

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30**

1. REQUISITION NUMBER  
M6785406RCM9K11

PAGE 1 OF 53

2. CONTRACT NO. M67854-06-C-3044	3. AWARD/EFFECTIVE DATE 25-Sep-2006	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY MARCORSYSCOM (ACCT:Y01) 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3266 FAX:	CODE	M67854	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 315299 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9	12. DISCOUNT TERMS Net 30 Days
	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
	15. DELIVER TO CODE <b>SEE SCHEDULE</b>			16. ADMINISTERED BY DCMC ORLANDO 3555 MAGUIRE BOULEVARD ORLANDO FL 32803-3726 CODE S1002A	

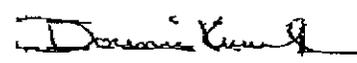
17a. CONTRACTOR/OFFEROR PROTECTIVE PRODUCTS INTERNATIONAL CORP DELIA AMADOR 530 SAWGRASS CORPORATE PKWY SUNRISE FL 33325-6210  TEL. 800-509-9111	CODE	05CC7	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS COLUMBUS CENTER-SOUTH ENTITLEMENT OP COLUMBUS OH 43218-2264	CODE	HQ0338
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$33,647,022.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>	29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	31c. DATE SIGNED 25-Sep-2006
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 53
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT ( <i>Location</i> )		
				42c. DATE REC'D ( <i>YY/MM/DD</i> )		42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FIRST ARTICLE TEST UNITS FFP MTV FIRST ARTICLE TEST UNITS	(b)(4)	Each	(b)(4)	(b)(4)
NOTE: The DODAAC WAWF Acceptor Code for CLIN 0001 is: M67854					
FOB: Destination					
MILSTRIP: M6785406RCM9K11					
PURCHASE REQUEST NUMBER: M6785406RCM9K11					

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	FAT X-SMALL MTV FFP FAT MTV EXTRA SMALL	(b)(4)	Each	(b)(4)	(b)(4)
FOB: Destination					
MILSTRIP: M6785406RCM9K11					
PURCHASE REQUEST NUMBER: M6785406RCM9K11					

NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FAT SMALL MTV FFP FAT MTV SMALL FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

ACRN AA  
CIN: M6785406RCM9K110001AB

(b)(4)  
(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	FAT MEDIUM MTV FFP FAT MTV MEDIUM FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

ACRN AA  
CIN: M6785406RCM9K110001AC

(b)(4)  
(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	FAT MTV LARGE FFP FAT MTV LARGE FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110001AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	FAT MTV X-LARGE FFP FAT MTV EXTRA-LARGE FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110001AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MTV - CAMP LEJEUNE, NC FFP MTV - CAMP LEJEUNE, NC NOTE: The DODAAC WAWF Acceptor Code for CLIN 0002 is: S1002A FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11		Each		

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	MTV X-SMALL FFP MTV EXTRA SMALL CLNC FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110002AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	MTV SMALL FFP MTV SMALL CLNC FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110002AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	MTV MEDIUM FFP MTV MEDIUM CLNC FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110002AC

\$7,856,190.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	MTV LARGE FFP MTV LARGE CLNC FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110002AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	MTV X-LARGE FFP MTV EXTRA LARGE CLNC FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110002AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MTV CAMP PENDLETON, CA FFP MTV CAMP PENDLETON NOTE: The DODAAC WAWF Acceptor Code for CLIN 0003 is: S1002A FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11		Each		

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	MTV X-SMALL FFP MTV EXTRA SMALL CAMP PENDLETON, CA FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110003AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	MTV SMALL FFP MTV SMALL CAMP PENDLETON, CA FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110003AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	MTV MEDIUM FFP MTV MEDIUM CAMP PENDLETON, CA FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110003AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	MTV LARGE FFP MTV LARGE CAMP PENDELTON, CA FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K11003AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	MTV X-LARGE FFP MTV EXTRA LARGE CAMP PENDLETON, CA FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K11003AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MTV OKINAWA, JP FFP MTV - OKINAWA, JAPAN NOTE: The DODAAC WAWF Acceptor Code for CLIN 0004 is: S1002A FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11		Each		

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	MTV S-SMALL FFP MTV EXTRA SMALL OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110004AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	MTV SMALL FFP MTV SMALL OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each		

NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110004AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	MTV MEDIUM FFP MTV MEDIUM OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	

NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110004AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	MTV LARGE FFP MTV LARGE OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110004AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	MTV X-LARGE FFP MTV EXTRA LARGE OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110004AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MTV - KANOEHE BAY, HI FFP MTV - KANOEHE BAY, HI NOTE: The DODAAC WAWF Acceptor Code for CLIN 0005 is: S1002A FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11		Each		

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	MTV X-SMALL FFP MTV EXTRA SMALL KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110005AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	MTV SMALL FFP MTV SMALL KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each		

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110005AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	MTV MEDIUM FFP MTV MEDIUM KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each		

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110005AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	MTV LARGE FFP MTV LARGE KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110005AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	MTV X-LARGE FFP MTV EXTRA LARGE KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110005AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	TECHNICAL DATA NSP FFP In accordance with the attached Contract Data Requirements List (CDRL DD-1423), Exhibit A		Lot		NSP
	FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	NET TRAINING CLNC FFP ON-SITE NET TRAINING - CAMP LEJEUNE, NC NOTE: The DODAAC WAWF Acceptor Code for CLIN 0007 is: M67854 FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)	Lot	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AA  
CIN: M6785406RCM9K110007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	NET TRAINING, CAMP PENDLETON, CA FFP ON-SITE NET TRAINING, CAMP PENDLETON, CA NOTE: The DODAAC WAWF Acceptor Code for CLIN 0008 is: M67854 FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11	(b)(4)		(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	NET TRAINING - OKINAWA, JP FFP ON-SITE NET TRAINING OKINAWA, JAPAN NOTE: The DODAAC WAWF Acceptor Code for CLIN 0009 is: M67854 FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11		Each		

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	NET TRAINING OKINAWA, JP FFP ON SITE NET TRAINING - OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110009AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	NET TRAINING - OKINAWA, JP FFP ON-SITE NET TRAINING, OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110009AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC	NET TRAINING FFP ON-SITE NET TRAINING - OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110009AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD	NET TRAINING, OKINAWA, JP FFP MTV ON-SITE NET TRAINING - OKINAWA, JAPAN FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110009AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0010

MTV NET TRAINING - KANOEHE BAY, HI  
FFP

(b)(4)

MTV ON-SITE NET TRAINING - KANOEHE BAY, HI

NOTE: The DODAAC WAWF Acceptor Code for CLIN 0010 is: M67854

FOB: Destination

MILSTRIP: M6785406RCM9K11

PURCHASE REQUEST NUMBER: M6785406RCM9K11

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0010AA

MTV NET TRAINING - KANOEHE BAY, HI  
FFP

(b)(4)

MTV ON-SITE NET TRAINING - KANOEHE BAY, HI

FOB: Destination

MILSTRIP: M6785406RCM9K11

PURCHASE REQUEST NUMBER: M6785406RCM9K11

NET AMT

(b)(4)

ACRN AA

CIN: M6785406RCM9K110010AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	MTV NET TRAINING, KANOEHE BAY, HI FFP MTV ON-SITE NET TRAINING - KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110010AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	MTV NET TRAINING - KANOEHE BAY, HI FFP ON-SITE NET TRAINING - KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110010AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AD	MTV NET TRAINING, KANOEHE BAY, HI FFP MTV ON-SITE NET TRAINING - KANOEHE BAY, HAWAII FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110010AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	MTV ON CALL HELP DESK SUPPORT - CLNC FFP MTV ON CALL HELP DESK SUPPORT - CAMP LEJEUNE, NC NOTE: The DODAAC WAWF Acceptor Code for CLIN 0011 is: M67854 FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT

(b)(4)

ACRN AA  
CIN: M6785406RCM9K110011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	ON CALL HELP DESK SUPPORT - CAMP PEN, CA FFP MTV ON-CALL HELP DESK SUPPORT - CAMP PENDLETON, CA NOTE: The DODAAC WAWF Acceptor Code for CLIN 0012 is: M67854 FOB: Destination MILSTRIP: M6785406RCM9K11 PURCHASE REQUEST NUMBER: M6785406RCM9K11			(b)(4)	

NET AMT



ACRN AA  
CIN: M6785406RCM9K110012

**BERRY ACT COMPLIANCE STATEMENT**

I, Delia Amador, in submitting this offer under M67854-06-R-3044 affirm that only products compliant with the Berry Act (10 USC 2533a) will be delivered to the Government. As such all items delivered, either as end products or components, will be grown, reprocessed, reused, or produced in the United States (as defined in the appropriate DFARS clause of the contract) or in the case of products containing specialty metals (as defined at DFARS 252.225-7014(a)(2)) will contain only metal that is melted in the United States, its outlying areas, or a qualifying country (DFARS 225.872-1). This certification covers all materials (including those of all components) except for specialty metals supplied by subcontractors at any tier, and all labor (including that of all intervening processes), whether performed by the offeror or any of its subcontractors at any tier, except for the fabrication of end products containing specialty metals.

**SIZE TARIFF**

The anticipated monthly size tariff per 1,000 MTV produced is as follows:

Size	Quantity*	Percentage*
X-Small (XS)	10	1%
Small (S)	120	12%
Medium (MD)	530	53%
Large (LG)	310	31%
X-Large (XL)	30	3%

\*The quantities/percentages shown are anticipated, and may vary slightly for each production CLIN. However, the total quantity of MTVs procured will not exceed the total for each delivery location\*

## Section C - Descriptions and Specifications

STATEMENT OF WORKDESCRIPTION/SPECIFICATION/WORK STATEMENT**1.0 GENERAL SCOPE**

The U.S. Marine Corps (USMC) has a requirement for Modular Tactical Vests (MTVs). The MTV is a one-for-one replacement of the currently fielded OTV component of the currently fielded Interceptor Body Armor (IBA) system. The Marine Corps' objective is to procure a MTV that possesses all of the protective capabilities of the OTV, and provides a number of improved features. The MTV will utilize (re-use) the same front, back, groin, collar and throat soft ballistic panels from the OTV, and adds to these a new yoke/collar assembly and kidney area protectors, both of which offer at least the same level of ballistic protection as the OTV panels. The MTV will have integrated carriage capability for the basic and Enhanced Small Arms Protective Inserts (SAPI/ESAPI) front and rear plates as well as the Marine Corps side-SAPI and Army Enhanced Side Ballistic Insert (ESBI). The Marine Corps has an immediate requirement to:

- (a) satisfy *immediate/urgent* operational theater needs and
- (b) remedy a number of OTV product shortfalls:
  - (i) improve body armor protection and
  - (ii) improve load bearing/carriage capabilities (see following).

1.1 General. The Contractor shall furnish the services, personnel, facilities, equipment and materials required to design, produce and deliver the MTVs ordered under this contract in accordance with contract term and conditions herein.

1.2. Operation Security. Security of ballistic data generated under this contract shall comply with the DD 254, Contract Security Classification Specification (See Attachment J.3).

**2.0 OBJECTIVES**

The MTV shall adhere as closely as possible to the OTV requirements of the Army OTV Purchase Description, CO/PD 00-02F (Attachment J.1) for ballistic performance only (paragraphs 3.5 thru 3.5.2) and the USMC OTV Purchase Description, CO/PD 03-22B (Attachment J.2) for all other characteristics (paragraphs 3.1 thru 3.5.5 and 3.6 thru 3.6.5). Notwithstanding, the government is seeking a best value solution that predominately meets existing OTV requirements and possesses those new characteristics identified in the objectives below that are currently not present in the OTV.

2.1 Improved OTV Closures. When using Enhanced Small Arms Protective Inserts (E-SAPI)/SAPI plates and carrying combat loads, OTV Velcro-secured front closures open because of (a) worn/dust degraded Velcro adhesion, (b) added weight loads, and (c) wearer movement. This causes wearers to lose protection coverage in the critical front center of the torso. An improved closure system is desired that will provide better fit, reduce/eliminate inadvertent opening, reduce load shifting due to wearers' movements, and/or the added weight of attached components. This improved capability will increase wearer comfort and prevent inadvertent protection coverage gaps.

2.2 Soft Armor Panels. It is desired that front soft armor panels be permanently joined to maintain a minimum of a 1 inch overlap ( i.e., not Velcro, snaps, etc.,). The actual overlap will be based on the intended overlap for the GFM panels provided to the contractor. These may include 1-in., 3-in., or some combination of overlap panels (both exist in the USMC inventory). Proper alignment will be based on achieving the full front panel pattern area of coverage. For example, the panels could be joined by a single line of stitching, 5-10 stitches per inch of 50-tex aramid thread no closer than ½-in. from an edge and extending the length of the panels, backtacked 1-in.

**2.3 Quick-release capability.** Current OTVs do not have easy/quick-removal mechanisms for emergencies (e.g., vehicle or aircraft landing in water). Nor do OTVs allow for easy removal from a casualty without raising/moving the casualty or cutting away the OTV (both options can cause added-injury risk to the casualty and is a very time-consuming, laborious task for a Corpsman equipped with basic medical instruments). Corpsmen report it takes a minimum of five minutes to cut away an OTV with trauma sheers. An improved quick-release capability is desired that will allow for the following actions:

- 2.3.1 Allow wearers to quickly/easily doff MTV in emergency situations and;
- 2.3.2 Provide a more effective (i.e., better/faster) means for casualty treatment.
- 2.3.3 The quick-release mechanism should be easily identifiable (visual and tactile)
- 2.3.4 Resist inadvertent activation.

**2.4 Increased Protection/Coverage** – in the following areas:

2.4.1 **Lower Back and Kidney Area** - Current OTVs are cut higher in the back than in the front and do not adequately protect wearers' lower back and kidney areas. An MTV is desired that expands the area of soft armor coverage to these areas and be modular so that added coverage can be quickly/easily removed or added depending on tactical situation and mission requirements. This expanded coverage should extend low enough on the body to provide kidney area protection when properly sized and not interfere with Marines conducting vehicle convoy operations.

2.4.2 **Side Torso Area** - It is desired that any increase in protection/coverage include fragmentation/soft armor throughout the entire side torso area (this includes all areas behind the Side-SAPI plate that the MTV is designed to carry). Thus, the increased protection/coverage should eliminate any gaps in soft area coverage that the current OTV possesses.

2.4.3 **Total Area Coverage** – It is desired that no gaps in full ballistic levels of protection occur when MTVs are adjusted for ergonomic fit and comfort. For instance, if the MTV adjusts in the shoulder region, the vest design should accommodate for any gaps in coverage that may occur in the shoulder region of the vest.

**2.5 SAPI/Side-SAPI Integration** – Current OTVs integrate built-in pouches for front and back torso SAPI/E-SAPI plate insertion, but do not include similar integrated pockets for insertion of Side-SAPI plates (6"x8" or XS-SAPI). Thus, these plates must be worn using accessory carriers fastened to the OTV's outside MOLLE weave. An improved MTV is desired that integrates (internal, non-removable) pouches that still support the Armor Protective Level concept. This integration effort will allow wearers to more easily and effectively tailor protection levels as missions warrant. Integrated pockets should be incorporated to maximize comfort, ease of use, and range of motion for the user:

- 2.5.1 Extra small through medium MTV designs should be able to incorporate both 6"x8" and 7"x8" Side-SAPI plates into the integrated (internal, non-removable) pouches.
- 2.5.2 Large through extra large MTV designs should be able to incorporate 6"x8", 7"x8", and extra small E-SAPI plates into the integrated (internal, non-removable) pouches.

**2.6 SAPI/Side-SAPI Adjustability.** Current OTVs do not allow for SAPI/E-SAPI repositioning, nor do they allow for variations in the build of individual wearer. An improved MTV system is desired that allows for better degrees of adjustment for SAPI/Side-SAPI plates to allow for variations in the wearers' physical build. This will allow wearers to individually tailor the MTV for maximum protection and better fit. The adjustability requirement objective is as follows:

2.6.1 **Front and Back SAPI/E-SAPI Adjustability** – MTV designs should enable front SAPI/E-SAPI plates to be adjustable to no more than 1 inch below or 1/2 inch above the sternal notch and should allow the back SAPI/E-SAPI plate to become level with the front SAPI/E-SAPI plate for all Marines who predict into each size. This adjustment may be achieved through shoulder adjustment only. A failsafe adjustment system that does not permit excess adjustment and protection gaps, and adjustments while wearing the MTV is desired. This objective is based on anthropometric studies in support of the OTV development which determined that the SAPI plate is best placed 1" below the sternum notch for

optimal protection. The front and back SAPI plates provide optimal protection when aligned front to back to cover critical organs;

2.6.2 Side – SAPI Adjustability – MTV designs should enable the wearer to adjust the Side-SAPI in the center of the side of the torso and as high into the axillary position (underarm) as possible (balancing comfort and protection). This objective is based on recent anthropometric research which determined the optimal location of the side SAPI plates is worn as high under the arm as not to hinder mobility. A failsafe adjustment system that does not permit excess adjustment and protection gaps, and adjustments while wearing the MTV is desired. The ballistic plate needs soft ballistic material behind it to provide full protection.

2.7 Wiring Integration. Current OTVs do not provide a means to route and control radio wiring (e.g., the PRR, IISR, and PRC-148) to prevent wearer entanglement, increase mobility, and improve radio systems' communication reliability. With expanded fielding of communication systems, there is an increasing hazard to Marines becoming entangled or hindered by unrestrained wiring. The current OTV provides no attachment points or wiring channels to control radio wiring. An MTV is desired that possesses cable routing for the IISR and QuietPro headset and allows for easy cable removal and troubleshooting. The integration of wiring should not adversely affect quick release or medical access referenced in 2.3, above.

2.8 Rifle Bolster. Current OTVs do not provide suitable weapon support. As a result, weapons tend to slide off of the shoulder. An MTV is desired that has two rifle bolsters to aid in the fit and support of all USMC shoulder-fired weapon systems. The rifle bolsters should allow the user to adjust/reposition to the user's desired location and be easily removable. After the bolsters are initially adjusted, they will support firing from all positions (i.e., prone, sitting, kneeling, standing) without further adjustments. Furthermore, the bolsters should be symmetrical (on both for ambidextrous shooting capability,

2.9 Improved Load Bearing Equipment (ILBE) Compatibility. The MTV should be compatible with all elements of the current family of ILBE items. There should be no interference between shoulder straps and the MTV shoulder area, to include pressure points due to buckles, rifle bolsters, or friction points creating a heat source. The full ILBE load should remain adjustable to the individual and support the yoke attachment across the chest and the hip belt.

2.10 Three-Point Sling Compatible. The MTV should allow full use of the 3-Point Sling and be compatible with new combat shooting techniques (Weapons Training Battalion and Training and Education Command).

2.11 Drop Holster Compatible. The MTV should be compatible with current drop holsters and should not constrain the wearer from attaching or using the drop holster.

2.12 Off-center Dual MOLLE Weave. The MTV should allow the movement of various pouches by having dual MOLLE Weave, one weave under another, with the bar tacking offset one-half-width of the MOLLE weave. This requirement should allow, especially on smaller sized vests, movement of a pouch to the left or right and is especially critical on MTV areas where space is constrained (i.e., upper chest area).

2.13 System Comfort. The MTV should maximize wearer comfort. While the emphasis resides with ballistic protection, wearer comfort is an equally important component of mission success. Areas for improvement include:

- 2.13.1 Ergonomic fit (chest, length, shoulder width, neck, arm openings, waist);
- 2.13.2 Adjustability (retention, range, and ease of, girth, length);
- 2.13.3 Stability (armor, vest, pouch); Durability (vest and pouch closures, stitching, wearability, Petroleum, Oils and Lubricants (POL) resistance, water resistance, stain resistance);
- 2.13.4 Storage pouches (security, speed and ease of mounting; compressibility);

2.13.5 Fabrics - The MTV should be fire retardant and have durability not less than the current OTV.

2.13.6 Thermal comfort – The MTV should improve thermal comfort over the current OTV.

2.14 Identifying a Friend or Foe (IFF) Tab Attachment. The MTV should possess a Velcro loop fastener tape (1 inch square) identifying a friend or foe (IFF) tab attachment capability to both shoulders (lateral of the user's deltoid). This feature will enable Marines to wear an IFF Attachment to quickly distinguish between enemy and friendly combatants.

2.15 Camouflage Requirement. The MTV should have a single neutral color of coyote brown. Webbing that does not match the base fabric creates an unnatural striped disruption in both visual and IR.

#### 2.16 Compatibility Requirements.

2.16.1 QuadGard Compatible. The MTV should be compatible with the current QuadGard System. This objective is based on the QuadGard system's ability to protect a Marine's arms and legs from IED fragmentation threats when serving as gunners on convoy duty and is compatible with other personal ballistic protection equipment (i.e., current OTV, SAPI, Side-SAPI and LWH) to improve survivability

2.16.2 Helmet Compatible. The MTV should be compatible with the current Marine Corps Lightweight Helmet (LWH) while minimizing restriction of movement. This objective is based on the current OTV neck guard design which restricts the Marine's head and neck movement by interfering with the helmet. The current design restricts head and neck mobility and range of movement that either slows the Marine's head movements or prevents him from obtaining certain head and neck postures. The restrictions include rotation of the head side to side during prone, sitting, and standing postures, and when searching high features (e.g., rooftops, upper story windows from the streets).

2.16.3 Vehicle Compatibility. The MTV should not interfere with a Marines ability to enter, move around, and exit vehicles. This objective is based on the fact that Marines can be assigned as drivers, passengers, or gunner positions. Bulky shoulder attachments and pouches on the vest would increase risk of snagging during an emergency evacuation or a tactical dismount under fire.

### 3.0 TRAINING

3.1 New Equipment Training (NET). – In accordance with their proposal, the contractor shall provide New Equipment Training (NET) use and care to units and individuals receiving MTVs. Training shall be conducted by New Equipment Training Teams (NETT) organized by the MTV contractor and sustained by Marines as a result of Train-the-Trainer initiatives to support the MEFs, and to ensure that adequately trained personnel are on staff to conduct follow-on training. All training aids (e.g., Power point presentations, films, handouts, training booklets) shall be provided by the contractor to support the training evolution. Part of the NET training package shall consist of a follow-on, sustainment training tool to enable Marines to be able to understand the use and care of the MTV once initial issue and fielding is completed under this contract (e.g., video/DVD). A designated government representative shall coordinate all training requirements, locations and schedules directly with the contractor.

3.1.1 On-Site NET Training at Delivery Locations. The contractor shall provide on-site training at Camp LeJeune, NC and Camp Pendleton, CA to coincide with monthly deliveries during the duration of the contract. If options are exercised, the contractor shall provide quarterly training to coincide with deliveries to Kaneohe Bay, Hawaii; and Okinawa, Japan. A designated government representative shall coordinate all training requirements, locations and schedules directly with the contractor.

3.1.2 On-Call Help Desk support to I MEF and II MEF. The contractor shall establish, maintain and operate an on site help desk at both Camp Lejeune, NC and Camp Pendleton, CA locations from October 30 2006 through the duration of the contract.. The help desk representative(s) will operate Monday through Friday from 0730 to 1630. Duties of the on site help desk shall include performing "on call" NET training

within two hours of being contacted by a designated Government representative. The on site help desk shall perform NET training quality assurance and will be responsible for performing remedial NET training to identified units or personnel. Additionally, the help desk will act as the liaison between the contractor, the CIF, the MEF's designated Government representatives and Marine Corps Systems Command personnel. Liaison duties will include coordinating shipments, training schedules and providing assistance to minimize schedule risk. Finally, the help desk will be responsible for providing notification if there are issues that may affect the successful performance of this contract.

#### 4.0 CONTRACTOR LOGISTICS SUPPORT (CLS)

In accordance with their proposal, the contractor shall perform CLS maintenance requirements consisting of the inspection and retrofit of existing soft armor panels into the new MTV. The contractor shall be responsible for inserting all GFE soft armor into the new MTV, labeling, packaging, and tracking deliverables to various destinations as directed by the Program Office. The contractor is further responsible for tracking the serial numbers of all GFE soft armor to include new pieces of soft armor incorporated into the MTV.

4.1 Receipt and Transportation of GFE. The contractor shall accept ballistic panels in the form of complete OTV assemblies from predetermined Central Issue Facilities (CIFs). CIFs are located at Camp Lejeune, NC; Camp Pendleton, CA; Kaneohe Bay, HI; and, Okinawa, JP. The contractor is responsible for transportation of complete OTVs (including all soft armor panels) from the CIF to their manufacturing facility. OTV base vest outershell carrier, yoke assemblies and any other unused components shall be left at, or returned to the CIFs. The contractor should not assume government facilities will be available for armor inspection or other operations. The government will provide an initial 3500 sets of new ballistic panels upon contract award. These panels (in tariffed sizes) will be delivered to the location specified in the contractor's proposal within 15 days after contract award and will be used for the first months deliveries and as shelf-stock replacements for unavailable or unserviceable panels (see 4.3 below). Thereafter, the contractor shall use recovered OTV panels for monthly deliveries. The number of OTVs that can be received each month from a given CIF will be limited to the quantity of MTVs that the contractor is delivering to the CIF that month.

4.1.2 GFE OTV Panel Cleaning - The contractor shall clean all inspected panels in accordance with OTV guidelines delineated in Chapter 25 of the Army Technical Manual 10-8400-203-23, for "General Repair Procedures for Individual Equipment." The manual is available at <https://www.logsa.army.mil/etms/data/A/067861.pdf>.

4.1.3 Disposition of Unserviceable OTV Panels. Only serviceable panels will be integrated into MTVs. The contractor shall package unserviceable panels, OTV shells and components and return them to the CIFs (from which they were acquired) for disposition.

4.1.4 GFE Retrofitting Effort/MTV Assembly. The contractor shall combine serviceable and properly configured OTV panels with new MTV components and assemble them into a complete system. New components will include the MTVs outershell carrier, yoke/collar assembly, new ballistic panels (as required), and all other components required to meet the requirements and objectives herein. The contractor shall deliver completed MTVs to predetermined CIF locations in accordance with the proposed delivery schedule.

4.2. Notification Regarding Replenishment GFE OTV Panels. The contractor shall notify the government when: (1) shelf stock of replacement (new) panels drops below 1000 pieces (for any given panel) or (2) replacement (new) panels or CIF provided panels are not adequate to enable the contractor to meet future tariff size delivery requirements. In case of either event, the government will be required to provide the contractor with replenishment panels within 30 days of being notified by the contractor.

4.3 Inspection of Unserviceable Panels. The contractor shall perform 100% inspection of the recovered GFE ballistic panels provided (back, front left, front right, collar left, collar right, throat, and groin) in accordance with the criteria below.

- a. Markings. Each panel shall bear the original label markings. At a minimum, the contract and serial number, or contract and date of manufacturer must be present and legible to be considered serviceable.
- b. Recall Status. Panels shall be positively identified not to be subject to recall. (The government shall provide the list of recalled panels by contract, serial number, and date of manufacturer.)
- c. Panels will be free of evidence of ballistic impact or punctures, including permanent deformation or holes.
- d. Nylon Ripstop. Nylon ripstop coverings shall be free from cuts, tears, holes, broken or fraying seams, or excess wear.
- e. Covers will be free from contamination such as POLs, dirt, bodily fluids. Panels may be made serviceable via cleaning in accordance with manufacturers instructions.
- f. Hook and Loop Tapes. Fastener tapes used to secure the panels in the vest shall be present, securely stitched, intact, and serviceable.
- g. Ballistic Filler. Filler materials (which may vary in materials, ply-count, thickness and stiffness) shall be free from bunching, creases, or embedded foreign materials.

## 5.0 CONFIGURATION MANAGEMENT TRACKING

The offeror shall maintain a Configuration Management (CM) process for the control of new soft armor patterns and designs in the MTV including any modifications to the existing soft armor. The principles contained in MIL-HDBK-61 may be used for guidance. The offeror's CM process should consist of configuration identification and configuration control of all vests and soft armor designs. Consideration for interfacing with other acquisition requirements such as design review, quality assurance, and other program related disciplines shall be addressed. The offeror shall notify the Government of any changes at the offeror's facility affecting the established CM process.

## 6.0 TECHNICAL DATA AND REPORTS

6.1 Commercial Manual - The contractor shall deliver a commercial manual for the MTV in accordance with MIL-HDBK-1221, which identifies use and care procedures for first and second echelon maintenance, step by step training procedures that includes proper fitting, donning and doffing, system components, accessory components and assembly instructions, and spare/repair parts pieces required to support the MTV (See Exhibit A001). Second echelon maintenance instructions are currently identified in the Army Technical Manual 10-8400-203-23, for "General Repair Procedures for Individual Equipment." Therefore, any special maintenance instructions should be outlined in the MTV manual. It should be noted that serviceability criteria for the MTV is the same as those defined for the OTV in Chapter 25 of the Army Technical Manual.

6.2 Use & Care Pamphlet - The contractor shall deliver a Use and Care Pamphlet with each MTV (See Exhibit A002). The pamphlet shall explain the purpose and performance characteristics of the MTV, assembly, proper fitting, donning and doffing and safe use. In addition, the pamphlet will describe first echelon maintenance requirements, which are limited to normal item care and cleaning. Serviceability criteria for the MTV are the same as those defined for the OTV.

6.3 Contract Status Report - The Contractor shall provide a monthly contract status report IAW Exhibit A003.

6.4 System Safety and Environmental Information Report - The Contractor shall deliver this report IAW Exhibit A004.

6.6 Logistics Management Information (LMI) Data Products - As specified in Exhibit A005.

## 7.0 TEST AND EVALUATION

7.1 First Article Test.

7.1.1 First Article Test. The government will conduct First Article Tests in accordance with FAR 52.209-4 First Article Approval – Government Testing .

7.1.2 First Article Test Requirements.

7.1.2.1 The contractor shall deliver two MTVs in each size XS, SM, MD, LG, XL (ten MTVs) within 14 days after contract award to Marine Corps Systems Command, Quantico, VA (see Section F for address). In addition, the contractor will deliver ballistic shootpacks representing the supplemental panels and collar yoke, and other non-ballistic fabric and webbing samples as requested.

7.1.2.2 The government's First Article Test will include applicable requirements from this Section (See Attachments J.1 and J.2).

7.1.2.3 The government will complete FAT and provide notification to the contractor within 14 days.

## 7.2 Lot Testing/Ballistic Verification

7.2.1 The Contractor shall provide measurements and certificates of conformance for all in-process material inspections needed to meet the minimum requirements of this Section. Ballistic testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Ballistic testing shall be based on shootpacks embedded in the markers for supplemental ballistic panels. (No ballistic testing is required for GFE panels.) The Contractor shall assign serial numbers for each MTV/panel produced and be able to track those serial numbers back to lot testing.

7.2.2 Lot testing will include elements from the contractor's proposed and Government approved QA plan. At a minimum, one shootpack will be generated for each 1000 MTV panel sets produced. Testing will be V50 testing with 17-gr FSP and 124 gr. 9mm FMJ in accordance with J.1 Minimum acceptable V50s shall be 1850 fps and 1525 fps respectively. The contractor shall be responsible for test conduct at mutually agreed upon laboratory. The Government (DCMA) shall be given notice and opportunity to witness all QA testing. The contractor shall bear the cost of all testing.

## 8.0 PROGRAM MANAGER

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

## 9.0 POST AWARD CONFERENCE

A Post Award Conference may be held if deemed necessary by the Government. If necessary, and at the behest of the Contracting Officer, the conference shall be hosted by the contractor within 30 days of contract award. The contractor and all significant subcontractors shall participate in the conference if held. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. To this end, discussions at the conference would focus upon project orientation, clarification and transfer of applicable background information, contract requirements, dispute resolution procedures, and identification of points of contact from contractor and Government organizations.

## 10.0 IN PROCESS REVIEWS (IPR)

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

**11.0 WARRANTY**

The Contractor warrants the MTV for workmanship, materials, design, and compliance with the applicable performance specifications.

Section D - Packaging and Marking

PACKAGING AND MARKING

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

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

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0002	Origin	Government	Origin	Government
0002AA	Origin	Government	Origin	Government
0002AB	Origin	Government	Origin	Government
0002AC	Origin	Government	Origin	Government
0002AD	Origin	Government	Origin	Government
0002AE	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0003AA	Origin	Government	Origin	Government
0003AB	Origin	Government	Origin	Government
0003AC	Origin	Government	Origin	Government
0003AD	Origin	Government	Origin	Government
0003AE	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0004AA	Origin	Government	Origin	Government
0004AB	Origin	Government	Origin	Government
0004AC	Origin	Government	Origin	Government
0004AD	Origin	Government	Origin	Government
0004AE	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0005AA	Origin	Government	Origin	Government
0005AB	Origin	Government	Origin	Government
0005AC	Origin	Government	Origin	Government
0005AD	Origin	Government	Origin	Government
0005AE	Origin	Government	Origin	Government
0006	Per CDRL DD - 1423	See Exhibit "A"	Per CDRL DD - 1423	See Exhibit "A"
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0009AA	Destination	Government	Destination	Government
0009AB	Destination	Government	Destination	Government
0009AC	Destination	Government	Destination	Government
0009AD	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0010AA	Destination	Government	Destination	Government
0010AB	Destination	Government	Destination	Government
0010AC	Destination	Government	Destination	Government
0010AD	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

LATE DELIVERIES**CONSIDERATION FOR LATE DELIVERIES**

The contractor shall be assessed two MTVs at no cost to the Government for every 200 MTVs that are not delivered by the proposed and agreed upon delivery date. In accordance with FAR 52.212-4 (f), consideration due the Government will only be applicable in cases where late delivery is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	14 dys. ADC	2	COMMANDING GENERAL MCSC SUPPLY OFFICE CAPTAIN JOHN T. GUTIERREZ 2201A WILLIS ST. QUANTICO VA 22134-6050 703-432-3324 FOB: Destination	M67854
0001AB	14 dys. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0001AC	14 dys. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0001AD	14 dys. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0001AE	14 dys. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0002	N/A	N/A	N/A	N/A
0002AA	Monthly thru 28-DEC-2007	270	LION VALLEN INDUSTRIES DAN CORTE - REAL CONSOLIDATED ISSUE FACILITY (II MEF - C I F) FIR AND CENTER ST., BLDG 1501 CAMP LEJEUNE, N.C. NC 28542-5000 910-451-9138 FOB: Destination	M98446
0002AB	Monthly thru 28-DEC-2007	3,240	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98446

0002AC Monthly thru 28-DEC-2007 14,310	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98446
0002AD Monthly thru 28-DEC-2007 8,370	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98446
0002AE Monthly thru 28-DEC-2007 810	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98446
0003 N/A N/A	N/A	N/A
0003AA Monthly thru 28-DEC-2007 270	LION VALLEN INDUSTRIES DAN CORTE REAL CONSOLIDATED ISSUE FACILITY (I MEF - C I F) AVENUE A, BLDG 2230, 22 AREA CAMP PENDLETON CA 92055-5031 910-451-9138 FOB: Destination	M98447
0003AB Monthly thru 28-DEC-2007 3,240	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98447
0003AC Monthly thru 28-DEC-2007 14,310	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98447
0003AD Monthly thru 28-DEC-2007 8,370	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98447
0003AE Monthly thru 28-DEC-2007 810	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98447
0004	BLDG 500; CAMP KINSER OKINAWA ARMED FORCES PACIFIC 901- 2100 FOB: Destination	M98448
0004AA Quarterly thru 28DEC-2007 30	LION VALLEN INDUSTRIES BARBARA MEMOLO TRAFFIC MANAGEMENT OFFICER M/F CONSOLIDATED ISSUE FACILITY LVI BLDG 500, BAY 3 CAMP KINSER 789-5458 901-2100 011-81-611-2417 FOB: Destination	M98448
0004AB Quarterly thru 28DEC-2007 360	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98448
0004AC Quarterly thru 28DEC-2007 1,590	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98448

0004AD	Quarterly thru 28DEC-2007	930	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98448
0004AE	Quarterly thru 28DEC-2007	90	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98448
0005	N/A	N/A	N/A	N/A
0005AA	Quarterly thru 28DEC-2007	30	LION VALLEN INDUSTRIES AS REQUIRED TRAFFIC MANAGEMENT OFFICER M/F CONSOLIDATED ISSUE FACILITY MOKAPU ROAD, BLDG 4075 MCHB, KANEOHE BAY HI 96863-5000 808-257-2559 FOB: Destination	M98449
0005AB	Quarterly thru 28DEC-2007	360	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98449
0005AC	Quarterly thru 28DEC-2007	1,590	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98449
0005AD	Quarterly thru 28DEC-2007	930	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98449
0005AE	Quarterly thru 28DEC-2007	90	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98449
0006			Per DD-1423 (See Exhibit A)	M67854
0007	Training to coincide with monthly deliveries. Start date to be determined thru 28-DEC-2007.	1	LION VALLEN INDUSTRIES DAN CORTE - REAL CONSOLIDATED ISSUE FACILITY (II MEF - C I F) FIR AND CENTER ST., BLDG 1501 CAMP LEJEUNE, N.C. NC 28542-5000 910-451-9138 FOB: Destination	M98446
0008	Training to coincide with monthly deliveries. Start date to be determined thru 28-DEC-2007	1	LION VALLEN INDUSTRIES DAN CORTE REAL CONSOLIDATED ISSUE FACILITY (I MEF - C I F) AVENUE A, BLDG 2230, 22 AREA CAMP PENDLETON CA 92055-5031 910-451-9138 FOB: Destination	M98447
0009	N/A	N/A	N/A	N/A

0009AA	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007.	1	LION VALLEN INDUSTRIES BARBARA MEMOLO TRAFFIC MANAGEMENT OFFICER M/F CONSOLIDATED ISSUE FACILITY LVI BLDG 500, BAY 3 CAMP KINSER 789-5458 901-2100 011-81-611-2417 FOB: Destination	M98448
0009AB	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98448
0009AC	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98448
0009AD	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98448
0010	N/A	N/A	N/A	N/A
0010AA	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007.	1	LION VALLEN INDUSTRIES AS REQUIRED TRAFFIC MANAGEMENT OFFICER M/F CONSOLIDATED ISSUE FACILITY MOKAPU ROAD, BLDG 4075 MCHB, KANEOHE BAY HI 96863-5000 808-257-2559 FOB: Destination	M98449
0010AB	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007.	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98449
0010AC	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007.	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98449
0010AD	Training to coincide with quarterly deliveries. Start date to be determined thru 28-DEC-2007.	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98449

0011 Start date to be determined N/A  
thru 28-DEC-2007.

LION VALLEN INDUSTRIES  
DAN CORTE - REAL  
CONSOLIDATED ISSUE FACILITY  
(II MEF - C I F)  
FIR AND CENTER ST., BLDG 1501  
CAMP LEJEUNE, N.C. NC 28542-5000  
910-451-9138  
FOB: Destination

M98446

0012 Start date to be determined N/A  
thru 28-DEC-2007.

LION VALLEN INDUSTRIES  
DAN CORTE REAL  
CONSOLIDATED ISSUE FACILITY  
(I MEF - C I F)  
AVENUE A, BLDG 2230, 22 AREA  
CAMP PENDLETON CA 92055-5031  
910-451-9138  
FOB: Destination

M98447

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 176110627A0 310 67854 067443 2D M67854

COST CODE: 6RCM9K11JRBK

AMOUNT: \$33,647,022.00

CIN M6785406RCM9K110001AA: (b)(4)  
CIN M6785406RCM9K110001AB: (b)(4)  
CIN M6785406RCM9K110001AC: (b)(4)  
CIN M6785406RCM9K110001AD: (b)(4)  
CIN M6785406RCM9K110001AE: (b)(4)  
CIN M6785406RCM9K110002AA: (b)(4)  
CIN M6785406RCM9K110002AB: (b)(4)  
CIN M6785406RCM9K110002AC: (b)(4)  
CIN M6785406RCM9K110002AD: (b)(4)  
CIN M6785406RCM9K110002AE: (b)(4)  
CIN M6785406RCM9K110003AA: (b)(4)  
CIN M6785406RCM9K110003AB: (b)(4)  
CIN M6785406RCM9K110003AC: (b)(4)  
CIN M6785406RCM9K110003AD: (b)(4)  
CIN M6785406RCM9K110003AE: (b)(4)  
CIN M6785406RCM9K110004AA: (b)(4)  
CIN M6785406RCM9K110004AB: (b)(4)  
CIN M6785406RCM9K110004AC: (b)(4)  
CIN M6785406RCM9K110004AD: (b)(4)  
CIN M6785406RCM9K110004AE: (b)(4)  
CIN M6785406RCM9K110005AA: (b)(4)  
CIN M6785406RCM9K110005AB: (b)(4)  
CIN M6785406RCM9K110005AC: (b)(4)  
CIN M6785406RCM9K110005AD: (b)(4)  
CIN M6785406RCM9K110005AE: (b)(4)  
CIN M6785406RCM9K110007: (b)(4)  
CIN M6785406RCM9K110008: (b)(4)  
CIN M6785406RCM9K110009AA: (b)(4)  
CIN M6785406RCM9K110009AB: (b)(4)  
CIN M6785406RCM9K110009AC: (b)(4)  
CIN M6785406RCM9K110009AD: (b)(4)  
CIN M6785406RCM9K110010AA: (b)(4)  
CIN M6785406RCM9K110010AB: (b)(4)  
CIN M6785406RCM9K110010AC: (b)(4)  
CIN M6785406RCM9K110010AD: (b)(4)  
CIN M6785406RCM9K110011: (b)(4)  
CIN M6785406RCM9K110012: (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

**USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)**

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to

electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.

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

The contractor is directed to use the "Combo" format when processing invoices and receiving reports

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

Contract Number: **M6785406C3044**

Cage Code/Ext : **05CC7**

Pay DoDAAC: **HQ0338**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1002A**

Ship To Code/Ext: **See Section F**

Ship From Code/Ext: **05CC7**

LPO DoDAAC **"Leave Blank"**

Acceptor Email Address: [june.grundy.ctr@usmc.mil](mailto:june.grundy.ctr@usmc.mil)

Inspect By DoDAAC/Ext **"Leave Blank"**

**\*\*\*SPECIAL NOTE\*\*\***

**Acceptor Code/Role for CLINs 0001 and 0007-0012 - "M67854"**

**Acceptor Code/Role for CLINs 0002 thru 0005 - "S1002A"**

In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either "Combo," "2-in-1," or "Cost Voucher" to download the instructions.

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

(End of clause)

## Section H - Special Contract Requirements

SECURITY REQUIREMENTS

Data generated under this contract may be classified up to the SECRET level. Therefore, all offerors will be required to possess a SECRET clearance or possess the ability to obtain one by award. A DD 254 - Contract Security Classification Specification is provided as Attachment J.3.

GOVERNMENT FURNISHED EQUIPMENT

Receipt and Transportation of GFE. The contractor shall accept ballistic panels in the form of complete OTV assemblies from predetermined Central Issue Facilities (CIFs). CIFs are located at Camp Lejeune, NC; Camp Pendleton, CA; Kaneohe Bay, HI; and, Okinawa, Japan. The contractor is responsible for transportation of complete OTVs (including all soft armor panels) from the CIF to their manufacturing facility. OTV base vest outershell carrier, yoke assemblies and any other unused components shall be left at, or returned to the CIFs. The contractor should not assume government facilities will be available for armor inspection or other operations. The government will provide an initial 3500 sets of new ballistic panels upon contract award. These panels (in tariffed sizes) will be delivered to the location specified in the contractor's proposal within 15 days after contract award and will be used for the first months deliveries and as shelf-stock replacements for unavailable or unserviceable panels (see C.4.1.2, below). Thereafter, the contractor shall use recovered OTV panels for monthly deliveries. The number of OTVs that can be received each month from a given CIF will be limited to the quantity of MTVs that the contractor is delivering to the CIF that month.

Notification Regarding Replenishment GFE OTV Panels. The contractor shall notify the government when: (1) shelf stock of replacement (new) panels drops below 1000 pieces (for any given panel) or (2) replacement (new) panels or CIF provided panels are not adequate to enable the contractor to meet future tariff size delivery requirements. In case of either event, the government will be required to provide the contractor with replenishment within 30 days of being notified by the contractor.

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.232-17	Interest	JUN 1996
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7006	Radio Frequency Identification	MAY 2006

252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver 10 unit(s) of Lot/Item 0001 within 14 calendar days from the date of this contract to the Government at Marine Corps Systems Command, Quantico, Va. 22134 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 14 calendar days after the Government receives the first article, 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.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Removed].

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_XX\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).**
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_\_XX\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).**
- \_\_XX\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).**
- \_\_XX\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).**
- \_\_XX\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).**
- \_\_XX\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).**
- \_\_XX\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**
- \_\_XX\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).**
- \_\_XX\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).**
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- \_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (APR 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**XX** (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**XX** (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)

(a) Unless otherwise specified in this solicitation, the Government will deliver any Government-furnished property for use within the contiguous United States or Canada to a point specified by the Contractor in the offer. If the Government makes delivery by railroad, the f.o.b. point will be private siding, Contractor's plant. If the Contractor's

plant is not served by rail, the f.o.b. point will be railroad cars in the same or nearest city having rail service. The Government may choose the mode of transportation and the carriers and will bear the cost of all line-haul transportation to the specified destination.

(b) If the destination of the Government-furnished property is a Contractor's plant located outside the contiguous United States or Canada, the f.o.b. point for Government delivery of Government-furnished property will be a Contractor-specified location in the contiguous United States. If the Contractor fails to name a point, the Government will select as the f.o.b. point the port city in the contiguous United States nearest to the Government-furnished property that has regular commercial water transportation services to the offshore port nearest the Contractor's plant.

(c) Unless otherwise directed by the Contracting Officer or provided in the contract, the Contractor shall return all Government-furnished equipment, supplies, and property, including all property not returned in the form of acceptable end items, to the point at which the Government property was originally furnished to the Contractor under the contract. Notwithstanding the fact that the Government may have furnished the property at the Contractor's plant, the Contracting Officer may direct the Contractor to deliver the Government property being returned to, and load, block, and brace it in, railway cars in the city in which the Contractor's plant is located, or, if the Contractor's city is not served by rail service, in the nearest city having rail service. Unless otherwise specified in the contract, all property shall be packed in containers conforming with the rules of common carrier published tariffs so as to be free of penalty charges by the carrier designated for shipment by the Government.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2006)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

**52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).**

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

**252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).**

**252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).**

**252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).**

**252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).**

**252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).**

**252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).**

**252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).**

\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

\_\_\_ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

**XX** 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

**XX** 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

**XX** 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

**XX** 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

\_\_\_ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

**XX** 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

**XX** 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_ Alternate I) (MAR 2000) (\_\_\_ Alternate II) (MAR 2000) (\_\_\_ Alternate III (May 2002)).

**XX** 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

#### ATTACHMENTS AND EXHIBITS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
1	Purchase Description, Body Armor, Multiple Threat/Interceptor, CO/PD 00-02F dated 21 March 2005	54
2	Purchase Description, USMC Interceptor, Multiple Threat Body Armor Outer Tactical Vest (OTV), CO/PD 03-22B dated 1 October 2004	49
3	DD Form 254, Contract Security Classification Specification	4
<u>EXHIBIT</u>	<u>DOCUMENT</u>	
A	Contract Data Requirements List (CDRL) DD Form 1423 with Associated Data Item Descriptions:	5
A001	Commercial Manual	
A002	Use & Care Pamphlet	
A003	Contract Status Report	
A004	System Safety and Environmental Information Report	
A005	Logistics Management Information (LMI) Data Products	