU III Trousers	1,500	\$	= Evaluation Quantity x Proposed Unit Price
0010	CDRLS	-	\$	= NSP

The Government may use various price analysis techniques and procedures to ensure a fair and reasonable price.

**M.2.3.2 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.