

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

1. REQUISITION NUMBER  
M6785408RCHAS65

PAGE 1 OF **33**

2. CONTRACT NO. M67854-08-C-3009  
 3. AWARD/EFFECTIVE DATE **7 Feb 08**  
 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  
 COMMANDING GENERAL  
 MARCORSYSCOM CT03LD  
 2200 LESTER STREET  
 QUANTICO VA 22134-6050  
 CODE M67854  
 TEL: 540-455-8037  
 FAX: 703-432-3262

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 315299  
 SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING DO-A9  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

12. DISCOUNT TERMS

15. DELIVER TO  
**SEE SCHEDULE**  
 CODE  
 16. ADMINISTERED BY  
 DCMA CHICAGO  
 1523 WEST CENTRAL ROAD, BLDG 203  
 ARLINGTON HEIGHTS IL 60005-2451  
 CODE S1403A  
 SCD: A

17a. CONTRACTOR/OFFEROR  
 EAGLE INDUSTRIES UNLIMITED  
 400 BILTMORE DR STE 530  
 FENTON MO 63026-4652  
 CODE OD125  
 FACILITY CODE  
 TEL: 636-343-7547

18a. PAYMENT WILL BE MADE BY  
 DFAS - COLUMBUS CENTER  
 WEST ENTITLEMENT OPERATIONS PO BOX 182238  
 COLUMBUS OH 43218-2381  
 CODE HQ0339

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a, UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

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

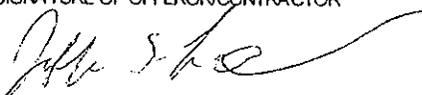
25. ACCOUNTING AND APPROPRIATION DATA  
 See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$1,999,958.40**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** 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.

29. AWARD OF CONTRACT: REFERENCE  
 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

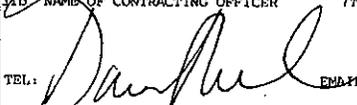
30a. SIGNATURE OF OFFEROR/CONTRACTOR  


31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  


31c. DATE SIGNED  
**7 Feb 08**

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
**JEFF LANGSTON  
 DIRECTOR OF PROGRAM MGMT**

30c. DATE SIGNED  
**6 Feb 08**

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
  
 TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M6785408RCHA665		PAGE 1 OF 35					
2. CONTRACT NO. M67854-08-C-3009		3. AWARD/EFFECTIVE DATE 07-Feb-2008		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUED DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTQ3LD 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 540-455-8037 FAX: 703-432-3262		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input 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-A9		12. DISCOUNT TERMS			
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451  SCD: A		CODE S1403A					
17a. CONTRACTOR/OFFEROR EAGLE INDUSTRIES UNLIMITED 400 BILTMORE DR STE 530 FENTON MO 63026-4652  TEL: 636-343-7547		CODE 0D1Z5		18a. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182238 COLUMBUS OH 43218-2381		CODE HQ0339					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		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)  \$1,999,958.40					
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
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.				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:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED 07-Feb-2008			
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.rivocal@usmc.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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  
 RECEIVED  INSPECTED  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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <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
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

**Section B - Supplies or Services and Prices**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED FFP PCG-RS-S/M-IBA-MS-5SCOY NSN: 8470-01-548-9018 FOB: Destination MILSTRIP: M6785408RCHA565 PURCHASE REQUEST NUMBER: M6785408RCHA565		Each		

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED FFP DELIVER TO MCGUIRE AFB, NJ FOB: Destination MILSTRIP: M6785408RCHA565	200	Each	(b) (4)	(b) (4)

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NET AMT (b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED FFP DELIVER TO CAMP PENDLETON, CA MARK FOR SupO M11220 2/7 MARINES FOB: Destination MILSTRIP: M6785408RCHA565	500	Each	(b) (4)	(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AB

NET AMT

\$ (b) (4)  
\$ (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED FFP DELIVER TO CAMP LEJEUNE, NC MARK FOR SupO M20180 24th MEU FOB: Destination MILSTRIP: M6785408RCHA565	500	Each	(b) (4)	(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AC

NET AMT

\$ (b) (4)  
\$ (b) (4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0001AD 25 Each  
PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED  
FFP  
DELIVER TO TRACEY, CA  
MARK FOR SUPO MMJ132 BLT 2/4 31st MEU  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE (b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AD

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0001AE 600 Each  
PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED  
FFP  
DELIVER TO CAMP PENDLETON, CA  
FOB: Destination  
MILSTRIP: M6785408RCHA565

(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0001AF 600 Each  
PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED  
FFP  
DELIVER TO CAMP LEJEUNE, NC  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE AMOUNT  
(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AF

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0001AG 215 Each  
PLATE CARRIERS W/ SOFT ARMOR - SMALL/MED  
FFP  
DELIVER TO MARCORSSYSCOM  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE AMOUNT  
(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AG

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP PCG-RS-L/XL-IBA-MS-5SCOY NSN: 8470-01-548-9018 FOB: Destination MILSTRIP: M6785408RCHA565		Each		

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AA	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP DELIVER TO MCGUIRE AFB, NJ FOB: Destination MILSTRIP: M6785408RCHA565	200	Each

(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AB		500	Each
	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP		
	DELIVER TO CAMP PENDLETON, CA		
	MARK FOR SupO M11220 2/7 MARINES		
	FOB: Destination		
	MILSTRIP: M6785408RCHA565		

(b) (4)

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NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AC		500	Each
	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP		
	DELIVER TO CAMP LEJEUNE, NC		
	MARK FOR SupO M20180 24th MEU		
	FOB: Destination		
	MILSTRIP: M6785408RCHA565		

(b) (4)

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NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AD		25	Each
	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP		
	DELIVER TO TRACEY, CA		
	MARK FOR SUPO MMJ132 BLT 2/4 31st MEU		
	FOB: Destination		
	MILSTRIP: M6785408RCHA565		

(b) (4)

NET AMT

ACRN AA  
CIN: M6785408RCHA5650002AD

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AE		600	Each
	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP		
	DELIVER TO CAMP PENDLETON, CA		
	FOB: Destination		
	MILSTRIP: M6785408RCHA565		

(b) (4)

NET AMT

ACRN AA  
CIN: M6785408RCHA5650002AE

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AF	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP DELIVER TO CAMP LEJEUNE, NC FOB: Destination MILSTRIP: M6785408RCHA565	600	Each

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AF

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AG	PLATE CARRIERS W/ SOFT ARMOR - LARGE/XL FFP DELIVER TO MARCORSYSCOM FOB: Destination MILSTRIP: M6785408RCHA565	215	Each

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AG

NET AMT

(b) (4)

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

1.0 Requirements. The contractor shall furnish the services, personnel, facilities, equipment and materials required to design, produce and deliver ESAPI plate carriers in accordance with the terms and conditions of this contract. Ballistic material utilized shall meet all of the Interceptor Body Armor (IBA) ballistic requirements referenced in paragraphs 3.5 thru 3.5.3 of Army OTV Purchase Description, CO/PD 00-02G (Attachment J.1).

1.1 Testing. The Designated Authority (below) shall be placed in box 17 of all DD Form 1222 (Request for and Results of Tests), and test labs shall provide the results of all testing directly to the designated authority. Designated authority for this contract includes:

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

TEL: 508.233.4348; DSN: 256-4348 FAX: 508.233.5985  
Email: [john.kirejczyk@us.army.mil](mailto:john.kirejczyk@us.army.mil)

Ballistic test approval emails will be forwarded by Mr. Kirejczyk to the designated QAR – [wilma.taylor@dcma.mil](mailto:wilma.taylor@dcma.mil) at DCMA Huntsville and designated Government and contractor personnel.

1.1.2 First Article Testing. Ballistic First Article Test (FAT) has been waived based on successful FAT results of the Hybrid soft armor solution under Army contract W91CRB-06-D-0031. All production quantities submitted shall be produced using the same procedures that resulted in the manufacture of an acceptable first article; this includes the same raw material and component parts. Waiver of FAT does not relieve the contractor from meeting all requirements of the contract and the performance specification.

#### 1.1.3 Lot Testing/Ballistic Verification

1.1.3.1 The Contractor shall provide measurements and certificates of conformance (CoC) for all in-process material inspections needed to meet the minimum requirements of this Section. This includes but is not limited to CoC for ballistic fabric used in each lot produced, weights and dimensions of all end items and components of end item. Ballistic testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Only the Hybrid soft armor solution referenced in para. 1.1.2, that has successfully completed Government First Article Testing (FAT) shall be used and submitted for lot acceptance. Ballistic testing shall be based on shootpacks embedded in actual spreads per Attachment J.2. The Contractor shall assign lot and serial numbers to each panel produced and shall be able to track those serial numbers back to lot testing and raw materials. The contractor shall be responsible for conducting testing at mutually agreed upon, NIJ Certified laboratory. The Government (DCMA) shall be given notice and opportunity to witness all QA testing. The contractor shall receive notification of acceptance from the government (DCMA, contracting agency or designated authority) prior to shipping any lot. The contractor shall bear the cost of all testing.

1.1.3.2 While the scope of QA testing is limited in requirements, threats and conditions tested, it shall not relieve the contractor from the full requirements of this contract and all associated statements of work and attachments; nor shall it permit the contractor to present to the Government any items that are known or suspected to be substandard merely on the basis of acceptable lot test results or the possibility of acceptable results if tested. The Government reserves the right to conduct varied or additional QA and/or verification tests against any or all requirements of the Contract statement of work and attachments at any time as a condition of acceptance. Testing may be performed at a Government laboratory.

#### 1.1.4 Standard Samples

Three (3) of each size plate carrier (three small/mediums and three large/xlarges) shall be delivered to Major Luis Lara at MARCORSYSCOM for final design approval prior to production. Each of these plate carriers will be labeled as [Government Standard Sample] and will be distributed as follows: One (1) of each size will be retained by MARCORSYSCOM, one (1) of each size will be retained by Natick, and one (1) of each size will be retained by DCMA. These MTVs will be used as the standards for dimensions, quality workmanship, and finished shade and appearance. Unless the Contracting Officer otherwise notifies the contractor in writing, the [Government Standard Samples] shall be used by the Contractor and the Government when performing sampling (i.e., Inspection) and acceptance of all MTVs.

**Section D - Packaging and Marking**

**Packing and Marking of Shipping Containers**

Best commercial packing practices are authorized. All shipping containers shall be marked with durable, legible print that includes quantities, sizes, lot numbers as well as the contract number.

**Item Labels**

Plate carrier label format shall be the same as that provided under contract M67854-07-C-3051.

**Section E - Inspection and Acceptance****INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0001AA	Origin	Government	Origin	Government
0001AB	Origin	Government	Origin	Government
0001AC	Origin	Government	Origin	Government
0001AD	Origin	Government	Origin	Government
0001AE	Origin	Government	Origin	Government
0001AF	Origin	Government	Origin	Government
0001AG	Origin	Government	Origin	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
0002AF	Origin	Government	Origin	Government
0002AG	Origin	Government	Origin	Government

**CLAUSES INCORPORATED BY REFERENCE**

52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

SubCLIN	Qty	Delivery Date	Destination	Mark For
0001AA	200	2-29-08	FB4484 305 LRS LGS CP 609 724 4022 1757 VANDENBERG AVE MC GUIRE AFB NJ 08641-5528 Note: Vendor required to request TCN prior to shipment	Commanding Officer MCEA CJTF 76 PR 0003 HQ HHC MARCENT BAGRAM Operation Enduring Freedom, BA Bagram AF (M20550) (ATTN: SUPO (M20550))
0002AA	200	2-29-08	FB4484 305 LRS LGS CP 609 724 4022 1757 VANDENBERG AVE MC GUIRE AFB NJ 08641-5528 Note: Vendor required to request TCN prior to shipment	Commanding Officer MCEA CJTF 76 PR 0003 HQ HHC MARCENT BAGRAM Operation Enduring Freedom, BA Bagram AF (M20550) (ATTN: SUPO (M20550))
0001AB	500	3-7-08	MMC160 TRAFFIC MANAGEMENT OFFICE M/F SupO M11220 2/7 Marines BLDG 2262 MARK FOR 1ST SUPPLY BN IIP CAMP PENDLETON CA 92055	SupO M11220 2/7 Marines
0002AB	500	3-7-08	MMC160 TRAFFIC MANAGEMENT OFFICE M/F SupO M11220 2/7 Marines BLDG 2262 MARK FOR 1ST SUPPLY BN IIP CAMP PENDLETON CA 92055	SupO M11220 2/7 Marines
0001AC	500	3-21-08	MML151 TRAFFIC MANAGEMENT OFFICER MF INITIAL ISSUE PROV ACCT - ERD MML151 MARINE CORPS BASE CAMP LEJEUNE, NC 28542-5000	SupO M20180 24 <sup>th</sup> MEU
0002AC	500	3-21-08	MML151 TRAFFIC MANAGEMENT OFFICER MF INITIAL ISSUE PROV ACCT - ERD MML151 MARINE CORPS BASE CAMP LEJEUNE, NC 28542-5000	SupO M20180 24 <sup>th</sup> MEU

0001AD	25	3-21-08	XU DEF DIST DEPOT San Joaquin CCP Warehouse 30 25600 South Chrisman Road Tracy, CA 95304-5000 FFT Ultimate Cosgnee MF MMJ132 2/4 Supply ATTN: Capt Cushing *Note: Vendor required to request TCN prior to shipment	Supo MMJ132 BLT 2/4, 31 <sup>st</sup> MEU
0002AD	25	3-21-08	XU DEF DIST DEPOT San Joaquin CCP Warehouse 30 25600 South Chrisman Road Tracy, CA 95304-5000 FFT Ultimate Cosgnee MF MMJ132 2/4 Supply ATTN: Capt Cushing *Note: Vendor required to request TCN prior to shipment	Supo MMJ132 BLT 2/4, 31 <sup>st</sup> MEU
0001AE	600	3-28-08	DODAAC: MMC160 TRAFFIC MANAGEMENT OFFICE BLDG 2262 MARK FOR 1ST SUPPLY BN IIP CAMP PENDLETON CA 92055	
0002AE	600	3-28-08	DODAAC: MMC160 TRAFFIC MANAGEMENT OFFICE BLDG 2262 MARK FOR 1ST SUPPLY BN IIP CAMP PENDLETON CA 92055	
0001AF	600	4-11-08	DODAAC: MML151 TRAFFIC MANAGEMENT OFFICER MF INITIAL ISSUE PROV ACCT - ERD MML151 MARINE CORPS BASE CAMP LEJEUNE, NC 28542-5000	
0002AF	600	4-11-08	DODAAC: MML151 TRAFFIC MANAGEMENT OFFICER MF INITIAL ISSUE PROV ACCT - ERD MML151 MARINE CORPS BASE CAMP LEJEUNE, NC 28542-5000	
0001AG	215	4-18-08	DODAAC: M95450 SUPPLY OFFICER (ATTN: Maj Lara) MARINE CORPS SYSTEMS COMMAND 2201A WILLIS ST QUANTICO, VA 22134-6050	
0002AG	215	4-18-08	DODAAC: M95450 SUPPLY OFFICER (ATTN: Maj Lara) MARINE CORPS SYSTEMS COMMAND 2201A WILLIS ST QUANTICO, VA 22134-6050	

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

PARTIAL SHIPMENTS

Partial shipments are authorized for all items delivered under this contract.

**CONSIDERATION FOR LATE DELIVERIES**

The contractor shall be assessed **one (1) Plate Carrier inclusive of soft armor at no cost to the Government for every one hundred (100) Plate Carriers** that are not delivered by the proposed and agreed upon delivery date. In accordance with FAR 52.212-4 (f), consideration due the Government is applicable unless late delivery is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence.

**Section G - Contract Administration Data****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: **M6785408C3009**

Cage Code/Ext : **0D1Z5**

Pay DoDAAC: **HQ0339**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1403A**

Ship To Code/Ext: **To Be Identified**

Ship From Code/Ext: **0D1Z5**

LPO DoDAAC **[Leave Blank]**

Service Acceptor Code(s): **S1403A**

Inspect By DoDAAC/Ext: **[Leave Blank]**

B/L: **Include Shipment Tracking Information**

**\*\*\*\*The contractor shall send a notification email to Mr. Mike Berry at [michael.s.berry.ctr@usmc.mil](mailto:michael.s.berry.ctr@usmc.mil) when invoices are loaded to WAWF\*\*\*\***

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)

#### ACCOUNTING AND APPROPRIATION DATA

AA: 178110627A0 310 67854 067443 2D M67854  
COST CODE: 8RCHA56516BK  
AMOUNT: \$1,999,958.40  
CIN M6785408RCHA5650001AA: \$75,756.00  
CIN M6785408RCHA5650001AB: \$189,390.00  
CIN M6785408RCHA5650001AC: \$189,390.00  
CIN M6785408RCHA5650001AD: \$9,469.50  
CIN M6785408RCHA5650001AE: \$227,268.00  
CIN M6785408RCHA5650001AF: \$227,268.00  
CIN M6785408RCHA5650001AG: \$81,437.70  
CIN M6785408RCHA5650002AA: \$75,756.00  
CIN M6785408RCHA5650002AB: \$189,390.00  
CIN M6785408RCHA5650002AC: \$189,390.00  
CIN M6785408RCHA5650002AD: \$9,469.50  
CIN M6785408RCHA5650002AE: \$227,268.00  
CIN M6785408RCHA5650002AF: \$227,268.00  
CIN M6785408RCHA5650002AG: \$81,437.70

**Section I - Contract Clauses****CLAUSES INCORPORATED BY REFERENCE**

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.232-17	Interest	JUN 1996
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
52.253-1	Computer Generated Forms	JAN 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	DEC 2006
252.211-7006	Radio Frequency Identification	FEB 2007
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7013	Duty-Free Entry	OCT 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

**CLAUSES INCORPORATED BY FULL TEXT****52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)**

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is

determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will

be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)**

(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.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), 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).

(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 (Nov 2007) (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.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

**\_X\_ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).**

\_\_\_ (11)(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.

\_\_\_ (12) 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).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

**\_X\_ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).**

**\_X\_ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).**

**\_X\_ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).**

**\_X\_ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).**

**\_X\_ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).**

**\_X\_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**

**\_X\_ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).**

**\_X\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).**

\_\_\_ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (25)(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)).

\_\_\_ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (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, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**\_\_\_X (31) 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).**

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 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)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**\_\_\_X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).**

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (40)(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 (Nov 2007) (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) (NOV 2006) (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) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(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 \$550,000 (\$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 (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (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 (Nov 2007) (41 U.S.C. 351, et seq.).
  - (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
  - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  - (x) 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)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007) (DEVIATION)**

- (a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.
- (b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) 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 (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 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 (Nov 2007) (41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--
  - (A) Delivered;
  - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (C) Furnished by the Contractor for use by the Government; or
  - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (x) 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.
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xii) 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.
- (c) 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)

#### 52.252-2 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)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)**

(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.

**X 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.

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

(2) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

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

**(5) X 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).**

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

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

(8) \_\_\_ 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).

(9) \_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

(12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.

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

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

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

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

**(17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).**

(18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

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

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

**(21) X 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 (FAR 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:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR2007) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (MAR 2007) (DEVIATION), the Contractor shall include the terms of the following clause, 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 2006) (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)

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

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
1	Purchase Description, Body Armor, Multiple Threat/Interceptor, CO/PD 00-02G dated 23 February 2006	54
2	Soft Armor -Conformance Lot Inspection (Ballistic Testing)	1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				J	1   6
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 17-Apr-2008	4. REQUISITION/PURCHASE REQ. NO. M6785408RCHA565	5. PROJECT NO. (If applicable)		
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTQ3LD 2200 LESTER STREET QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451	CODE	S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED 400 BILTMORE DR STE 530 FENTON MO 63026-4652			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009	
			X	10B. DATED (SEE ITEM 13) 07-Feb-2008	
CODE 0D1Z5	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions - Commercial Items					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos082342 The purpose of this bilateral change order is to allow for the following within scope changes:					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 17-Apr-2008	
(Signature of person authorized to sign)					

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been added by full text:

CHANGE ORDER

1. The requirement for two (2) sizes of plate carrier systems: 2,640 small/medium plate carrier systems and 2,640 large/x-large systems) is hereby deleted and the contractor is hereby directed to convert to a requirement for five (5) sizes of carriers (x-small, small, medium, large and x-large) in accordance with the revised Statement of Work. Within the current obligated amount of the contract, the contractor is hereby authorized to produce and deliver twenty (20) standard sample plate carriers, twenty six (26) soft armor samples, and 3,300 plate carriers with associated soft armor inserts in the size tariff detailed below:

Item	Quantity	Ship To Date
XS Plate Carrier PCG-W/C-MCXS-MS-5SCOY	15	4/28/2008
SM Plate Carrier PCG-W/C-MCS-MS-5SCOY	262	4/28/2008
MD Plate Carrier PCG-W/C-MCM-MS-5SCOY	910	4/28/2008
LG Plate Carrier PCG-W/C-MCL-MS-5SCOY	324	4/28/2008
XL Plate Carrier PCG-W/C-MCXL-MS-5SCOY	31	4/28/2008
<b>Total</b>	<b>1542</b>	
<b>Delivery Address</b>		
FB4484 305 LRS LGS	<b>Mark For</b> CO 24TH MEU CE FWD	
CP 609 724 4022	USMC DODAAC M94481	
1757 VANDENBERG AVE	NATL SUPPORT ELEMENT-NDS-EMPTY LOT	
MC GUIRE AFB NJ 08641-5528	KANDAHAR APRT KDH AF 09355-0000	
FFT Ultimate Cosignee M94481	POC: MAJ CARPENTER, 318-841-2080	
<b>Item</b>		
	<b>Quantity</b>	<b>Ship To Date</b>
XS Plate Carrier PCG-W/C-MCXS-MS-5SCOY	11	5/1/2008
SM Plate Carrier PCG-W/C-MCS-MS-5SCOY	187	5/1/2008
MD Plate Carrier PCG-W/C-MCM-MS-5SCOY	649	5/1/2008
LG Plate Carrier PCG-W/C-MCL-MS-5SCOY	231	5/1/2008
XL Plate Carrier PCG-W/C-MCXL-MS-5SCOY	22	5/1/2008
<b>Total</b>	<b>1100</b>	

<b>Delivery Address</b>	<b>Mark For</b>	
FB4484 305 LRS LGS	CO 2NDBN 7THMAR FWD	
CP 609 724 4022	USMC DODAAC M94480	
1757 VANDENBERG AVE	NATL SUPPORT ELEMENT-NDS-EMPTY LOT	
MC GUIRE AFB NJ 08641-5528	KANDAHAR APRT KDH AF 09355-0000	
FFT Ultimate Cosignee M94480	POC: CAPT VINCENT 2/7 S-4 / MAJ CARPENTER, 24MEU S-4, 318-841-2080	
<b>Item</b>	<b>Quantity</b>	<b>Ship To Date</b>
XS Plate Carrier PCG-W/C-MCXS-MS-5SCOY	7	5/8/2008
SM Plate Carrier PCG-W/C-MCS-MS-5SCOY	112	5/8/2008
MD Plate Carrier PCG-W/C-MCM-MS-5SCOY	388	5/8/2008
LG Plate Carrier PCG-W/C-MCL-MS-5SCOY	138	5/8/2008
XL Plate Carrier PCG-W/C-MCXL-MS-5SCOY	13	5/8/2008
<b>Total</b>	<b>658</b>	
<b>Delivery Address</b>	<b>Mark For</b>	
XU DEF DIST DEPOT San Joaquin	TRAFFIC MANAGEMENT OFFICE	
CCP Warehouse 30	MF COMMANDING OFFICER 31MEU (M20175)	
25600 South Chrisman Road	BLDG 2449 CAMP HANSEN 623 7375	
Tracy, CA 95304-5000	OKINAWA JAPAN	
FFT Ultimate Cosignee MMRFFA		

2. In addition, the contractor shall produce and deliver 1,320 SM/MD soft armor panel sets and 1,650 LG/XL soft armor panel sets. These sets are not complete with covers – they are raw ballistics cut to the SM/MD and LG/XL patterns and stitched together in the appropriate amount of layers. Delivery instructions for these soft armor panel sets will be provided in a subsequent modification to the contract. The government shall be responsible for the cost of shipment if after performance of all other requirements within this contract the cost of shipment exceeds the original obligated amount of the contract (\$1,999,958.40).

3. The contractor agrees to perform the above changes within the current obligated amount of the contract (\$1,999,958.40) and is required to submit a detailed proposal that is reflective of such changes within five (5) days. Negotiations between the contractor and the PCO shall be completed within fifteen (15) days from the receipt of the contractor's proposal.

4. The contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to this change order that exceed the current obligated amount of the contract.

5. There is no increase to the original obligated amount of the contract (\$1,999,958.40) as a result of this contract modification.

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

### Section C - Descriptions and Specifications

#### STATEMENT OF WORK

1.0 Requirements. The contractor shall furnish the services, personnel, facilities, equipment and materials required to design, produce and deliver ESAPI plate carriers (part no: PCG-WC-MC) that include the following components: a front vest section (including soft armor insert), back vest section (including soft armor insert), cummerbund, two (2) cummerbund inserts, two (2) side plate pockets, two (2) removable shoulder pads, two (2) cummerbund stays, two (2) assault pack shoulder adaptors, two (2) assault pack waist adaptors and one (1) care and use brochure located in a slip pocket on top of the front body plate retention pocket. Plate carriers shall accept their corresponding size ESAPI, and include front and back soft inserts that comply with specified patterns provided as **Attachments J.3, J.4, J.5, J.6, and J.7**). Ballistic material utilized shall meet all of the Interceptor Body Armor (IBA) ballistic requirements referenced in the following paragraphs of **Army OTV Purchase Description, CO/PD 00-02G (Attachment J.1)**:

- Paragraph 3.5.1, subparagraphs a), b), d), e)
- Paragraph 3.5.2 Ballistic Performance
  - Paragraph 3.5.2.1.1 Ballistic filler
  - Paragraph 3.5.2.1.2 Flexibility
  - Paragraph 3.5.2.1.3 Abrasion Resistance
  - Paragraph 3.5.2.2 OTV Fragmentation Protection Paragraph
  - 3.5.2.3 Handgun Protection

1.1 Testing. The Designated Authority (below) shall be placed in box 17 of all DD Form 1222 (Request for and Results of Tests), and test labs shall provide the results of all testing directly to the designated authority. Designated authority for this contract includes:

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

TEL: 508.233.4348; DSN: 256-4348 FAX: 508.233.5985  
Email: [john.kirejczyk@us.army.mil](mailto:john.kirejczyk@us.army.mil)

Ballistic test approval emails will be forwarded by Mr. Kirejczyk to the DCMA Huntsville QAR – Ms. Wilma Jean Taylor at [wilma.taylor@dcma.mil](mailto:wilma.taylor@dcma.mil) and designated Government and contractor personnel.

1.1.2 First Article Testing. Ballistic First Article Test (FAT) has been waived based on successful FAT results of the Hybrid soft armor solution under Army contract W91CRB-06-D-0031. All production quantities submitted shall be produced using the same procedures that resulted in the manufacture of an acceptable first article; this includes the same raw material and component parts. Waiver of FAT does not relieve the contractor from meeting all requirements of the contract and the performance specification.

### 1.1.3 Lot Testing/Ballistic Verification

1.1.3.1 The Contractor shall provide measurements and certificates of conformance (CoC) for all in-process material inspections needed to meet the minimum requirements of this Section. This includes but is not limited to CoC for ballistic fabric used in each lot produced, weights and dimensions of all end items and components of end item. Ballistic testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Only the Hybrid soft armor solution referenced in para. 1.1.2, that has successfully completed Government First Article Testing (FAT) shall be used and submitted for lot acceptance. Ballistic testing shall be based on shootpacks embedded in actual spreads per **Attachment J.2**. The Contractor shall assign lot and serial numbers to each panel produced and shall be able to track those serial numbers back to lot testing and raw materials. The contractor shall be responsible for conducting testing at mutually agreed upon, NIJ Certified laboratory. The Government (DCMA) shall be given notice and opportunity to witness all QA testing. The contractor shall receive notification of acceptance from the government (DCMA, contracting agency or designated authority) prior to shipping any lot. The contractor shall bear the cost of all testing.

1.1.3.2 While the scope of QA testing is limited in requirements, threats and conditions tested, it shall not relieve the contractor from the full requirements of this contract and all associated statements of work and attachments; nor shall it permit the contractor to present to the Government any items that are known or suspected to be substandard merely on the basis of acceptable lot test results or the possibility of acceptable results if tested. The Government reserves the right to conduct varied or additional QA and/or verification tests against any or all requirements of the Contract statement of work and attachments at any time as a condition of acceptance. Testing may be performed at a Government laboratory.

### 1.1.4 Standard Samples

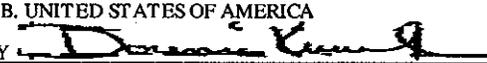
Four (4) of each size plate carrier (x-small, small, medium, large and x-large) and four (4) of each size soft armor inserts (x-small, small, medium, large and x-large) shall be delivered to Mr. John Kirejczyk at Natick for final design approval prior to production. Each of these plate carriers will be labeled as Government Standard Sample and will be distributed as follows: One (1) of each size plate carrier system (plate carrier plus soft armor inserts) will remain at Natick. One (1) of each size will be retained by MARCORSYSCOM, two (2) of each size will be sent to Eagle Industries, and one (1) of each size soft armor panel will be sent to BAE Systems along with electronic patterns. The approved plate carrier systems and soft armor panel patterns will be used as the standards for dimensions, quality workmanship, and finished shade and appearance. Unless the Contracting Officer otherwise notifies the contractor in writing, the Government Standard Samples and soft armor panel patterns shall be used by the Contractor and the Government when performing sampling (i.e., Inspection) and acceptance of all plate carriers. The contractor is not authorized to proceed into production until approval to do so is provided in writing by the Contracting Officer.

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

The following have been modified:

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
1	Purchase Description, Body Armor, Multiple Threat/Interceptor, CO/PD 00-02G dated 23 February 2006	54
2	Soft Armor -Conformance Lot Inspection (Ballistic Testing) Revised on 04/08/2008	1
3	X-Small Soft Armor Panel Pattern	1
4	Small Soft Armor Panel Pattern	1
5	Medium Soft Armor Panel Pattern	1
6	Large Soft Armor Panel Pattern	1
7	X-Large Soft Armor Panel Pattern	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   4
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 24-Oct-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTG3LD 2200 LESTER STREET QUANTICO VA 22134-8060	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60006-2451		CODE	S1403A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, INC. 1000 BILTMORE DR FENTON MO 63028-4641				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009
				X	10B. DATED (SEE ITEM 13) 07-Feb-2008
CODE 0D1Z5	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions - Commercial Items					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos09253 The purpose of this modification is to: 1.) revise Section E to add DCMA Atlanta as the inspector of soft armor inserts, and DCMA St. Petersburg as inspector and acceptor of plate carrier systems (CLINS 0016 and 0017); 3.) revise Section F to add Jefferson City, TN as a place of performance for soft armor inserts produced under modification P00007, 4.) revise Section G to add DCMA St. Petersburg as a secondary administration office and update WAWF instructions for CLINS 0016 and 0017; and, 5.) revise Section J to include FAT Protocol as Attachment J.11					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 28-Oct-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**SECTION E - INSPECTION AND ACCEPTANCE**

The following have been added by full text:

CLINS 0016 AND 0017

Inspection and Acceptance of items under CLINs 0016 and 0017 shall be performed by DCMA St. Petersburg.

SOFT AMOR INSERTS

Inspection of soft armor inserts shall be performed by the DCMA Atlanta.

**SECTION F - DELIVERIES OR PERFORMANCE**

The following have been added by full text:

PLACE OF PERFORMANCE

The place of performance for soft armor inserts produced under modification P00007 is Jefferson City, Tennessee.

**SECTION G - CONTRACT ADMINISTRATION DATA**

The following have been added by full text:

SECONDARY ADMINISTRATION

Secondary Administration under this contract is assigned to:

DCMA ST. PETERSBURG  
GADSDEN BLDG., SUITE 200  
9549 KOGER BLVD.  
ST. PETERSBURG, FL 33702-2455  
Code: S1109A

Phone: 727-579-3000/3100  
FAX: 727-579-3106  
DSN: 697-3000  
DCMASTPETERSBURGCASD@DCMA.MIL

The following have been modified:

CONTRACT ADMINISTRATION

**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 Mr. Mike Berry and he can be reached at 703-432-3251 and by e-mail at [michael.s.berry@usmc.mil](mailto:michael.s.berry@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: **M6785408C3009**

Cage Code/Ext : **0D1Z5**

Pay DoDAAC: **HQ0339**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1403A**

Ship To Code/Ext: **To Be Identified**

Ship From Code/Ext: **0D1Z5**

LPO DoDAAC **"Leave Blank"**

Service Acceptor Code(s): **S1403A** for CLINs 0001, 0002, 0003, 0009, 0010, 0012, 0013 and 0014.

**M67854** for CLINs 0004, 0005, 0006, 0007, 0008, 0011 and 0015.

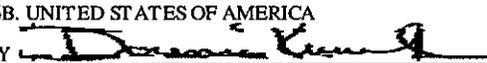
**S1109A for CLINs 0016 and 0017**

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

B/L: **Include Shipment Tracking Information**

**\*\*\*\*The contractor shall send a notification email to Mr. Mike Berry at [michael.s.berry@usmc.mil](mailto:michael.s.berry@usmc.mil) when invoices are loaded to WAWF\*\*\*\***

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	8
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 15-Oct-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTG3LD 2200 LESTER STREET QUANTICO VA 22134-6060		CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, INC. 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009		
				X 10B. DATED (SEE ITEM 13) 07-Feb-2008		
CODE 0D1Z5		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos09114 The purpose of this modification is to: 1.) revise Section C paragraphs 1.0 and 1.1 to update the referenced purchase description and provide a point of contact for ballistic testing occurring under modification P00007; 2.) add paragraph 1.1.2.2 to provide First Article Testing instructions under modification P00007 and paragraph 1.1.4.2 for standard samples under modification P00007; 3.) revise Section F to correct administrative errors in the delivery schedule and provide a place of performance for plate carriers produced under modification P00007; 4.) update Section G to correct CLIN funding information; 5.) revise Section I to add FAR clause 52.209-4 First Article Approval - Government Testing; and, 6.) revise Section J to update Attachment J.1.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY  (Signature of Contracting Officer)		21-Oct-2008	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK**Section C - Descriptions and Specifications**STATEMENT OF WORK

1.0 Requirements. The contractor shall furnish the services, personnel, facilities, equipment and materials required to design, produce and deliver ESAPI plate carriers (part no: PCG-WC-MC) that include the following components: a front vest section (including soft armor insert), back vest section (including soft armor insert), cummerbund, two (2) cummerbund inserts, two (2) side plate pockets, two (2) removable shoulder pads, two (2) cummerbund stays, two (2) assault pack shoulder adaptors, two (2) assault pack waist adaptors and one (1) care and use brochure located in a slip pocket on top of the front body plate retention pocket. Plate carriers shall accept their corresponding size ESAPI, and include front and back soft inserts that comply with specified patterns provided as Attachments J.3, J.4, J.5, J.6, and J.7). Ballistic material utilized shall meet all of the Interceptor Body Armor (IBA) ballistic requirements referenced in the following paragraphs of **Army IOTV Purchase Description, FQ/PD 07-05B (Attachment J.1)**:

- Paragraph 3.5.1, subparagraphs a), b), d), e)
- Paragraph 3.5.2 Ballistic Performance
  - Paragraph 3.5.2.1.1 Ballistic filler
  - Paragraph 3.5.2.1.2 Flexibility
  - Paragraph 3.5.2.1.3 Abrasion Resistance
  - Paragraph 3.5.2.2 **IOTV** Fragmentation Protection Paragraph
  - 3.5.2.3 Handgun Protection

1.1 Testing. The Designated Authority (below) shall be placed in box 17 of all DD Form 1222 (Request for and Results of Tests), and test labs shall provide the results of all testing directly to the designated authority. Designated authority for this contract includes:

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

TEL: 508.233.4348; DSN: 256-4348 FAX: 508.233.5985  
Email: [john.kirejczyk@us.army.mil](mailto:john.kirejczyk@us.army.mil)

Ballistic test approval emails will be forwarded by Mr. Kirejczyk to the DCMA Huntsville QAR – Ms. Wilma Jean Taylor at [wilma.taylor@dcma.mil](mailto:wilma.taylor@dcma.mil); **or in the case of ballistic tests for soft armor inserts under modification P00007 to DCMA Atlanta QAR - Ms. Dianne Gosnell at [dianne.gosnell@dcma.mil](mailto:dianne.gosnell@dcma.mil)**, as well as designated Government and contractor personnel.

### 1.1.2 First Article Testing.

1.1.2.1 Ballistic First Article Test (FAT) has been waived for all soft armor inserts **produced prior to P00007** based on successful FAT results of the Hybrid soft armor solution under Army contract W91CRB-06-D-0031. All production quantities submitted shall be produced using the same procedures that resulted in the manufacture of an acceptable first article; this includes the same raw material and component parts. Waiver of FAT does not relieve the contractor from meeting all requirements of the contract and the performance specification.

**1.1.2.2 First Article Testing is required whenever there is a change in process, place of performance, or material input. The Contractor shall produce the required number of shootpacks for FAT of soft armor panels produced under modification P00007 in accordance with FO/PD 07-05B. The contractor shall coordinate the shipment of the shootpacks and scheduling of the testing with an approved NIJ certified ballistic test laboratory. The Contractor will bear all cost associated with the testing. Production will not be authorized until successful completion of a FAT. The contractor is not authorized to proceed into production until approval is provided in writing by the Contracting Office.**

### 1.1.3 Lot Testing/Ballistic Verification

1.1.3.1 The Contractor shall provide measurements and certificates of conformance (CoC) for all in-process material inspections needed to meet the minimum requirements of this Section. This includes but is not limited to CoC for ballistic fabric used in each lot produced, weights and dimensions of all end items and components of end item. Ballistic testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Only the Hybrid soft armor solution referenced in para. 1.1.2, that has successfully completed Government First Article Testing (FAT) shall be used and submitted for lot acceptance. Ballistic testing shall be based on shootpacks embedded in actual spreads per **Attachment J.2**. The Contractor shall assign lot and serial numbers to each panel produced and shall be able to track those serial numbers back to lot testing and raw materials. The contractor shall be responsible for conducting testing at mutually agreed upon, NIJ Certified laboratory. The Government (DCMA) shall be given notice and opportunity to witness all QA testing. The contractor shall receive notification of acceptance from the government (DCMA, contracting agency or designated authority) prior to shipping any lot. The contractor shall bear the cost of all testing.

1.1.3.2 While the scope of QA testing is limited in requirements, threats and conditions tested, it shall not relieve the contractor from the full requirements of this contract and all associated statements of work and attachments; nor shall it permit the contractor to present to the Government any items that are known or suspected to be substandard merely on the basis of acceptable lot test results or the possibility of acceptable results if tested. The Government reserves the right to conduct varied or additional QA and/or verification tests against any or all requirements of the Contract statement of work and attachments at any time as a condition of acceptance. Testing may be performed at a Government laboratory.

### 1.1.4 Standard Samples

1.1.4.1 Four (4) of each size plate carrier (x-small, small, medium, large and x-large) and four (4) of each size soft armor inserts (x-small, small, medium, large and x-large) shall be delivered to Mr. John Kirejczyk at Natick for final design approval prior to production. Each of these plate carriers will be labeled as Government Standard Sample and will be distributed as follows: One (1) of each size plate carrier system (plate carrier plus soft armor inserts) will remain at Natick, one (1) of each size will be retained by MARCORSYSCOM, two (2) of each size will be sent to Eagle Industries, and one (1) of each size soft armor panel will be sent to BAE Systems along with electronic patterns. The approved plate carrier systems and soft armor panel patterns will be used as the standards for dimensions, quality workmanship, and finished shade and appearance. Unless the Contracting Officer otherwise notifies the contractor in writing, the Government Standard Samples and soft armor panel patterns shall be used by the Contractor and the Government when performing sampling (i.e., Inspection) and acceptance of all plate carriers. The contractor is not authorized to proceed into production until approval to do so is provided in writing by the Contracting Officer.

**1.1.4.2 Modification P00007 – Three (3) of each size plate carrier (x-small, small, medium, large and x-large) produced in Lares, Puerto Rico and four (4) of each size soft armor insert (x-small, small, medium, large and x-large) produced in Jefferson City, Tennessee shall be delivered to Mr. John Kirejczyk at Natick for final design approval prior to production. Each of these plate carriers will be labeled as Government Standard Sample and will be distributed as follows: One (1) of each size plate carrier system (plate carrier plus soft armor inserts) will remain at Natick, one (1) of each size will be retained by MARCORSYSCOM, one (1) of each size will be sent to Eagle Industries, and one (1) of each size soft armor panel will be sent to BAE Systems. The approved plate carrier systems and soft armor panel patterns will be used as the standards for dimensions, quality workmanship, and finished shade and appearance. Unless the Contracting Officer otherwise notifies the contractor in writing, the Government Standard Samples and soft armor panel patterns shall be used by the Contractor and the Government when performing sampling (i.e., Inspection) and acceptance of all plate carriers. The contractor is not authorized to proceed into production until approval to do so is provided in writing by the Contracting Officer.**

## SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

### DELIVERY INFORMATION

Delivery information for CLINs 0016 and 0017 is provided below:

SubCLINs	Quantity	Ship By Date
0016AA	27	NLT 30 Apr 09
0016AB	449	NLT 30 Apr 09
0016AC	1558	NLT 30 Apr 09
0016AD	555	NLT 30 Apr 09
0016AE	53	NLT 30 Apr 09
0017AA	3	NLT 30 Apr 09
0017AB	161	NLT 30 Apr 09
0017AC	90	NLT 30 Apr 09
<b>Delivery Address:</b>	<b>Mark For:</b>	
DODAAC: MMC199	MMC199 TAP 1 <sup>st</sup> Supply Bn	
TMO		
MF TAP 1 <sup>st</sup> Supply BN MMC199		
Bldg. 2262		
Camp Pendleton, CA 92055-5627		
SubCLINs	Quantity	Ship By Date
0016AA	27	NLT 30 Apr 09
0016AB	449	NLT 30 Apr 09
0016AC	1558	NLT 30 Apr 09
0016AD	555	NLT 30 Apr 09
0016AE	53	NLT 30 Apr 09
0017AA	3	NLT 30 Apr 09

0017AB	161	NLT 30 Apr 09
0017AC	<u>90</u>	NLT 30 Apr 09
Total		
<b>Delivery Address:</b>		
<b>Mark For:</b>		
DODAAC: M93135	M93155 STAP 2 <sup>ND</sup> Supply Bn.	
TMO M/F M93135		
STAP 2nd Supply BN M93135		
Bldg. 1317		
Camp LeJeune, NC 28542-5000		
<b>SubCLINs</b>	<b>Quantity</b>	<b>Ship By Date</b>
0016AA	2	NLT 30 Apr 09
0016AB	19	NLT 30 Apr 09
0016AC	65	NLT 30 Apr 09
0016AD	24	NLT 30 Apr 09
0016AE	3	NLT 30 Apr 09
0017AA	1	NLT 30 Apr 09
0017AB	8	NLT 30 Apr 09
0017AC	3	NLT 30 Apr 09
<b>Delivery Address:</b>		
<b>Mark For:</b>		
MTAP07 Attn: MSGT HYSMITH G. W.)		
Special Training Allowance Pool		
Marine Corps MTN Warfare Trng Center		
Bldg 1999 El Dorado PH 760 932 1552		
Bridgeport, CA 93517-5009		

PLACE OF PERFORMANCE

The place of performance for plate carriers produced under modification P00007 is Lares, Puerto Rico.

**SECTION G - CONTRACT ADMINISTRATION DATA**

The following have been modified:

ACCOUNTING DATA

ACCOUNTING AND APPROPRIATION DATA

AA: 178110627A0 310 67854 067443 2D M67854

COST CODE: 8RCHA56516BK

AMOUNT: \$

CIN M6785408RCHA5650001A

CIN M6785408RCHA5650001A

CIN M6785408RCHA5650001A

CIN M6785408RCHA5650001A

CIN M6785408RCHA5650001A

CIN M6785408RCHA5650002A

CIN M6785408RCHA5650002A

CIN M6785408RCHA5650002A

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CIN M6785408RCHA5650006A

CIN M6785408RCHA5650007A

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CIN M6785408RCHA5650007A

CIN M6785408RCHA5650007A

CIN M6785408RCHA5650007A

CIN M6785408RCHA5650008A

CIN M6785408RCHA5650014A

CIN M6785408RCHA5650014A

CIN M6785408RCHA5650014A

AB: 178110627A0 310 67854

COST CODE: 6BK

AMOUNT: \$

CIN M6785408RCSAD640009A

CIN M6785408RCSAD640009A

CIN M6785408RCSAD640009A

CIN M6785408RCSAD640009A

CIN M6785408RCSAD640009A

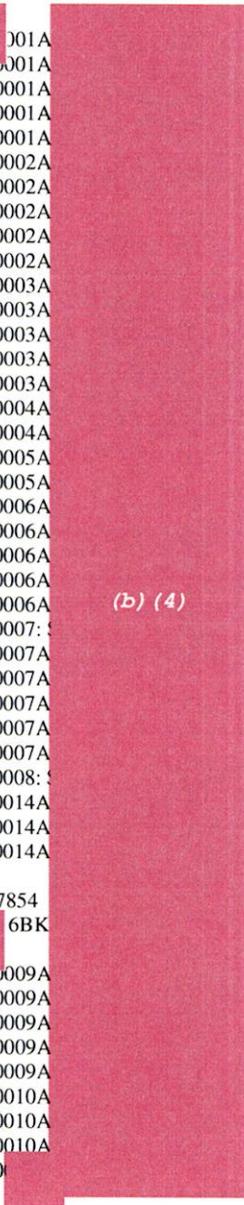
CIN M6785408RCSAD640010A

CIN M6785408RCSAD640010A

CIN M6785408RCSAD640010A

CIN M6785408RCSAD640010A

CIN M6785408RCSAD640010A



AC: 178110627A0 310 67854 067443 2D M67854  
COST CODE: RCKGH1016BK  
AMOU (b) (4)  
CIN M 012AA  
CIN M6785408RCKGH190012AB  
CIN M6785408RCKGH190012AC  
CIN M6785408RCKGH190012AD  
CIN M6785408RCKGH190012AE (b) (4)  
CIN M6785408RCKGH190013A:  
CIN M6785408RCKGH190013AB  
CIN M6785408RCKGH190013AC  
CIN M6785408RCKGH190015: \$

AD: 178110627A0 310 67854 67854  
COST (b) (4) 16BK  
AMOU  
CIN M6785408RCSAM110016AA  
CIN M6785408RCSAM110016AB  
CIN M6785408RCSAM110016AC  
CIN M6785408RCSAM110016AD  
CIN M6785408RCSAM110016AE (b) (4)  
CIN M6785408RCSAM110017AA  
CIN M6785408RCSAM110017AB  
CIN M6785408RCSAM110017AC

## SECTION I - CONTRACT CLAUSES

The following have been added by full text:

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

(a) The Contractor shall deliver the required number of soft armor shootpacks within 30 calendar days from the date of this contract to the Government at an approved NIJ certified ballistic test laboratory for first article tests in accordance with FQ/PD 07-05B. 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 10 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.

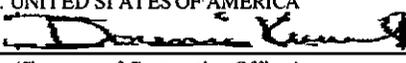
(j) The Contractor shall produce both the first article and the production quantity at the same facility.  
(End of clause)

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

The following have been modified:

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
1	Purchase Description, Body Armor, Multiple Threat/Interceptor, <u>Improved Outer Tactical Vest FQ/PD 07-05B</u> <u>dated 12 October 2007</u>	56

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	12
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 29-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CT03LD 2200 LESTER STREET QUANTICO VA 22134-6060		CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1623 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, INC. 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009		
				X 10B. DATED (SEE ITEM 13) 07-Feb-2008		
CODE 0D1Z5		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos084598 The purpose of this modification is to: 1.) purchase an additional 5,397 plate carriers and 520 cummerbunds; and, 2.) update Sections B, E, F and G accordingly.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 29-Sep-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,270,319.75 from \$5,041,447.90 to \$7,311,767.65.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0016 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	PLATE CARRIERS W/ SOFT ARMOR FFP FOB: Destination PURCHASE REQUEST NUMBER: M6785408RCSAM11		Each	\$0.00	\$0.00
NET AMT					\$0.00

SUBCLIN 0016AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AA	PLATE CARRIERS W/ SOFT ARMOR -XSMALL FFP PCG-W/C-MCXS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAM11	56	Each	(b) (4)	(b) (4)
NET AMT					(b) (4)

ACRN AD  
CIN: M6785408RCSAM110016AA

SUBCLIN 0016AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AB	PLATE CARRIERS W/ SOFT ARMOR -SMALL FFP PCG-W/C-MCS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAM11	917	Each	(b) (4)	(b) (4)

ACRN AD  
CIN: M6785408RCSAM110016AB

NET AMT

(b) (4)

SUBCLIN 0016AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AC	PLATE CARRIERS W/ SOFT ARMOR -MEDIUM FFP PCG-W/C-MCM-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAM11	3,181	Each	(b) (4)	(b) (4)

ACRN AD  
CIN: M6785408RCSAM110016AC

NET AMT

(b) (4)

SUBCLIN 0016AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AD	PLATE CARRIERS W/ SOFT ARMOR -LARGE FFP PCG-W/C-MCL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAM11	1,134	Each	(b) (4)	(b) (4)

ACRN AD  
CIN: M6785408RCSAM110016AD

NET AMT

(b) (4)

SUBCLIN 0016AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AE	PLATE CARRIERS W/ SOFT ARMOR -XLARGE FFP PCG-W/C-MCXL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAM11	109	Each	(b) (4)	(b) (4)

ACRN AD  
CIN: M6785408RCSAM110016AE

NET AMT

(b) (4)

CLIN 0017 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	CUMMERBUNDS FFP FOB: Destination				\$0.00

NET AMT

\$0.00

SUBCLIN 0017AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0017AA	CUMMERBUNDS-XS FFP PCG-C-MCXS-C-MS-COY FOB: Destination MILSTRIP: M6785408RCSAM11	7	Each

(b) (4)

---

NET AMT

(b) (4)

ACRN AD  
CIN: M6785408RCSAM110017AA

SUBCLIN 0017AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0017AB	CUMMERBUNDS-SM/MD FFP PCG-C-MCS/M-C-MS-COY FOB: Destination MILSTRIP: M6785408RCSAM11	330	Each

UNIT PRICE

AMOUNT

(b) (4)

---

NET AMT

(b) (4)

ACRN AD  
CIN: M6785408RCSAM110017AB

SUBCLIN 0017AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017AC	CUMMERBUNDS-LG/XL FFP PCG-C-MCL/XL-C-MS-COY FOB: Destination MILSTRIP: M6785408RCSAM11	183	Each	(b) (4)	(b) (4)

NET AMT

ACRN AD  
CIN: M6785408RCSAM110017AC

(b) (4)

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for CLIN 0016:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0016AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0016AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0016AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0016AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0016AE:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0017:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0017AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0017AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0017AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

## SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

### DELIVERY INFORMATION

Delivery information for CLINs 0016 and 0017 is provided below:

SubCLINs	Quantity	Ship By Date
0016AA	27	NLT 30 Apr 08
0016AB	449	NLT 30 Apr 08
0016AC	1558	NLT 30 Apr 08
0016AD	555	NLT 30 Apr 08
0016AE	53	NLT 30 Apr 08
0017AA	3	NLT 30 Apr 08
0017AB	161	NLT 30 Apr 08
0017AC	5	NLT 30 Apr 08
<b>Delivery Address:</b>	<b>Mark For:</b>	
DODAAC: MMC199	MMC199 TAP 1 <sup>st</sup> Supply Bn	
TMO		
MF TAP 1 <sup>st</sup> Supply BN MMC199		
Bldg. 2262		
Camp Pendleton, CA 92055-5627		
SubCLINs	Quantity	Ship By Date
0016AA	27	NLT 30 Apr 08
0016AB	449	NLT 30 Apr 08
0016AC	1558	NLT 30 Apr 08
0016AD	555	NLT 30 Apr 08
0016AE	53	NLT 30 Apr 08
0017AA	3	NLT 30 Apr 08
0017AB	161	NLT 30 Apr 08

0017AC	5	NLT 30 Apr 08
Total		
<b>Delivery Address:</b>		
<b>Mark For:</b>		
DODAAC: M93135	M93155 STAP 2 <sup>ND</sup> Supply Bn.	
TMO M/F M93135		
STAP 2nd Supply BN M93135		
Bldg. 1317		
Camp LeJeune, NC 28542-5000		
<b>SubCLINs</b>		
<b>Quantity</b>		
<b>Ship By Date</b>		
0016AA	2	NLT 30 Apr 08
0016AB	19	NLT 30 Apr 08
0016AC	65	NLT 30 Apr 08
0016AD	24	NLT 30 Apr 08
0016AE	3	NLT 30 Apr 08
0017AA	1	NLT 30 Apr 08
0017AB	8	NLT 30 Apr 08
0017AC	3	NLT 30 Apr 08
<b>Delivery Address:</b>		
<b>Mark For:</b>		
MTAP07 Attn: MSGT HYSMITH G. W.)		
Special Training Allowance Pool		
Marine Corps MTN Warfare Trng Center		
Bldg 1999 El Dorado PH 760 932 1552		
Bridgeport, CA 93517-5009		

**SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$ (b) (4) from \$ (b) (4)

SUBCLIN 0016AA:

Funding on SUBCLIN 0016AA is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110016AA

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: (b) (4)

Total: (b) (4)

Cost Code: 8RCSAM1116BK

SUBCLIN 0016AB:

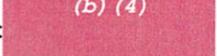
Funding on SUBCLIN 0016AB is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110016AB

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: 

Total: 

Cost Code: 8RCSAM1116BK

SUBCLIN 0016AC:

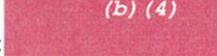
Funding on SUBCLIN 0016AC is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110016AC

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: 

Total: 

Cost Code: 8RCSAM1116BK

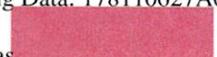
SUBCLIN 0016AD:

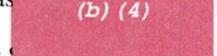
Funding on SUBCLIN 0016AD is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110016AD

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: 

Total: 

Cost Code: 8RCSAM1116BK

SUBCLIN 0016AE:

Funding on SUBCLIN 0016AE is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110016AE

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc

(b) (4)

Tot

Cost Code: 8RCSAM1116BK

SUBCLIN 0017AA:

Funding on SUBCLIN 0017AA is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110017AA

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increa

(b) (4)

Total:

Cost Code: 8RCSAM1116BK

SUBCLIN 0017AB:

Funding on SUBCLIN 0017AB is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110017AB

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increa

(b) (4)

Total:

Cost Code: 8RCSAM1116BK

SUBCLIN 0017AC:

Funding on SUBCLIN 0017AC is initiated as follows:

ACRN: AD

CIN: M6785408RCSAM110017AC

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc

(b) (4)

Tot

Cost Code: 8RCSAM1116BK

The following have been modified:

### **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 Mr. Mike Berry and he can be reached at 703-432-3251 and by e-mail at [michael.s.berry@usmc.mil](mailto:michael.s.berry@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: **M6785408C3009**

Cage Code/Ext : **0D1Z5**

Pay DoDAAC: **HQ0339**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1403A**

Ship To Code/Ext: **To Be Identified**

Ship From Code/Ext: **0D1Z5**

LPO DoDAAC **"Leave Blank"**

Service Acceptor Code(s): **S1403A** for CLINs 0001, 0002, 0003, 0009, 0010, 0012, 0013, 0014, 0016 and 0017.

**M67854** for CLINs 0004, 0005, 0006, 0007, 0008, 0011 and 0015.

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

B/L: **Include Shipment Tracking Information**

**\*\*\*\*The contractor shall send a notification email to Mr. Mike Berry at [michael.s.berry@usmc.mil](mailto:michael.s.berry@usmc.mil) when invoices are loaded to WAWF\*\*\*\***

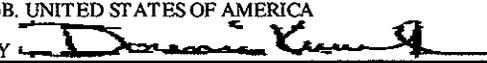
In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) 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)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. F00006	3. EFFECTIVE DATE 24-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)		
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTQ3LD 2200 LESTER STREET QUANTICO VA 22134-6060	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE	S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, INC. 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009	
				X	10B. DATED (SEE ITEM 13) 07-Feb-2008	
CODE 0D1Z5	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos084538 The purpose of this modification is to deobligate excess funding on CLIN 0011 and CLIN 0015.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 24-Sep-2008		
(Signature of person authorized to sign)						

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$

(b) (4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0011

The pricing detail quantity has decreased by  
The total cost of this line item has decreased by

(b) (4)

CLIN 0015

The pricing detail quantity has decreased by  
The total cost of this line item has decreased by

(b) (4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$

(b) (4)

CLIN 0011:

AB: 178110627A0 310 67854 067443 2D M67854 8RCSAD6416BK (CIN M6785408RCSAD640011)  
was decreased by \$

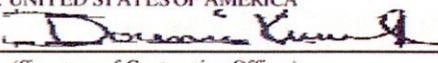
(b) (4)

CLIN 0015:

AC: 178110627A0 310 67854 067443 2D M67854 8RCKGH190015) was decreased by \$

(b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   16
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 22-Jul-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTG3LD 2200 LESTER STREET QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED 400 BILTMORE DR STE 530 FENTON MO 63026-4652				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009	
				X 10B. DATED (SEE ITEM 13) 07-Feb-2008	
CODE 0D1Z5		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos083518 The purpose of this modification is to: 1.) purchase an additional 732 plate carriers, 43 cummerbunds and provide for associated freight costs; 2.) update Sections B, E, F and G accordingly; 3.) revise the delivery instructions for SubCLINs 0004AA and 0004AB; and, 4.) update the delivery schedule in Section J.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 25-Jul-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$

(b) (4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	PLATE CARRIERS W/ SOFT ARMOR FFP FOB: Destination MILSTRIP: M6785408RCKGH19 PURCHASE REQUEST NUMBER: M6785408RCKGH19		Each	\$0.00	\$0.00
NET AMT					\$0.00

SUBCLIN 0012AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	PLATE CARRIERS W/ SOFT ARMOR -XSMALL FFP PCG-W/C-MCXS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCKGH19	7	Each	(b) (4)	(b) (4)
NET AMT					(b) (4)
ACRN AC					
CIN: M6785408RCKGH190012AA					

SUBCLIN 0012AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0012AB	PLATE CARRIERS W/ SOFT ARMOR-SMALL FFP PCG-W/C-MCS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCKGH19	114	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

NET AMT

ACRN AC  
CIN: M6785408RCKGH190012AB

(b) (4)

SUBCLIN 0012AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0012AC	PLATE CARRIERS W/ SOFT ARMOR-MEDIUM FFP PCG-W/C-MCM-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCKGH19	453	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

NET AMT

ACRN AC  
CIN: M6785408RCKGH190012AC

(b) (4)

SUBCLIN 0012AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0012AD		140	Each
	PLATE CARRIERS W/ SOFT ARMOR-LARGE		
	FFP		
	PCG-W/C-MCL-MS-5SCOY		
	FOB: Destination		
	MILSTRIP: M6785408RCKGH19		

(b) (4)

NET AMT

(b) (4)

ACRN AC  
CIN: M6785408RCKGH190012AD

SUBCLIN 0012AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0012AE		14	Each
	PLATE CARRIERS W/ SOFT ARMOR-XLARGE		
	FFP		
	PCG-W/C-MCXL-MS-5SCOY		
	FOB: Destination		
	MILSTRIP: M6785408RCKGH19		

(b) (4)

NET AMT

(b) (4)

ACRN AC  
CIN: M6785408RCKGH190012AE

CLIN 0013 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013					\$0.00
	CUMMERBUNDS				
	FFP				
	FOB: Destination				

NET AMT

\$0.00

SUBCLIN 0013AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA	CUMMERBUNDS-XS FFP PCG-C-MCXS -C-MS-COY FOB: Destination MILSTRIP: M6785408RCKGH19	1	Each	(b) (4)	(b) (4)

---

NET AMT (b) (4)

ACRN AC  
CIN: M6785408RCKGH190013A

SUBCLIN 0013AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AB	CUMMERBUNDS-SM/MD FFP PCG-C-MCS/M- C-MS-COY FOB: Destination MILSTRIP: M6785408RCKGH19	31	Each	(b) (4)	(b) (4)

---

NET AMT (b) (4)

ACRN AC  
CIN: M6785408RCKGH190013AB

SUBCLIN 0013AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AC	CUMMERBUNDS-LG/XL FFP PCG-C-MCL/XL- C-MS-COY FOB: Destination MILSTRIP: M6785408RCKGH19	10	Each	(b) (4)	(b) (4)

---

NET AMT (b) (4)

ACRN AC  
CIN: M6785408RCKGH190013AC

CLIN 0014 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	PLATE CARRIERS WITH SOFT ARMOR FFP FOB: Destination				\$0.00

---

NET AMT \$0.00

SUBCLIN 0014AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0014AA	PLATE CARRIERS W/ SOFT ARMOR-XSMALL FFP PCG-W/C-MCXS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	2	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

---

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650014AA

SUBCLIN 0014AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0014AB	PLATE CARRIERS W/ SOFT ARMOR-MEDIUM FFP PCG-W/C-MCM-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	1	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

---

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650014AB

SUBCLIN 0014AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0014AC	PLATE CARRIERS W/ SOFT ARMOR-LARGE FFP PCG-W/C-MCL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	1	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

---

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650014AC

CLIN 0015 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0015	ADDITIONAL FREIGHT FFP FOB: Destination MILSTRIP: M6785408RCKGH19	8.500	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

---

NET AMT

(b) (4)

ACRN AC  
CIN: M6785408RCKGH190015

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for CLIN 0012:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0012AA:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0012AB:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0012AC:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0012AD:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0012AE:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for CLIN 0013:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0013AA:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0013AB:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0013AC:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0014:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0014AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0014AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0014AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0015:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

## SECTION F - DELIVERIES OR PERFORMANCE

### DELIVERY INFORMATION

The delivery information for SLINs 0004AA and 0004AB is revised as follows:

Item	Quantity	Ship By Date
0004AA -Soft Armor Panel Sets-SM/MD	1,320	1 Aug 08
0004AB - SM Plate Carrier - LG/XL	1,650	1 Aug 08
<b>Total</b>	<b>2,970</b>	
<b>Delivery Address</b>	<b>Marking:</b>	
Protective Products International	GFE in support of M67854-07-D-3065	
Attn: Alex Cejas		
1655 NW 136 <sup>th</sup> Avenue		
Sunrise, FL 33323		

**SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$ (b) (4)  
from \$ (b) (4)

SUBCLIN 0012AA:

Funding on SUBCLIN 0012AA is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190012AA

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: (b) (4)

Total:

Cost Code: 8RCKGH1916BK

SUBCLIN 0012AB:

Funding on SUBCLIN 0012AB is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190012AB

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: (b) (4)

Total:

Cost Code: 8RCKGH1916BK

SUBCLIN 0012AC:

Funding on SUBCLIN 0012AC is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190012AC

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: (b) (4)

Total: \$

Cost Code: 8RCKGH1916BK

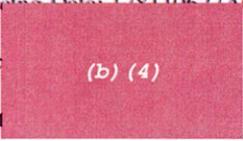
SUBCLIN 0012AD:

Funding on SUBCLIN 0012AD is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190012AD

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Incr  (b) (4)

Total

Cost Code: 8RCKGH1916BK

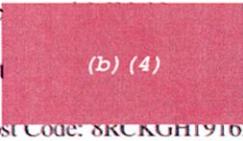
SUBCLIN 0012AE:

Funding on SUBCLIN 0012AE is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190012AE

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Incr  (b) (4)

Total

Cost Code: 8RCKGH1916BK

SUBCLIN 0013AA:

Funding on SUBCLIN 0013AA is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190013A

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Incr  (b) (4)

Total

Cost Code: 8RCKGH1916BK

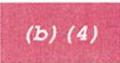
SUBCLIN 0013AB:

Funding on SUBCLIN 0013AB is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190013AB

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase:  (b) (4)

Total: [REDACTED]  
Cost Code: 8RCKGH1916BK

SUBCLIN 0013AC:  
Funding on SUBCLIN 0013AC is initiated as follows:

ACRN: AC  
CIN: M6785408RCKGH190013AC  
Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: [REDACTED]  
Total: [REDACTED] (b) (4)  
Cost Code: 8RCKGH1916BK

SUBCLIN 0014AA:  
Funding on SUBCLIN 0014AA is initiated as follows:

ACRN: AA  
CIN: M6785408RCHA5650014AA  
Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: [REDACTED]  
Total: [REDACTED] (b) (4)  
Cost Code: 8RCHA56516BK

SUBCLIN 0014AB:  
Funding on SUBCLIN 0014AB is initiated as follows:

ACRN: AA  
CIN: M6785408RCHA5650014AB  
Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: [REDACTED]  
Total: [REDACTED] (b) (4)  
Cost Code: 8RCHA56516BK

SUBCLIN 0014AC:  
Funding on SUBCLIN 0014AC is initiated as follows:

ACRN: AA

CIN: M6785408RCHA5650014AC

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc

(b) (4)

Tot

Cost Code: 8RCHA56516BK

CLIN 0015:

Funding on CLIN 0015 is initiated as follows:

ACRN: AC

CIN: M6785408RCKGH190015

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc

(b) (4)

Tot

Cost Code: 8RCKGH1916BK

The following have been modified:

### **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 Mr. Mike Berry and he can be reached at 703-432-3251 and by e-mail at [michael.s.berry@usmc.mil](mailto:michael.s.berry@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: **M6785408C3009**

Cage Code/Ext : **0D1Z5**

Pay DoDAAC: **HQ0339**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1403A**

Ship To Code/Ext: **To Be Identified**

Ship From Code/Ext: **0D1Z5**

LPO DoDAAC "**Leave Blank**"

Service Acceptor Code(s): **S1403A** for CLINs 0001, 0002, 0003, 0009, 0010, 0012, 0013 and 0014.

**M67854** for CLINs 0004, 0005, 0006, 0007, 0008, 0011 and 0015.

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

B/L: **Include Shipment Tracking Information**

**\*\*\*\*The contractor shall send a notification email to Mr. Mike Berry at [michael.s.berry@usmc.mil](mailto:michael.s.berry@usmc.mil) when invoices are loaded to WAWF\*\*\*\***

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

The following have been modified:

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
10	Delivery Schedule for CLINs 0001, 0002, 0003, 0009 and 0010 0012, 0013 and 0014	4

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	13
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 22-May-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDING GENERAL MARCORSSYSCOM CTQ3LD 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED 400 BILTMORE DR STE 530 FENTON MO 63026-4652				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009		
				X 10B. DATED (SEE ITEM 13) 07-Feb-2008		
CODE 0D1Z5		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos082817 The purpose of this modification is to: 1.) purchase an additional 6,517 plate carriers (CLIN 0009), and 831 cummerbunds (CLIN 0010) and provide for associated freight costs (CLIN 0011), 2.) update Sections B, D, F and G accordingly; and 3.) Modify Section J to include Eagle's Commercial Subcontracting Plan as Attachment 9 and a delivery schedule for CLINs 0001, 0002, 0003, 0009 and 0010 as Attachment 10.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 22-May-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,765,030.67 from \$1,998,449.29 to \$4,763,479.96.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	PLATE CARRIERS W/ SOFT ARMOR FFP FOB: Destination PURCHASE REQUEST NUMBER: M6785408RCSAD64		Each	\$0.00	
NET AMT					\$0.00

SUBCLIN 0009AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	PLATE CARRIERS W/ SOFT ARMOR - XSMALL FFP PCG-W/C-MCXS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAD64	74	Each	(b) (4)	(b) (4)
NET AMT					(b) (4)
ACRN AB CIN: M6785408RCSAD640009AA					

SUBCLIN 0009AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0009AB		1,110	Each
	PLATE CARRIERS W/ SOFT ARMOR - SMALL FFP PCG-W/C-MCS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAD64		

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

ACRN AB  
CIN: M6785408RCSAD640009AB

NET AMT

(b) (4)

SUBCLIN 0009AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0009AC		3,827	Each
	PLATE CARRIERS W/ SOFT ARMOR - MEDIUM FFP PCG-W/C-MCM-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAD64		

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

ACRN AB  
CIN: M6785408RCSAD640009AC

NET AMT

(b) (4)

SUBCLIN 0009AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD	PLATE CARRIERS W/ SOFT ARMOR - LARGE FFP PCG-W/C-MCL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAD64	1,367	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AB  
CIN: M6785408RCSAD640009AD

SUBCLIN 0009AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AE	PLATE CARRIERS W/ SOFT ARMOR - XLARGE FFP PCG-W/C-MCXL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCSAD64	139	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AB  
CIN: M6785408RCSAD640009AE

CLIN 0010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CUMMERBUNDS FFP FOB: Destination				

NET AMT

\$0.00

SUBCLIN 0010AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0010AA	CUMMERBUNDS - XS FFP PCG-C-MCXS -C-MS-COY FOB: Destination MILSTRIP: M6785408RCSAD64	21	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

---

NET AMT

(b) (4)

ACRN AB  
CIN: M6785408RCSAD640010AA

SUBCLIN 0010AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0010AB	CUMMERBUNDS - SM/MD FFP PCG-C-MCS/M- C-MS-COY FOB: Destination MILSTRIP: M6785408RCSAD64	611	Each

UNIT PRICE	AMOUNT
(b) (4)	(b) (4)

---

NET AMT

(b) (4)

ACRN AB  
CIN: M6785408RCSAD640010AB

SUBCLIN 0010AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	CUMMERBUNDS - LG/XL FFP PCG-C-MCL/XL- C-MS-COY FOB: Destination MILSTRIP: M6785408RCSAD64	199	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AB  
CIN: M6785408RCSAD640010AC

CLIN 0011 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	ADDITIONAL FREIGHT FFP FOB: Destination MILSTRIP: M6785408RCSAD64	75,000	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AB  
CIN: M6785408RCSAD640011

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for CLIN 0009:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0009AA:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0009AB:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0009AC:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0009AD:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0009AE:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for CLIN 0010:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0010AA:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0010AB:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 0010AC:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspection Schedule was added for CLIN 0011:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

**SECTION F - DELIVERIES OR PERFORMANCE**

Attachment J.10 has been added to provide delivery information for CLINs 0001, 0002, 0003, 0009 and 0010.

**SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$ (b) (4)  
from \$ (b) (4)

SUBCLIN 0009AA:

Funding on SUBCLIN 0009AA is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640009AA

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: (b) (4)

Total: \$

Cost Code: 8RCSAD6416BK

SUBCLIN 0009AB:

Funding on SUBCLIN 0009AB is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640009AB

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increase: (b) (4)

Total:

Cost Code: 8RCSAD6416BK

SUBCLIN 0009AC:

Funding on SUBCLIN 0009AC is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640009AC

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increa

(b) (4)

Total:

Cost Code: 8RCSAD6416BK

SUBCLIN 0009AD:

Funding on SUBCLIN 0009AD is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640009AD

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Increa

(b) (4)

Total:

Cost Code: 8RCSAD6416BK

SUBCLIN 0009AE:

Funding on SUBCLIN 0009AE is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640009AE

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc

(b) (4)

Tot

Cost Code: 8RCSAD6416BK

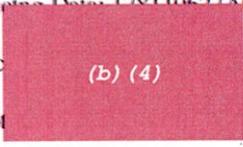
SUBCLIN 0010AA:

Funding on SUBCLIN 0010AA is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640010AA

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc  (b) (4)

Tot

Cost Code: 8RCSAD6416BK

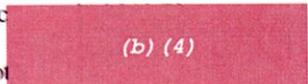
SUBCLIN 0010AB:

Funding on SUBCLIN 0010AB is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640010AB

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc  (b) (4)

Tot

Cost Code: 8RCSAD6416BK

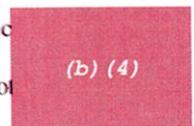
SUBCLIN 0010AC:

Funding on SUBCLIN 0010AC is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640010AC

Acctng Data: 178110627A0 310 67854 067443 2D M67854

Inc  (b) (4)

Tot

Cost Code: 8RCSAD6416BK

CLIN 0011:

Funding on CLIN 0011 is initiated as follows:

ACRN: AB

CIN: M6785408RCSAD640011

Acctg Data: 178110627A0 310 67854 067443 2D M67854

Increa

(b) (4)

Total:

Cost Code: 8RCSAD6416BK

The following have been modified:

### 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 Mr. Mike Berry and he can be reached at 703-432-3251 and by e-mail at [michael.s.berry@usmc.mil](mailto:michael.s.berry@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: **M6785408C3009**

Cage Code/Ext: **0D1Z5**

Pay DoDAAC: **HQ0339**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1403A**

Ship To Code/Ext: **To Be Identified**

Ship From Code/Ext: **0D1Z5**

LPO DoDAAC: **"Leave Blank"**

Service Acceptor Code(s): **S1403A** for CLINs 0001, 0002 and 0003, 0009 and 0010. **M67854** for CLINs 0004, 0005, 0006, 0007, 0008 and 0011.

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

B/L: **Include Shipment Tracking Information**

**\*\*\*\*The contractor shall send a notification email to Mr. Mike Berry at [michael.s.berry@usmc.mil](mailto:michael.s.berry@usmc.mil) when invoices are loaded to WAWF\*\*\*\***

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.

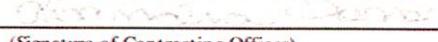
(End of clause)

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

The following attachments have been added:

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
9	Commercial Subcontracting Plan	5
10	Delivery Schedule for CLINs 0001, 0002, 0003, 0009 and 0010	3

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	5
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 01-May-2008	4. REQUISITION/PURCHASE REQ. NO. M6785408RCHA565		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTQ3LD 2200 LESTER STREET QUANTICO VA 22134-6050		CODE: M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE: S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED 400 BILTMORE DR STE 530 FENTON MO 63026-4652				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009		
				X 10B. DATED (SEE ITEM 13) 07-Feb-2008		
CODE 0D1Z5		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos082619 The purpose of this modification is to modify the delivery instructions:						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISANDRA TORRES / CONTRACT SPECIALIST TEL: (703) 432-3265 EMAIL: lisandra.torres@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY  (Signature of Contracting Officer)		16C. DATE SIGNED 01-May-2008	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$0.00 from \$1,998,449.29 to \$1,998,449.29.

## SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

DELIVERY INFORMATION

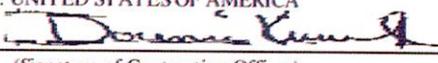
Item	Quantity	Ship By Date
0001AA -XS Plate Carriers PCG-W/C-MCXS-MS-5SCOY	15	4/28/2008
0001AB -SM Plate Carriers PCG-W/C-MCS-MS-5SCOY	262	4/28/2008
0001AC - MD Plate Carriers PCG-W/C-MCM-MS-5SCOY	910	4/28/2008
0001AD - LG Plate Carriers PCG-W/C-MCL-MS-5SCOY	324	4/28/2008
0001AE - XL Plate Carriers PCG-W/C-MCXL-MS-5SCOY	31	4/28/2008
<b>Total</b>	<b>1542</b>	
<b>Delivery Address</b>		
<b>Mark For</b>		
FB4484 305 LRS LGS	CO 24TH MEU CE FWD	
CP 609 724 4022	USMC DODAAC M94481	
1757 VANDENBERG AVE	NATL SUPPORT ELEMENT-NDS-EMPTY LOT	
MC GUIRE AFB NJ 08641-5528	KANDAHAR APRT KDH AF 09355-0000	
FFT Ultimate Cosignee M94481	POC: MAJ CARPENTER, 318-841-2080	
<b>Item</b>		
<b>Quantity</b>		
<b>Ship By Date</b>		
0002AA - XS Plate Carriers PCG-W/C-MCXS-MS-5SCOY	11	5/1/2008
0002AB - SM Plate Carriers PCG-W/C-MCS-MS-5SCOY	187	5/1/2008
0002AC - MD Plate Carriers PCG-W/C-MCM-MS-5SCOY	649	5/1/2008
0002AD - LG Plate Carriers PCG-W/C-MCL-MS-5SCOY	231	5/1/2008
0002AE - XL Plate Carriers PCG-W/C-MCXL-MS-5SCOY	22	5/1/2008
<b>Total</b>	<b>1100</b>	

Delivery Address	Mark For	
FB4484 305 LRS LGS	CO 2NDBN 7THMAR FWD	
CP 609 724 4022	USMC DODAAC M94480	
1757 VANDENBERG AVE	NATL SUPPORT ELEMENT-NDS-EMPTY LOT	
MC GUIRE AFB NJ 08641-5528	KANDAHAR APRT KDH AF 09355-0000	
FFT Ultimate Cosignee M94480	POC: CAPT VINCENT 2/7 S-4 / MAJ CARPENTER, 24MEU S-4, 318-841-2080	
Item	Quantity	Ship By Date
0003AA - XS Plate Carriers PCG-W/C-MCXS-MS-5SCOY	7	5/8/2008
0003AB - SM Plate Carriers PCG-W/C-MCS-MS-5SCOY	110	5/8/2008
0003AC - MD Plate Carriers PCG-W/C-MCM-MS-5SCOY	381	5/8/2008
0003AD - LG Plate Carriers PCG-W/C-MCL-MS-5SCOY	133	5/8/2008
0003AE - XL Plate Carriers PCG-W/C-MCXL-MS-5SCOY	7	5/8/2008
<b>Total</b>	<b>638</b>	
Delivery Address	Mark For	
XU DEF DIST DEPOT San Joaquin	TRAFFIC MANAGEMENT OFFICE	
CCP Warehouse 30	MF COMMANDING OFFICER 31MEU (M20175)	
25600 South Chrisman Road	BLDG 2449 CAMP HANSEN 623 7375	
Tracy, CA 95304-5000	OKINAWA JAPAN	
FFT Ultimate Cosignee MMRFFA		
Item	Quantity	Ship By Date
0003AB - SM Plate Carriers PCG-W/C-MCS-MS-5SCOY	2	5/8/2008
0003AC - MD Plate Carriers PCG-W/C-MCM-MS-5SCOY	7	5/8/2008
0003AD - LG Plate Carriers PCG-W/C-MCL-MS-5SCOY	5	5/8/2008
0003AE - XL Plate Carriers PCG-W/C-MCXL-MS-5SCOY	6	5/8/2008
<b>Total</b>	<b>20</b>	
Delivery Address		
DODAAC: M67854		
SUPPLY OFFICER (ATTN: Maj Lara)		
MARINE CORPS SYSTEMS COMMAND		
2201A WILLIS ST		
QUANTICO, VA 22134-6050		

Item	Quantity	Ship By Date
0004AA - Soft Armor Panel Sets-SM/MD	1,320	To Be Determined
0004AB - SM Plate Carrier - LG/XL	1,650	To Be Determined
<b>Total</b>	<b>2,970</b>	
<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		
Item	Quantity	Ship By Date
0005AA - 1 <sup>st</sup> Iteration Soft Armor Samples - SM/MD	3	No Later Than 4/25/2008
0005AB - 2 <sup>nd</sup> Iteration Soft Armor Samples - LG/XL	3	No Later Than 4/25/2008
<b>Total</b>	<b>6</b>	
<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		
Item	Quantity	Ship To Date
0006AA - 2 <sup>nd</sup> Iteration Soft Armor Samples - XS	4	No Later Than 4/25/2008
0006AB - 2 <sup>nd</sup> Iteration Soft Armor Samples - SM	4	No Later Than 4/25/2008
0006AC - 2 <sup>nd</sup> Iteration Soft Armor Samples - MD	4	No Later Than 4/25/2008
0006AD - 2 <sup>nd</sup> Iteration Soft Armor Samples - LG	4	No Later Than 4/25/2008
0006AE - 2 <sup>nd</sup> Iteration Soft Armor Samples -XL	4	No Later Than 4/25/2008
<b>Total</b>	<b>20</b>	

<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		
<b>Item</b>	<b>Quantity</b>	<b>Ship To Date</b>
0007AA - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AB - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AC - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AD - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AE - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
<b>Total</b>	<b>20</b>	
<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   28
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 24-Apr-2008	4. REQUISITION/PURCHASE REQ. NO. M6785408RCHA565		5. PROJECT NO.(If applicable)
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTQ3LD 2200 LESTER STREET QUANTICO VA 22134-6050		CODE: M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE: S1403A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED 400 BILTMORE DR STE 530 FENTON MO 63026-4652				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009	
				X 10B. DATED (SEE ITEM 13) 07-Feb-2008	
CODE 0D1Z5		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions - Commercial Items					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos082490 The purpose of this modification is to: 1.) Update Section B to defintize the requirement for 3,300 plate carries in (5) sizes (CLINs 0001, 0002 and 0003), 1,320 SM/MD soft armor panel sets and 1,650 LG/XL sets (CLIN 0004), twenty-six (26) soft armor samples (CLINs 0005 and 0006), twenty (20) standard sample plate carriers (CLIN 0007, and add CLIN 0008 for freight; 3.) Revise Section D to reference General Vendor Shipping Instructions; 4.) Revise Section E to include inspection and acceptance information for all CLINs/SubCLINs; 5.) Revise Section F to include delivery information for all CLINs/SubCLINs; 6.) revise Section G to update funding information, provide WAWF guidance for new CLINs/SubCLINs, and provide guidance on invoicing for freight costs; 6.) update Section H to include a warranty clause; and, 7.) update Section J to include Attachment J. 8 - General Vendor Shipping Instructions					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 28-Apr-2008

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$1,509.11 from \$1,999,958.40 to \$1,998,449.29.

The following have been modified:

SECTION B - SUPPLIES OR SERVICES AND PRICES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PLATE CARRIERS W/ SOFT ARMOR FFP DELIVER TO MCGUIRE AFB, NJ FOB: Destination PURCHASE REQUEST NUMBER: M6785408RCHA565		Each		
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	PLATE CARRIERS W/ SOFT ARMOR - X-SMALL FFP PCG-W/C-MCXS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	15	Each	(b) (4)	
				NET AMT	(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AA

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0001AB PLATE CARRIERS W/ SOFT ARMOR - SMALL 262 Each  
FFP  
PCG-W/C-MCS-MS-5SCOY  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE AMOUNT  
(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AB

NET AMT

(b) (4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0001AC PLATE CARRIERS W/ SOFT ARMOR -MEDIUM 910 Each  
FFP  
PCG-W/C-MCM-MS-5SCOY  
FOB: Destination  
MILSTRIP: M6785408RCHA565

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AC

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	PLATE CARRIERS W/ SOFT ARMOR - LARGE FFP PCG-W/C-MCL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	324	Each	(b) (4)	(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AD

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	PLATE CARRIERS W/ SOFT ARMOR - XLARGE FFP PCG-W/C-MCXL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	31	Each	(b) (4)	(b) (4)

ACRN AA  
CIN: M6785408RCHA5650001AE

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PLATE CARRIERS W/ SOFT ARMOR FFP DELIVER TO MCGUIRE AFB, NJ FOB: Destination		Each	\$0.00	
					<hr/>
NET AMT					\$0.00
ACRN AA					\$0.00
CIN: M6785408RCHA5650001AG					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	PLATE CARRIERS W/ SOFT ARMOR - XSMALL FFP PCG-W/C-MCXS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	11	Each	(b) (4)	
					<hr/>
NET AMT					(b) (4)
ACRN AA					
CIN: M6785408RCHA5650002AA					

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0002AB 187 Each  
PLATE CARRIERS W/ SOFT ARMOR - SMALL  
FFP  
PCG-W/C-MCS-MS-5SCOY  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE AMOUNT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AB

NET AMT

(b) (4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0002AC 649 Each  
PLATE CARRIERS W/ SOFT ARMOR -MEDIUM  
FFP  
PCG-W/C-MCM-MS-5SCOY  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE AMOUNT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AC

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	PLATE CARRIERS W/ SOFT ARMOR -LARGE FFP PCG-W/C-MCL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	231	Each	(b) (4)	(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AD

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	PLATE CARRIERS W/ SOFT ARMOR -XLARGE FFP PCG-W/C-MCXL-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	22	Each	(b) (4)	(b) (4)

ACRN AA  
CIN: M6785408RCHA5650002AE

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PLATE CARRIERS W/ SOFT ARMOR FFP DELIVER TO CAMP HANSEN, OKINAWA, JP FOB: Destination		Each		

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0003AA	PLATE CARRIERS W/ SOFT ARMOR - XSMALL FFP PCG-W/C-MCXS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	7	Each

(b) (4)

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NET AMT

ACRN AA  
CIN: M6785408RCHA5650003AA

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0003AB	PLATE CARRIERS W/ SOFT ARMOR - SMALL FFP PCG-W/C-MCS-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	112	Each

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650003AB

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0003AC	PLATE CARRIERS W/ SOFT ARMOR - MEDIUM FFP PCG-W/C-MCM-MS-5SCOY FOB: Destination MILSTRIP: M6785408RCHA565	388	Each

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650003AC

NET AMT

(b) (4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0003AD PLATE CARRIERS W/ SOFT ARMOR - LARGE 138 Each  
FFP  
PCG-W/C-MCL-MS-5SCOY  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE

AMOUNT

(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650003AD

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0003AE PLATE CARRIERS W/ SOFT ARMOR - XLARGE 13 Each  
FFP  
PCG-W/C-MCXL-MS-5SCOY  
FOB: Destination  
MILSTRIP: M6785408RCHA565

(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650003AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Soft Armor Panel Sets FFP One front and one back insert per set FOB: Destination		Set		

---

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0004AA	Soft Armor Panel Sets -SM/MD FFP FOB: Destination MILSTRIP: M6785408RCHA565	1,320	Set

(b) (4)

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NET AMT (b) (4)

ACRN AA  
CIN: M6785408RCHA5650004AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0004AB	Soft Armor Panel Sets -LG/XL FFP FOB: Destination MILSTRIP: M6785408RCHA565	1,650	Set

UNIT PRICE AMOUNT  
(b) (4)

---

NET AMT (b) (4)

ACRN AA  
CIN: M6785408RCHA5650004AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	1st Iteration Soft Armor Samples FFP One front and one back insert per set FOB: Destination		Set	\$0.00	

---

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0005AA	1st Iteration Soft Armor Sample - SM/MD FFP FOB: Destination MILSTRIP: M6785408RCHA565	3	Set

(b) (4)

---

NET AMT

ACRN AA  
CIN: M6785408RCHA5650005AA

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	1st Iteration Soft Armor Sample - LG/XL FFP FOB: Destination MILSTRIP: M6785408RCHA565	3	Set	(b) (4)	(b) (4)

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NET AMT	(b) (4)
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ACRN AA  
CIN: M6785408RCHA5650005AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	2nd Iteration Soft Armor Samples FFP One front and one back insert per set FOB: Destination		Set	\$0.00	

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	2nd Iteration Soft Armor Sample - XS FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Set	(b) (4)	(b) (4)

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NET AMT	(b) (4)
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ACRN AA  
CIN: M6785408RCHA5650006AA

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0006AB 2nd Iteration Soft Armor Sample - SM 4 Set  
FFP  
FOB: Destination  
MILSTRIP: M6785408RCHA565

(b) (4)

---

NET AMT

ACRN AA  
CIN: M6785408RCHA5650006AB

(b) (4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT  
0006AC 2nd Iteration Soft Armor Sample - MD 4 Set  
FFP  
FOB: Destination  
MILSTRIP: M6785408RCHA565

UNIT PRICE AMOUNT  
(b) (4)

---

NET AMT

ACRN AA  
CIN: M6785408RCHA5650006AC

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0006AD	2nd Iteration Soft Armor Sample - LG FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Set

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650006AD

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0006AE	2nd Iteration Soft Armor Sample - XL FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Set

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650006AE

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Plate Carrier Standard Samples FFP With front and back soft armor inserts FOB: Destination		Each		
					<hr/>
NET AMT					\$0.00
ACRN AA					\$0.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	Plate Carrier Standard Sample - XS FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Each	(b) (4)	
					<hr/>
NET AMT					(b) (4)
ACRN AA					
CIN: M6785408RCHA5650007AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0007AB	Plate Carrier Standard Sample - SM FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Each

(b) (4)

NET AMT

ACRN AA  
CIN: M6785408RCHA5650007AB

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0007AC	Plate Carrier Standard Sample - MD FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Each

(b) (4)

NET AMT

ACRN AA  
CIN: M6785408RCHA5650007AC

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0007AD	Plate Carrier Standard Sample - LG FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Each

(b) (4)

ACRN AA  
CIN: M6785408RCHA5650007AD

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0007AE	Plate Carrier Standard Sample - XL FFP FOB: Destination MILSTRIP: M6785408RCHA565	4	Each

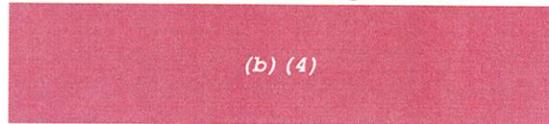
(b) (4)

ACRN AA  
CIN: M6785408RCHA5650007AE

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0008	Freight FFP FOB: Destination MILSTRIP: M6785408RCHA565	93.060	Each



(b) (4)

NET AMT

ACRN AA  
CIN: M6785408RCHA5650008



**SECTION D - PACKAGING AND MARKING**

The following have been modified:

Packing and Marking of Shipping Containers

See Attachment J. 8 -General Vendor Shipping Instructions

Item Labels

Plate carrier label format shall be the same as that provided under contract M67854-07-C-3051.

**SECTION E - INSPECTION AND ACCEPTANCE**

The following have been modified:

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0001AA	Origin	Government	Origin	Government
0001AB	Origin	Government	Origin	Government
0001AC	Origin	Government	Origin	Government
0001AD	Origin	Government	Origin	Government
0001AE	Origin	Government	Origin	Government
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	N/A	N/A	N/A	Government
0004AA	Origin	Government	Origin	Government
0004AB	Origin	Government	Origin	Government
0005	N/A	N/A	N/A	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	Government
0006AA	Destination	Government	Destination	Government
0006AB	Destination	Government	Destination	Government
0006AC	Destination	Government	Destination	Government
0006AD	Destination	Government	Destination	Government
0006AE	Destination	Government	Destination	Government
0007	N/A	N/A	N/A	Government
0007AA	Destination	Government	Destination	Government
0007AB	Destination	Government	Destination	Government
0007AC	Destination	Government	Destination	Government
0007AD	Destination	Government	Destination	Government
0007AE	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

**SECTION F- DELIVERIES OR PERFORMANCE**

The following have been modified:

DELIVERY INFORMATION

Item	Quantity	Ship By Date
0001AA -XS Plate Carriers PCG-W/C-MCXS-MS-5SCOY	15	4/28/2008
0001AB -SM Plate Carriers PCG-W/C-MCS-MS-5SCOY	262	4/28/2008
0001AC - MD Plate Carriers PCG-W/C-MCM-MS-5SCOY	910	4/28/2008
0001AD - LG Plate Carriers PCG-W/C-MCL-MS-5SCOY	324	4/28/2008
0001AE - XL Plate Carriers PCG-W/C-MCXL-MS-5SCOY	31	4/28/2008
<b>Total</b>	<b>1542</b>	
<b>Delivery Address</b>	<b>Mark For</b>	
FB4484 305 LRS LGS	CO 24TH MEU CE FWD	
CP 609 724 4022	USMC DODAAC M94481	
1757 VANDENBERG AVE	NATL SUPPORT ELEMENT-NDS-EMPTY LOT	
MC GUIRE AFB NJ 08641-5528	KANDAHAR APRT KDH AF 09355-0000	
FFT Ultimate Cosignee M94481	POC: MAJ CARPENTER, 318-841-2080	
Item	Quantity	Ship By Date
0002AA - XS Plate Carriers PCG-W/C-MCXS-MS-5SCOY	11	5/1/2008
0002AB - SM Plate Carriers PCG-W/C-MCS-MS-5SCOY	187	5/1/2008
0002AC - MD Plate Carriers PCG-W/C-MCM-MS-5SCOY	649	5/1/2008
0002AD - LG Plate Carriers PCG-W/C-MCL-MS-5SCOY	231	5/1/2008
0002AE - XL Plate Carriers PCG-W/C-MCXL-MS-5SCOY	22	5/1/2008
<b>Total</b>	<b>1100</b>	
<b>Delivery Address</b>	<b>Mark For</b>	
FB4484 305 LRS LGS	CO 2NDBN 7THMAR FWD	
CP 609 724 4022	USMC DODAAC M94480	
1757 VANDENBERG AVE	NATL SUPPORT ELEMENT-NDS-EMPTY LOT	
MC GUIRE AFB NJ 08641-5528	KANDAHAR APRT KDH AF 09355-0000	
FFT Ultimate Cosignee M94480	POC: CAPT VINCENT 2/7 S-4 / MAJ CARPENTER, 24MEU S-4, 318-841-2080	

Item	Quantity	Ship By Date
0003AA - XS Plate Carriers PCG-W/C-MCXS-MS-5SCOY	7	5/8/2008
0003AB - SM Plate Carriers PCG-W/C-MCS-MS-5SCOY	112	5/8/2008
0003AC - MD Plate Carriers PCG-W/C-MCM-MS-5SCOY	388	5/8/2008
0003AD - LG Plate Carriers PCG-W/C-MCL-MS-5SCOY	138	5/8/2008
0003AE - XL Plate Carriers PCG-W/C-MCXL-MS-5SCOY	13	5/8/2008
<b>Total</b>	<b>658</b>	
<b>Delivery Address</b>	<b>Mark For</b>	
XU DEF DIST DEPOT San Joaquin	TRAFFIC MANAGEMENT OFFICE	
CCP Warehouse 30	MF COMMANDING OFFICER 31MEU (M20175)	
25600 South Chrisman Road	BLDG 2449 CAMP HANSEN 623 7375	
Tracy, CA 95304-5000	OKINAWA JAPAN	
FFT Ultimate Cosignee MMRFFA		
Item	Quantity	Ship By Date
0004AA -Soft Armor Panel Sets-SM/MD	1,320	To Be Determined
0004AB - SM Plate Carrier - LG/XL	1,650	To Be Determined
<b>Total</b>	<b>2,970</b>	

<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		
<b>Item</b>	<b>Quantity</b>	<b>Ship By Date</b>
0005AA – 1 <sup>st</sup> Iteration Soft Armor Samples – SM/MD	3	No Later Than 4/25/2008
0005AB – 2 <sup>nd</sup> Iteration Soft Armor Samples – LG/XL	3	No Later Than 4/25/2008
<b>Total</b>	<b>6</b>	
<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		
<b>Item</b>	<b>Quantity</b>	<b>Ship To Date</b>
0006AA – 2 <sup>nd</sup> Iteration Soft Armor Samples - XS	4	No Later Than 4/25/2008
0006AB - 2 <sup>nd</sup> Iteration Soft Armor Samples – SM	4	No Later Than 4/25/2008
0006AC - 2 <sup>nd</sup> Iteration Soft Armor Samples – MD	4	No Later Than 4/25/2008
0006AD - 2 <sup>nd</sup> Iteration Soft Armor Samples – LG	4	No Later Than 4/25/2008
0006AE - 2 <sup>nd</sup> Iteration Soft Armor Samples -XL	4	No Later Than 4/25/2008
<b>Total</b>	<b>20</b>	
<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		

Item	Quantity	Ship To Date
0007AA - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AB - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AC - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AD - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
0007AE - Plate Carrier Standard Samples - XS	4	No Later Than 4/25/2008
<b>Total</b>	<b>20</b>	
<b>Delivery Address</b>		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		
Attn: Personal Protective Equipment Team (Mr. John Kirejczyk)		
Bldg D Rm 218		
1 Kansas Street		
Natick, MA 01760		
U.S. Army Natick Soldier Research Development & Engineering Center (NSRDEC)		

The following have been modified:

### **CONSIDERATION FOR LATE DELIVERIES**

The contractor shall be assessed **one (1) Plate Carrier inclusive of soft armor at no cost to the Government for every one hundred (100) Plate Carriers** that are not shipped by the proposed and agreed upon ship by date. In accordance with FAR 52.212-4 (f), consideration due the Government is applicable unless late shipment is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence.



The following have been modified:

### **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: **M6785408C3009**

Cage Code/Ext : **0D1Z5**

Pay DoDAAC: **HQ0339**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1403A**

Ship To Code/Ext: **To Be Identified**

Ship From Code/Ext: **0D1Z5**

LPO DoDAAC **"Leave Blank"**

Service Acceptor Code(s): **S1403A** for CLINs 0001, 0002 and 0003. **M67854** for CLINs 0004, 0005, 0006, 0007 and 0008.

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

B/L: **Include Shipment Tracking Information**

**\*\*\*\*The contractor shall send a notification email to Mr. Mike Berry at [michael.s.berry@usmc.mil](mailto:michael.s.berry@usmc.mil) when invoices are loaded to WAWF\*\*\*\***

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**

The following have been added by full text:

### **WARRANTY**

- (1) Eagle Industries warrants each component of the SPC against manufacturer defects or against defects in materials or workmanship for a period of twenty four (24) months from the date of manufacture.
- (2) The warranty is void should a component of the SPC be utilized in a manner considered outside the normal course of activities for which the product was designed.
- (3) The warranty is void should the SPC be abused through improper care and maintenance as set forth in the care and cleaning instructions provided with the system. Contact Eagle Industries Unlimited, Inc. for any questions on warranty details.

### **CONTACT INFORMATION**

Eagle Industries Unlimited, Inc.  
1000 Biltmore Drive  
Fenton, MO 63026  
tel: (888) 343-7547  
fax: (636) 349-0321  
email: [comments@eagleindustries.com](mailto:comments@eagleindustries.com)  
web: [www.eagleindustries.com](http://www.eagleindustries.com)

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

The following have been modified:

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>
1	Purchase Description, Body Armor, Multiple Threat/Interceptor, CO/PD 00-02G dated 23 February 2006	54
2	Soft Armor -Conformance Lot Inspection (Ballistic Testing) Revised on 04/08/2008	1
3	X-Small Soft Armor Panel Pattern	1
4	Small Soft Armor Panel Pattern	1
5	Medium Soft Armor Panel Pattern	1
6	Large Soft Armor Panel Pattern	1
7	X-Large Soft Armor Panel Pattern	1
8	General Vendor Shipping Instructions	3

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	4
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 16-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDING GENERAL MARCORSYSCOM CTG9LD 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, INC. 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-C-3009		
				X 10B. DATED (SEE ITEM 13) 07-Feb-2008		
CODE 0D1Z5		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dlugos09743 The purpose of this modification is to: 1.) revise Section E to provide for inspection and acceptance of items under CLINs 0016 and 0017 by either DCMA St. Petersburg or DCMA Chicago, 2.) revise Section F to provide for place of performance of items under CLINs 0016 and 0017 at either Lares, Puerto Rico or Fenton, Missouri; and, 3.) revise Section G to add the Ship From Code for Eagle Lares facility and the Service Acceptor Code for DCMA St. Petersburg.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DWIGHT MICHAEL / CONTRACTING OFFICER TEL: 703-432-3267 EMAIL: dwright.michael@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Dwight Michael, Sr.</u> (Signature of Contracting Officer)		16C. DATE SIGNED 23-Dec-2008	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**SECTION E - INSPECTION AND ACCEPTANCE**

The following have been modified:

CLINS 0016 AND 0017

Inspection and acceptance of items under CLINs 0016 and 0017 that will be delivered to Camp LeJeune will be performed by DCMA St. Petersburg.

Inspection and acceptance of items under CLINs 0016 and 0017 that will be delivered to Camp Pendleton and Bridgeport CA will be performed by DCMA Chicago.

SOFT AMOR INSERTS

Inspection of soft armor inserts under P00007 shall be performed by DCMA Atlanta.

**SECTION F - DELIVERIES OR PERFORMANCE**

The following have been modified:

PLACE OF PERFORMANCE

The place of performance for items under CLINs 0016 and 0017 that will be delivered to Camp LeJeune is Lares, Puerto Rico.

The place of performance for items under CLINs 0016 and 0017 that will be delivered to Camp Pendleton and Bridgeport, CA is Fenton, MO.

The place of performance for soft armor inserts produced under modification P00007 is Jefferson City, Tennessee.

**SECTION G - CONTRACT ADMINISTRATION DATA**

The following have been modified:

**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 Mr. Mike Berry and he can be reached at 703-432-3251 and by e-mail at [michael.s.berry@usmc.mil](mailto:michael.s.berry@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: **M6785408C3009**

Cage Code/Ext : **0D1Z5**

Pay DoDAAC: **HQ0339**

Issue Date: **See Block 3**

Issue By DoDAAC: **M67854**

Admin By DoDAAC: **S1403A**

Ship To Code/Ext: **To Be Identified**

Ship From Code/Ext: **0D1Z5 or 59U66**

LPO DoDAAC **"Leave Blank"**

Service Acceptor Code(s): **S1403A** for CLINs 0001, 0002, 0003, 0009, 0010, 0012, 0013 and 0014.

**M67854** for CLINs 0004, 0005, 0006, 0007, 0008, 0011 and 0015.

**CLINs 0016 and 0017** – S1403A for items being delivered to Camp Pendleton and Bridgeport CA. S1109A for items being delivered to Camp LeJeune

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

B/L: **Include Shipment Tracking Information**

**\*\*\*\*The contractor shall send a notification email to Mr. Mike Berry at [michael.s.berry@usmc.mil](mailto:michael.s.berry@usmc.mil) when invoices are loaded to WAWF\*\*\*\***

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.

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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)

(End of Summary of Changes)