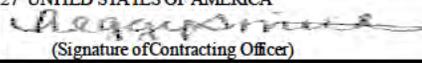
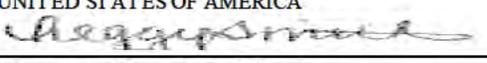


SOLICITATION, OFFER AND AWARD			1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 44					
2 CONTRACT NO M67854-11-D-3071		3 SOLICITATION NO M67854-11-R-3019		4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5 DATE ISSUED 27 Jun 2011		6 REQUISITION/PURCHASE NO			
7 ISSUED BY MAR NE CORPS SYSTEMS COMMAND CODE: CESS, PGD16 2200 LESTER ST QUANTICO VA 22134			CODE M67854		8 ADDRESS OFFER TO (If other than Item 7) See Item 7			CODE TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"											
SOLICITATION											
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10 FOR INFORMATION CALL:		A NAME PEGGY SMITH			B TELEPHONE (Include area code) (NO COLLECT CALLS) 703-432-3178			C. E-MAIL ADDRESS Peggy.L.Smith1@usmc.mil			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES			37 - 43
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 18	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			19 - 23	X	J	LIST OF ATTACHMENTS			44
X	D	PACKAGING AND MARKING			24	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE			25 - 27		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			28 - 31		L	INSTRS. CONDS. AND NOTICES TO OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA			32 - 34		M	EVALUATION FACTORS FOR AWARD			
X	H	SPECIAL CONTRACT REQUIREMENTS			35 - 36						
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				Net 30 Days							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE 0D1Z5		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JOSH CANAS / CONTRACTING					
EAGLE INDUSTRIES UNLIMITED, NC. JOSH CANAS 1000 BILTMORE DR FENTON MO 63026-4641											
15B. TELEPHONE NO (Include area code) 636-717-1837			15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19 ACCEPTED AS TO ITEMS NUMBERED			20 AMOUNT \$178,026,295.07			21 ACCOUNTING AND APPROPRIATION					
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM Section G			
24 ADMINISTERED BY (If other than Item 7) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS L 60005-2451			CODE S1403A		25 PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS - COMWEST ENTITLEMENT OPERATIONS (85) P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339				
26. NAME OF CONTRACTING OFFICER (Type or print) PEGGY SMITH TEL: (703) 432-3178 EMAIL: peggy.l.smith1@usmc.mil			SCD: C		27 UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28 AWARD DATE 16-Sep-2011			

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2 AMENDMENT/MODIFICATION NO P00006		3 EFFECTIVE DATE 08-Feb-2013	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134		CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS L 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, NC. JOSH CANAS 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3071		
				X 10B. DATED (SEE ITEM 13) 16-Sep-2011		
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 CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of the Parties						
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: smithp131554 The purpose of this modification is to incorporate (3) Engineering Change Proposals into the contract. The approved ECPs result in no additional cost to the Government. Section J of the contract is hereby modified to incorporate the above referenced documents. All other terms and conditions, to include contract price, remain unchanged and in full force/effect. Please see page 2 for details.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith1@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 08-Feb-2013	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

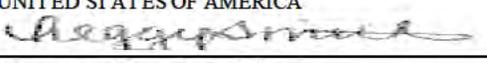
The following have been modified:

ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011/updated 1 October 2012
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Packaging Plan
Attachment J.10	Quality Assurance Letter of Inspection updated 22 August 2012
Attachment J.11	End Item Visual Examination Log
Attachment J.12	ECP-EAG04 (Quick Release Adapter Strap for the USMC Pack Shoulder Harness Assembly)
Attachment J.13	ECP-EAG03 (Use Triple Stitch on Female Load Lifter Strap on Shoulder Harness Assembly)
Attachment J.14	ECP-EAG06 (Top Buckle Adapter Strap (Long) for USMC Pack Shoulder Harness Assembly)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 6	
2 AMENDMENT/MODIFICATION NO P00005	3 EFFECTIVE DATE 12-Oct-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134	CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS L 60005-2451		CODE	S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, NC. JOSH CANAS 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3071	
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011	
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 CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) mutual agreement of both 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: smithp1369 The purpose of this modification is to update: (1) Section B to reflect new pricing for CLIN 0022, (2) Section I to reflect updated clauses, and (3) Section J to provide an updated Purchase Description. Please see page 2 for details.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 12-Oct-2012	
(Signature of person authorized to sign)		(Signature of Contracting Officer)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,646,000.00 from \$180,714,217.16 to \$186,360,217.16.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022

The CLIN extended description has changed from Sub Belt in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-12,500: (b) (4); 12,501-50,000: (b) (4); 50,001-250,000: (b) (4); 250,501-300,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Sub Belt in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Tariff is anticipated to be Small 5%, Medium 24%, Large 71%. Quantity range is 1-300,000 at a unit price of (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.232-99

52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

The following have been deleted:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
-----------	--	----------

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

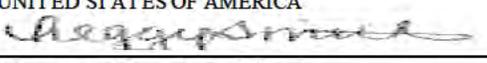
The following have been modified:

ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011/updated 1 October 2012
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Packaging Plan
Attachment J.10	Quality Assurance Letter of Inspection updated 22 August 2012
Attachment J.11	End Item Visual Examination Log

(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 P00004		3 EFFECTIVE DATE 05-Sep-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134		CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS L 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, NC. JOSH CANAS 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3071		
				X 10B. DATED (SEE ITEM 13) 16-Sep-2011		
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 CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes.						
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: smithp124975 The purpose of this modification is to incorporate a revised Quality Assurance Letter of Inspection, dated 22 August 2012, reference contract attachment J.10. All other terms and conditions, to include price, remain unchanged and in full force/effect.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith1@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 05-Sep-2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

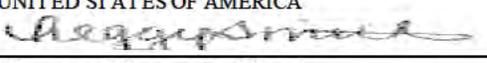
The following have been modified:

ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Packaging Plan
Attachment J.10	Quality Assurance Letter of Inspection updated 22 August 2012
Attachment J.11	End Item Visual Examination Log

(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 P00003		3 EFFECTIVE DATE 13-Jun-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY MCSC CONTRACTING OFFICES CODE CT 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA 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. JOSH CANAS 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3071		
				X 10B. DATED (SEE ITEM 13) 16-Sep-2011		
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 CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties						
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: haquem123846 The purpose of this modification is to: 1. Incorporate Attachment J.10 Quality Assurance Letter of Inspection; 2. Incorporate Attachment J.11 End Item Visual Examination Log; and 3. Update Section G (changes are highlighted).						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith@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 13-Jun-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

ADMINISTRATION**G.1 ACCOUNTING AND APPROPRIATION DATA**

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

G.2 CONTRACTOR'S CONTRACT ADMINISTRATION

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

Name and Title	<u>Mr. Joshua Canas, Contract Manager</u>
Responsible Office	<u>Contracts</u>
Address	<u>Eagle Industries Unlimited, Inc</u> <u>1000 Biltmore Drive</u> <u>Fenton, MO 63026</u>
Remittance	<u>Eagle Industries Unlimited, Inc.</u> <u>SDS-12-2906</u> <u>PO BOX 86</u> <u>Minneapolis, MN 55486-2906</u>
Telephone Number	<u>(636) 717-1837</u>
DUNS #	<u>(b) (4)</u>
CAGE #	<u>(b) (4)</u>

G.3 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE/FAX	EMAIL
PROCURING CONTRACTING OFFICER (PCO)	Ms. Peggy Smith	Commander Marine Corps Systems Command Contracts Directorate CT023 2200 Lester Street Quantico, VA 22134	(703) 432-3178 (703) 432-3322 (Fax)	Peggy.L.Smith1@usmc mil
ADMINISTRATIVE CONTRACTING OFFICER (ACO)	DCMA Chicago (DoDAAC: S1403A)	1523 West Central Road Bldg. 203 Arlington Heights, IL 60005-2451	(224) 625-8206 (224) 625-9957 (Fax)	DCMACHICAGO@ DCMA.MIL
PLACE OF PERFORMANCE	DCMA St. Petersburg	830 Central Avenue Suite 500	(727) 258-9575/9511 (727) 258-9502 (Fax)	DCMASTPETERSBURGCASD @DCMA.MIL

ADMINISTRATIVE CONTRACTING OFFICER (ACO) Responsible for Inspection and Acceptance at Place of Origin (Puerto Rico)	(DoDAAC: S1109A)	St. Petersburg, FL 33701		
ALTERNATE PLACE OF PERFORMANCE ADMINISTRATIVE CONTRACTING OFFICER (ACO) Responsible for Inspection and Acceptance at Place of Origin (Fenton, MO)	DCMA Chicago (DoDAAC: S1403A)	1523 West Central Road Bldg. 203 Arlington Heights, IL 60005-2451	(224) 625-8206 (224) 625-9957 (Fax)	DCMACHICAGO@ DCMA.MIL
TECHNICAL POINT OF CONTACT (TPOC)	Capt. James C. Fully Team Lead Load Bearing Team PM, Infantry Combat Equipment (ICE)	Commander Marine Corps Systems Command – Infantry Combat Equipment 2200 Lester Street Quantico, VA 22134	(703) 432-3188 (703) 432-3322 (Fax)	james.c.fuller@usmc.mil
PAYMENT OFFICE	DFAS Columbus Center (DoDAAC: HQ0339)	DFAS-CO/West Entitlement Operations PO BOX 182381 Columbs, OH 43218- 2381	(800) 756-4571 (877) 749-4843 (Fax)	Not Applicable

G.4 WIDE AREA WORKFLOW (INVOICING) INSTRUCTIONS

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

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

The USMC WAWF-RA point of contact for this contract is Captain James Fuller and can be reached on (703) 432-3188 email james.c.fuller@usmc.mil.

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

Data entry information in WAWF:

CLIN 0001, 0026 - 0029 CLINs 0002-0025, 0027 and 0028

Payment Office DoDAAC: HQ0339

HQ0339

Issue By DoDAAC:	M67854	M67854
Admin Office DoDAAC:	S1403A	S1403A
Ship To:	M67854 PG16	TBD
Inspect By DoDAAC:	M67854	S1109A or S1403A
Contract Number:	M67854-11-D-3071	M67854-11-D-3071
	delivery order TBD	delivery order TBD

SPECIAL NOTE

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the USMC WAWF-RA POC's email address in the first email address block, the alternate POC's (to include the Project Officer, MAJ Amy Cahoon (Amy.Cahoon@usmc.mil) and her designated representative Mr. Paul Lee (Paul.M.Lee@usmc.mil), and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

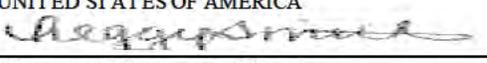
The following have been modified:

ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Packaging Plan
Attachment J.10	Quality Assurance Letter of Inspection
Attachment J.11	End Item Visual Examination Log

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
2 AMENDMENT/MODIFICATION NO PO0002		3 EFFECTIVE DATE 14-Mar-2012	4 REQUISITION/PURCHASE REQ NO		1 3	
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134		CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS L 60005-2451		5 PROJECT NO (If applicable) S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, NC. JOSH CANAS 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3071	
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011	
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 CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes.						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: smithp122157 The purpose of this modification is to incorporate the attached packaging plan (Attachment J.9) into Section D, Packaging and Marking, and update Section J, Attachments, accordingly. All other terms and conditions, to include price, remain unchanged and in full force and effect.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith1@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 14-Mar-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION D - PACKAGING AND MARKING

The following have been modified:

INSTRUCTIONS

D.1 Delivered System Assembly

D1.1. **General.** All items delivered under this contract shall be packaged to ensure delivery of the items, without damage to the final destinations in accordance with standard commercial practices.

D1.2. **Complete USMC Pack System (all components assembled).** Complete USMC Pack System (reference CLIN 0001 First Article Test Units) shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sub-belt shall also be placed inside the main bag and the bag secured. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. Initial draft version of the USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D1.3. **USMC Pack System, excluding Sub-Belt (all components assembled).** USMC Pack System, excluding Sub-Belt (all components assembled) (reference CLIN 0002), shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. The approved USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D.2. Packaging and Shipping

D.2.1 **Box requirements.** Box must be fully functional and in good, working condition. They are not required to be new. The weight of each box will not exceed sixty (60) pounds. Each box will have a label.

D.2.2 **Packaging / Marking.** Packaging shall be accomplished IAW the current version of MIL STD 130 ensuring the items reach their final destination in their original condition. All shipments will be on a 40 X 48 inch four way pallet (standard military pallet). With the exception of CLINS 0006, 0010, 0011, 0013, 0014, 0025 and 0029, each UNIT (as specified per CLIN) will be packaged in a poly bag. The subcomponents of CLIN 0025 will be separated into poly bags and combined into one UNIT via labeled box(es). All poly bags, based on size and/or capacity, will be labeled and closed using tape, heat seal, or zip lock.

All shipping containers shall be marked with durable, legible print that includes quantities, lot numbers, weight, and cube dimensions, as well as the contract and delivery order number and the Contractor's name and address. All marking will be IAW current versions MIL STD 129 and MIL STD 130. All individual boxes will be labeled with, at minimum, the contract number, part number(s), national stock number(s) and quantity of units.

D.2.3 **Pallet requirements.** Pallet must be fully functional and in good, working condition. Pallet must NOT contain: broken slats or major cracks. Pallet is not required to be new or heat-treated. At no time will an unstacked

pallet exceed 54 inches in height. This eases in the stacking of pallets and maximizes shipping efficiencies. Each pallet will have a pallet label.

(Reference Attachment J.8 Label Template Sample and Attachment J.9 Packaging Plan)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

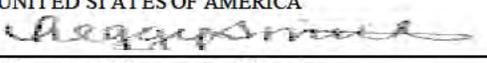
The following have been modified:

ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Packaging Plan

(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 PO0001	3 EFFECTIVE DATE 22-Feb-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134	CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS L 60005-2451		CODE	S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EAGLE INDUSTRIES UNLIMITED, NC. JOSH CANAS 1000 BILTMORE DR FENTON MO 63026-4641				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3071	
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011	
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 CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes.						
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: smithp12710 The purpose of this modification is to update: (1) Section B, CLINs 0002, 0016, 0018, 0019 and 0021, to reflect pricing changes to the hydration tube and bite valve; (2) Section D to clarify packaging instructions; (3) Section F to clarify definition for late deliveries; (4) Section G to specify places of performance and alternate inspection site for component manufacturing; and, (5) Section J, Attachments J.1 (Purchase Description), J.2 (Drawings) and J.3 (Patterns) and add J.8 (Label Template Sample). Please see page 2 for updates. All other terms and conditions remain unchanged and in full force/effct.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith1@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-Feb-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,687,922.09 from \$178,026,295.07 to \$180,714,217.16.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN extended description has changed from USMC Pack System , Excluding Sub-Belt (all components assembled), over-packed with the approved USMC Pack Instruction Card, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-35,000: (b) (4); 35,001-140,000: (b) (4); 140,001-185,000 (b) (4) (b) (4) 185,001-245,721: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to USMC Pack System , Excluding Sub-Belt (all components assembled), over-packed with the approved USMC Pack Instruction Card, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-35,000: (b) (4) 35,001-140,000: (b) (4); 140,001-185,000: (b) (4); 185,001-245,721: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0016

The CLIN extended description has changed from Hydration System, Assembled, includes Hydration Carrier, Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-1,250: (b) (4) 1,251-10,000: (b) (4); 10,001-35,000: (b) (4); 35,001-50,000 (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Hydration System, Assembled, includes Hydration Carrier, Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-1,250: (b) (4); 1,251-10,000: (b) (4); 10,001-35,000: (b) (4); 35,001-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0018

The CLIN extended description has changed from Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4) 5,001-25,000 (b) (4); 25,001-295,000: (b) (4); 295,001-400,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4) 5,001-25,000: (b) (4); 25,001-295,000: (b) (4); 295,001-400,000: (b) (4)

each for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0019

The CLIN extended description has changed from Hydration Tube Kit: Hydration Tube, with Cover, Tube Holder and with Bite Valve with Attached Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-25,000: (b) (4); 25,001-75,000: (b) (4); 75,001-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Hydration Tube Kit: Hydration Tube, with Cover, Tube Holder and with Bite Valve with Attached Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-25,000: (b) (4); 25,001-75,000: (b) (4); 75,001-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0021

The CLIN extended description has changed from Hydration Bite Valve with Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-10,000: (b) (4); 10,001-75,000: (b) (4); 75,001-100,000: (b) (4) for the ordering period of September 2011 through September 2016. to Hydration Bite Valve with Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-10,000: (b) (4); 10,001-75,000: (b) (4); 75,001-100,000: (b) (4) for the ordering period of September 2011 through September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION D - PACKAGING AND MARKING

The following have been modified:

INSTRUCTIONS

D.1 Delivered System Assembly

D1.1. **General.** All items delivered under this contract shall be packaged to ensure delivery of the items, without damage to the final destinations in accordance with standard commercial practices.

D1.2. **Complete USMC Pack System (all components assembled).** Complete USMC Pack System (reference CLIN 0001 First Article Test Units) shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sub-belt shall also be placed inside the main bag and the bag secured. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. Initial draft version of the USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D.1.3. **USMC Pack System, excluding Sub-Belt (all components assembled).** USMC Pack System, excluding Sub-Belt (all components assembled) (reference CLIN 0002), shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. The approved USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D.2. Packaging and Shipping

D.2.1 **Box requirements.** Box must be fully functional and in good, working condition. They are not required to be new. The weight of each box will not exceed sixty (60) pounds. Each box will have a label.

D.2.2 **Packaging / Marking.** Packaging shall be accomplished IAW the current version of MIL STD 130 ensuring the items reach their final destination in their original condition. All shipments will be on a 40 X 48 inch four way pallet (standard military pallet). With the exception of CLINS 0006, 0010, 0011, 0013, 0014, 0025 and 0029, each UNIT (as specified per CLIN) will be packaged in a poly bag. The subcomponents of CLIN 0025 will be separated into poly bags and combined into one UNIT via labeled box(es). All poly bags, based on size and/or capacity, will be labeled and closed using tape, heat seal, or zip lock.

All shipping containers shall be marked with durable, legible print that includes quantities, lot numbers, weight, and cube dimensions, as well as the contract and delivery order number and the Contractor's name and address. All marking will be IAW current versions MIL STD 129 and MIL STD 130. All individual boxes will be labeled with, at minimum, the contract number, part number(s), national stock number(s) and quantity of units.

D.2.3 **Pallet requirements.** Pallet must be fully functional and in good, working condition. Pallet must NOT contain: broken slats or major cracks. Pallet is not required to be new or heat-treated. The footprint of the loaded pallet shall not exceed 41 inches when 2 pallet stacking is desirable.. At no time will an unstacked pallet exceed 54 inches in height. This eases in the stacking of pallets and maximizes shipping efficiencies. Each pallet will have a pallet label.

(Reference Attachment J.8 Label Template Sample)

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

DELIVERIES

F.1 DELIVERY INFORMATION

F.1.1 Initial Delivery Orders

F.1.1.1 CLIN 0001, First Article Test (FAT) Units, quantity of (2), shall be delivered to the following address, no later than 45 days after contract award:

Natick Soldier Research, Development and Engineering Command
Attn: Trevor Scott
4 Kansas Street
Natick, MA 01760

F.1.1.2 Upon notification of First Article approval and production release, CLIN 0002 USMC Pack Systems, excluding sub-belt, assembled, over-packed with the approved USMC Pack Instruction Card, maximum quantity of 236,091, shall be delivered at the following minimum production rate to the addresses provided in Attachment J.6, Delivery Locations:

No Later Than 45 days after date of FAT approval: quantity of 2,510 systems
 No Later Than 75 days after date of FAT approval: quantity of 5,000 systems
 No Later Than 105 days after date of FAT approval: quantity of 10,000 systems
 No Later Than 135 days after date of FAT approval: quantity of 15,000 systems
 No Later Than 165 days after date of FAT approval, the Offeror shall deliver and maintain a monthly minimum delivery of 20,000 USMC Pack Systems unless otherwise specified by the Government.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a Transportation Control Number (TCN) for each shipment.

F.1.1.3 CLIN 0026, USMC Pack Instruction Card, maximum quantity of 50,000, reference CDRL A001 (Attachment J.5), shall be delivered to PM ICE (Quantico, VA) at the address provided in Attachment J.6, Delivery Locations, no later than 40 days after FAT approval.

F.1.1.4 CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) as follows:

The first report is due 30 calendar days from the date of delivery order 0001 award and shall be submitted monthly thereafter during the performance of the delivery order.

The report shall be sent via email to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr. Shaundell Watson at Shaundell.Watson@usmc.mil.

F.1.1.5 Items that are being delivered to a Government Container Consolidation Point (CCP) (i.e., Tracy, CA) are being forwarded for onward movement overseas in quantities to be specified at time of contract award. Forward movement freight charges shall be borne by the Government.

Shipments to overseas locations via the CCP must meet the MIL-STD-129 requirement for a bar-coded Military Shipping Label. In addition, a packing slip must be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. The Mark For and/or TCN must be clearly visible on all documentation to ensure accurate and prompt identification by the CCP. Questions concerning the shipment of quantities to CCP shall be directed to the project officer identified in the delivery order after contract award.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a TCN for each shipment.

F.1.2 Subsequent Delivery Orders

F.1.2.1 CLINs 0002 through 0025 delivery instructions will be specified via the award of subsequent delivery orders. For pricing purposes, the Contractor is advised that production quantities for said CLINs may be divided at the following *estimated* percentage between the following locations:

LOCATION	Ship-to Address	%
I MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI AVENUE A BLDG 2230 22 AREA CAMP PENDLETON CA 92055-5031	20%

II MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI FIR AND CENTER STREETS BLDG 1501 CAMP LEJEUNE NC 28542-5000	20%
III MEF JAPAN	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: TRAFFIC MANAGEMENT OFFICER MF L00773 CONSOL ISSUE FACILITY BLDG 500 BAY 3 CAMP KINSER 789 5458 OKINAWA JP <i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/ holly.greer@usmc.mil to obtain TCN for each shipment.</i>	10%
III MEF HAWAII	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: LION VALLEN INDUSTRIES MF M98449 MCB CONSOLIDATE ISSUE FAC MOKAPU ROAD BUILDING 4075 MCBH KANEOHE BAY HI 96863 <i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/ holly.greer@usmc.mil to obtain TCN for each shipment.</i>	5%
BARSTOW	PM-ICE WAREHOUSE OPERATIONS A STREET NEBO ANNEX WHSE 3 MARINE CORPS LOGISTICS BASE BARSTOW CA 92311	40%
NCR	RIF DISTRIBUTION CENTER ATTN: RIF REP 703-432-3327 1001 POTOMAC AVE QUANTICO VA 22134-5074	5%

F.1.2.2 CLINs 0027 through 0029 delivery instructions will be specified via the award of subsequent delivery orders and shall be delivered as follows:

CLIN 0027: USMC Pack System Posters, maximum quantity of 500, reference CDRL A002 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0028: USMC Pack Assembly and Use Videos, maximum quantity of 100, reference CDRL A003 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) via email to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr. Shaundell Watson at Shaundell.Watson@usmc.mil. The first report is due 30 calendar days from the date of the delivery order award and shall be submitted monthly thereafter during the performance of the delivery order.

F.2 CONSIDERATION FOR LATE DELIVERIES

F.2.1. The Contractor shall be assessed four percent (rounded to the nearest whole number) of any late contract line item at "no cost" to the Government. Late is defined as lots (inspected and accepted at origin) not received at final destination by the required no later than (NLT) date provided in the Delivery Order. Lot failure at inspection or acceptance do not negate the NLT date provided in the Delivery Order. Consideration due the Government will only be applicable in cases where late inspection and acceptance and/or delivery is caused by an occurrence within the reasonable control of the Contractor. A new CLIN will be incorporated for these quantities into the Delivery Order for which the late inspection and acceptance and/or have delivery occurred. This consideration is in addition to the contract quantities.

F.2.2. Further consideration shall be due to the Government at a rate of 10% additional consideration to be assessed every 30 days any USMC Pack CLINs are late. This monthly assessment will be compoundable (see below).

<u>Days Delinquent</u>	<u>Calculation</u>	<u>Example of Qty Due (1000 late CLIN 0002)</u>
< or = 30		Quantity + additional 4% 1000 + (1000*.04) = 1040
31 < or = X < or = 60		(Quantity * 104%) 110% 1040 * 1.1 = 1144
61 < or = X < or = 90		((Quantity * 104%) 110%)110% 1144 * 1.1 = 1259 1250 (See Note)

Note: The total consideration will not exceed 25% of the original delinquent quantity.

F.2.3. Consideration will not be assessed without discussions between the Government and the Contractor. If the Contractor is ahead or behind "scheduled" inspection and acceptance going into any month and does not meet the "scheduled" inspection and acceptance for that month, consideration will be assessed on the "net" number of systems that are delinquent (e.g., if 100 CLIN 0002 items were inspected and accepted ahead of schedule in one month and the Contractor is late on inspection and acceptance of 150 CLIN 0002 items in the subsequent month, consideration will only be assessed on 50 CLIN 0002 items).

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

PLACES OF PERFORMANCE

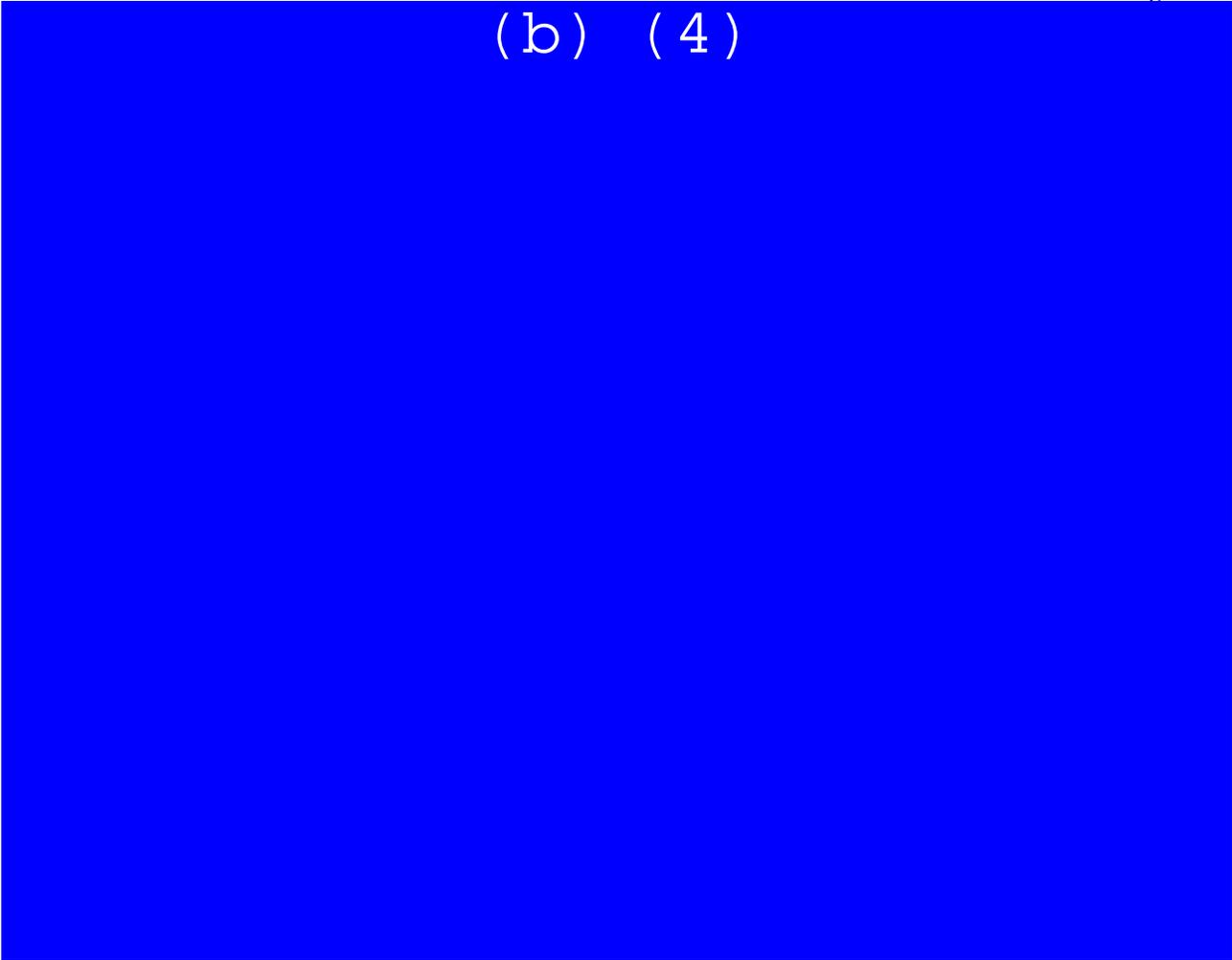
The following places of performance* will be utilized in the construction of USMC Pack Components:

(b) (4)

(b) (4)



(b) (4)



The following have been modified:

ADMINISTRATION

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 CONTRACTOR'S CONTRACT ADMINISTRATION

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

Name and Title	<u>Mr. Joshua Canas, Contract Manager</u>
Responsible Office	<u>Contracts</u>
Address	<u>Eagle Industries Unlimited, Inc</u> <u>1000 Biltmore Drive</u> <u>Fenton, MO 63026</u>

Remittance Eagle Industries Unlimited, Inc.
SDS-12-2906
PO BOX 86
Minneapolis, MN 55486-2906

Telephone Number (636) 717-1837

DUNS # 027222751 CAGE # 0D1Z5

G.3 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE/FAX	EMAIL
PROCURING CONTRACTING OFFICER (PCO)	Ms. Peggy Smith	Commander Marine Corps Systems Command Contracts Directorate CT023 2200 Lester Street Quantico, VA 22134	(703) 432-3178 (703) 432-3322 (Fax)	Peggy.L.Smith1@usmc mil
ADMINISTRATIVE CONTRACTING OFFICER (ACO)	DCMA Chicago (DoDAAC: S1403A)	1523 West Central Road Bldg. 203 Arlington Heights, IL 60005-2451	(224) 625-8206 (224) 625-9957 (Fax)	DCMACHICAGO@ DCMA.MIL
PLACE OF PERFORMANCE ADMINISTRATIVE CONTRACTING OFFICER (ACO) Responsible for Inspection and Acceptance at Place of Origin (Puerto Rico)	DCMA St. Petersburg (DoDAAC: S1109A)	830 Central Avenue Suite 500 St. Petersburg, FL 33701	(727) 258-9575/9511 (727) 258-9502 (Fax)	DCMASTPETERSBURGCASD @DCMA.MIL
ALTERNATE PLACE OF PERFORMANCE ADMINISTRATIVE CONTRACTING OFFICER (ACO) Responsible for Inspection and Acceptance at Place of Origin (Fenton, MO)	DCMA Chicago (DoDAAC: S1403A)	1523 West Central Road Bldg. 203 Arlington Heights, IL 60005-2451	(224) 625-8206 (224) 625-9957 (Fax)	DCMACHICAGO@ DCMA.MIL
TECHNICAL POINT OF CONTACT (TPOC)	Major Amy S. Cahoon Team Lead Load Bearing Team PM, Infantry Combat Equipment (ICE)	Commander Marine Corps Systems Command PG16 Combat Equipment and Support Systems 2200 Lester Street Quantico, VA 22134	(703) 432-5309 (703) 432-3322 (Fax)	Amy.Cahoon@usmc mil
PAYMENT OFFICE	DFAS Columbus Center (DoDAAC:	DFAS-CO/West Entitlement Operations PO BOX 182381 Columbs, OH 43218-	(800) 756-4571 (877) 749-4843 (Fax)	Not Applicable

	HQ0339)	2381		
--	---------	------	--	--

G.4 WIDE AREA WORKFLOW (INVOICING) INSTRUCTIONS

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

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

The USMC WAWF-RA point of contact for this contract is MCSC DFM MAO and can be reached on 703.432.4370 email MCSC_DFM_MAO@usmc.mil.

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

Data entry information in WAWF:

	<u>CLIN 0001, 0026 - 0029</u>	<u>CLINs 0002-0025, 0027 and 0028</u>
Payment Office DoDAAC:	HQ0339	HQ0339
Issue By DoDAAC:	M67854	M67854
Admin Office DoDAAC:	S1403A	S1403A
Ship To:	M67854 PG16	TBD
Inspect By DoDAAC:	M67854	S1109A or S1403A
Contract Number:	M67854-11-D-3071	M67854-11-D-3071
	delivery order TBD	delivery order TBD

SPECIAL NOTE

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the USMC WAWF-RA POC's email address in the first email address block, the alternate POC's (to include the Project Officer, MAJ Amy Cahoon (Amy.Cahoon@usmc.mil) and her designated representative Mr. Paul Lee (Paul.M.Lee@usmc.mil), and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS**H.1 AWARD OF DELIVERY ORDERS****H.1.1 Initial Delivery Orders (Delivery Order 0001)**

- (a) First Article Test (FAT) Units (CLIN 0001) will be purchased from each awardee.
- (b) Initial funding (i.e., FY 11 funding) for the procurement of a maximum quantity of 236,091 USMC Packs (CLIN 0002), a maximum quantity of 50,000 USMC Pack Instruction Cards (CLIN 0026), and Status Reports (CLIN 0029) will be allocated amongst the awardees in the inverse percentage of a particular awardee's total evaluated price for all CLINs related to a particular system in relation to the sum of each awardee's total evaluated price for all CLINs related to a particular system.

Example: Two (2) Contract Awards For USMC Packs, Instruction Cards and Status Reports

P_1 = Total Evaluated USMC Pack Price For Awardee 1 (i.e., \$100,000,000)

P_2 = Total Evaluated USMC Pack Price For Awardee 2 (i.e., \$110,000,000)

O_1 = % of dollar value of order For Awardee 1 (i.e., 52.4%)

O_2 = % of dollar value of order For Awardee 2 (i.e., 47.6%)

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

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

H.1.2 Subsequent Delivery Orders

In accordance with FAR 16.505 (b), awardees will be provided a fair opportunity to be considered for subsequent delivery orders (i.e., orders issued after delivery order 0001). The award of subsequent delivery orders will be based on a number of factors including ability to meet delivery schedule, past performance on previous orders and price.

Delivery orders will be placed against this contract by the Government using a DD Form 1155. In accordance with FAR clause 52.216-18, orders may be issued orally, by mail, by facsimile, or electronically (such as email). If mailed or transmitted by facsimile, a delivery order is considered "issued" when the Government deposits the order in the mail or transmits the order by facsimile. Mailing includes transmittal by U.S. mail or private delivery services. If issued electronically, the order is considered "issued" when an executed order has been sent to the contractor electronically by the Government.

H.2 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

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

H.3 CONTRACT CHANGES

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

H.4 SUBCONTRACTING PLAN

Eagle Industries Unlimited's Subcontracting Plan, dated 27 July 2011, as provided in Attachment J.7, is hereby incorporated.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample

(End of Summary of Changes)

Section B - Supplies or Services and Prices

SCHEDULE OF SUPPLIES**B.1 BERRY AMENDMENT COMPLIANCE**

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

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

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

B.2 MINIMUM AND MAXIMUMS

CONTRACT MINIMUM AND MAXIMUM		
USMC Packs (First Article Test Units)	Firm Quantity: 2	
Upon successful completion of First Article Test, the following is applicable:		
USMC Packs (CLIN 0002)	Minimum: 1	Maximum: 245,721
Spare Components (CLIN 0003 through 0025)	Minimum: 23 (all CLINs combined)	Maximum: 2,387,000 (all CLINs combined)
Training Materials (CLIN 0026 through 0028)	Minimum: 3 (all CLINs combined)	Maximum: 56,000 (all CLINs combined)

B.3 SECTION B PRICING INSTRUCTIONS

Follow the below instructions for particular CLIN pricing. Offerors are advised that pricing for all CLINs shall be effective for a sixty (60) month ordering period, beginning at time of contract award and ending sixty (60) months thereafter.

(a) **First Article Test Items (CLIN 0001):** Fill-in unit prices and the total amount.

(b) **Production Systems (CLIN 0002):** Fill in the maximum amount for the step-ladder priced CLIN using the following methodology:

STEP LADDER QUANTITY CALCULATION INSTRUCTIONS

Using the Offeror Pricing Spreadsheets develop step-ladder (i.e., incremental) unit pricing for CLIN 0002 based upon your preference of quantity ranges (e.g., 1-60,000, 60,001-120,000, 120,001-180,000, and 180,001-245,721) with the last range ending with the maximum quantity identified for a particular CLIN (e.g., CLIN 0002 maximum quantity is 245,721). Maximum quantities are identified for each CLIN in Section B has already been populated with the maximums for each CLIN. **Note: No more than four (4) price ranges will be permitted.**

The price for each CLIN with a step-ladder quantity (e.g., 1-60,000) shall be multiplied by the maximum quantity in that respective range (e.g., 60,000), and by the weighted percentage of the total amount (e.g., \$3,000,000/\$24,200,235=12.40%) to determine the incremental weighted unit price (e.g., \$6.20). The incremental weighted unit prices (e.g., \$6.20+\$10.04+\$11.90+\$12.44) shall then be summed to yield a final weighted unit price (e.g., \$40.58). The evaluated price for the CLIN is the midpoint weighted unit price X the maximum quantity for the CLIN (e.g., \$40.58 X 245,721=\$9,971,358). The sample for CLIN 0002, is detailed below:

Sample for CLIN 0002 Maximum Ordering Quantity of 245,721

Range		Price	Amount	Based upon a logical % of the buy, break out the distribution as follows:		
1	60,000	\$50	\$3,000,000	12.40%	\$6.20	
60,001	120,000	\$45	\$5,400,000	22.31%	\$10.04	
120,001	180,000	\$40	\$7,200,000	29.75%	\$11.90	
180,001	245,721	\$35	\$8,600,235	35.54%	\$12.44	
			\$24,200,235	100.0%	\$40.58	= Mid-point weighted average price
					\$9,971,358	= Total Evaluated price for CLIN 0002

Based on the above sample, the maximum amount for CLIN 0002 is \$9,971,358.

(c) **Spare and Sustainment Components (CLINs 0003 through 0025):** Fill-in the maximum amount for each of the step-ladder priced CLINs. Offerors are instructed to utilize the methodology described for the production systems in order to calculate a “total evaluated price” for each applicable CLIN. The price for

each respective CLIN shall be valid for the entire ordering period, which begins at time of contract award and concludes sixty (60) months thereafter.

(d) Training Materials (CLINs 0026 through 0028): Fill-in the maximum amount for each of the step-ladder priced CLINs. Offerors are instructed to utilize the methodology described for the production systems in order to calculate a “total evaluated price” for each applicable CLIN. The price for each respective CLIN shall be valid for the entire ordering period, which begins at time of contract award and concludes sixty (60) months thereafter.

(e) Status Reports (CLIN 0029): Not Separately Priced.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	First Article Test Units FFP USMC Pack System, all components assembled, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. FOB: Destination	2	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	USMC Pack System, Excluding Sub-Belt FFP USMC Pack System , Excluding Sub-Belt (all components assembled), over-packed with the approved USMC Pack Instruction Card, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-35,000: (b) (4) ; 35,001-140,000: (b) (4) ; 140,001-185,000: (b) (4) ; 185,001-245,721 (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	245,721	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Main Pack, Assembled and Pouches FFP Main Pack, Assembled and Pouches, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-500: (b) (4) 501-1,500: (b) (4) ; 1,501-11,500: (b) (4) 11,501-20,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	20,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Complete Pack Suspension, Assembled FFP Complete Pack Suspension, Assembled (Frame with Hip Belt and Shoulder Harness Assembly) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-1,500: (b) (4); 1,501-5,000: (b) (4); (b) (4) 5,001-15,000 (b) (4); 15,001-20,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	20,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Main Bag ONLY FFP Main Bag ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-2,500: (b) (4) 2,501-10,000 (b) (4) 10,001-45,000: (b) (4) 45,001-60,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	60,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		25,000	Each	(b) (4)	(b) (4)

Frame ONLY
FFP

Frame ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein.

Quantity ranges are as follows: 1-500: (b) (4); 501-5,000: (b) (4); 5,001-15,000: (b) (4); 15,001-25,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016.

FOB: Destination

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		75,000	Each	(b) (4)	(b) (4)

Hip Belt, Complete
FFP

Hip Belt with Buckle Attached, Complete, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-2,500: (b) (4);

2,501-10,000: (b) (4); 10,001-55,000: (b) (4); 55,001-75,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016.

FOB: Destination

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Hip Belt Buckle Repair Kit FFP Hip Belt Buckle Repair Kit in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-2,500: (b) (4) 2,501-10,000: (b) (4) ; 10,001-52,500: (b) (4) ; 52,501-75,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	75,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Shoulder Harness Assembly FFP Shoulder Harness Assembly, Complete, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-2,500 (b) (4) ; 2,501-10,000: (b) (4) ; 10,001-62,500: (b) (4) 62,501-75,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	75,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		150,000	Each	(b) (4)	(b) (4)

Sustainment Pouch
FFP

Sustainment Pouch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein.

Quantity ranges are as follows: 1-10,000: (b) (4); 10,001-45,000 (b) (4) (b) (4) 45,001-100,000 (b) (4); 100,000-150,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016.

FOB: Destination

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011		150,000	Each	(b) (4)	(b) (4)

Hydration Pouch
FFP

Hydration Pouch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein.

Quantity ranges are as follows: 1-10,000: (b) (4) 10,001-45,000 (b) (4) (b) (4) 45,001-100,000: (b) (4); 100,000-150,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016.

FOB: Destination

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Assault Pack, with Assault Pouch FFP Assault Pack, with Assault Pouch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-7,500 (b) (4); 7,501-15,000: (b) (4); 15,001-32,500: (b) (4); 32,501-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	50,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	Assault Pack ONLY FFP Assault Pack ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-7,500: (b) (4); 7,501-12,500: (b) (4); 12,501-20,000: (b) (4); 20,000-30,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	30,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Assault Pouch ONLY FFP	50,000	Each	(b) (4)	(b) (4)

Assault Pouch ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-7,500: (b) (4); 7,501-15,000: (b) (4); 15,001-30,000: (b) (4); 30,001-50,000 (b) (4) for the ordering period of 16 September 2011 through 15 September 2016.
FOB: Destination

MAX
NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	Replacement Plastic Internal Stiffener FFP	5,000	Each	(b) (4)	(b) (4)

Replacement Plastic Internal Stiffener, Assault Pack ONLY, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-500: (b) (4); 501-1,000: (b) (4); 1,001-2,950 (b) (4); 2,951-5,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016.
FOB: Destination

MAX
NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Hydration System, Assembled FFP Hydration System, Assembled, includes Hydration Carrier, Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-1,250: (b) (4); 1,251-10,000: (b) (4); 10,001-35,000: (b) (4) 35,001-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	50,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Hydration Bladder FFP Hydration Bladder: Bladder ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-10,000: (b) (4); 10,001-62,500: (b) (4); 62,501-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	100,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Hydration Bladder System FFP Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-25,000: (b) (4); 25,001-295,000 (b) (4); 295,001-400,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	400,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	Hydration Tube Kit FFP Hydration Tube Kit: Hydration Tube, with Cover, Tube Holder and with Bite Valve with Attached Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-25,000: (b) (4); 25,001-75,000: (b) (4); 75,001-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	100,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	Tube Holder FFP Tube Holder in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-25,000: (b) (4); 25,001-145,000: (b) (4); 145,001-200,000: (b) (4) for the ordering period of September 2011 through September 2016. FOB: Destination	200,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	Hydration Bite Valve with Cover FFP Hydration Bite Valve with Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-10,000: (b) (4); 10,001-75,000: (b) (4); 75,001-100,000: (b) (4) for the ordering period of September 2011 through September 2016. FOB: Destination	100,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	Sub Belt FFP Sub Belt in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-12,500: (b) (4); 12,501-50,000: (b) (4); 50,001-250,000 (b) (4); 250,501-300,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	300,000	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	Sternum Cinch FFP Sternum Cinch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-15,000: (b) (4); 15,001-25,000: (b) (4); 25,001-105,000: (b) (4); 105,001-150,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	150,000	Each	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024	USMC Pack Buckle Repair Kit - User Level FFP USMC Pack Buckle Repair Kit - User Level, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4); 5,001-25,000: (b) (4); 25,001-110,000: (b) (4); 110,001-200,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	200,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025	USMC Pack Buckle Repair Kit - Unit Level FFP USMC Pack Buckle Repair Kit - Unit Level Bulk Kit in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-200 (b) (4); 201-500 (b) (4); 501-1,500: (b) (4); 1,501-2,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	2,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026	USMC Pack Instruction Card FFP USMC Pack Instruction Card in accordance with (IAW) the Statement of Work, CDRL A001 (Attachment J.5) and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-1,000: (b) (4); 1,001-10,000: (b) (4); 10,001-35,000: (b) (4); 35,001-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	50,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027	USMC Pack System Posters FFP USMC Pack System Posters in accordance with (IAW) the Statement of Work, CDRL A002 (Attachment J.5) and additional contract terms and conditions specified herein. Quantity range is as follows: 1-500: (b) (4) for the ordering period 16 September 2011 through 15 September 2016. FOB: Destination	500	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028	USMC Pack Assembly and Use Videos FFP USMC Pack Assembly and Use Videos in accordance with (IAW) the Statement of Work, CDRL A003 (Attachment J.5) and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1: (b) (4) 2-50: (b) (4) ; 51-75: (b) (4) ; 76-100: (b) (4) each for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	100	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Status Reports FFP Monthly Status Reports in accordance with (IAW) the Statement of Work, CDRL A004 (Attachment J.5) and additional contract terms and conditions specified herein. FOB: Destination	1	Lot		NSP
NET AMT					

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1 BACKGROUND

MARCORSYSCOM is seeking to replace the currently fielded pack system, named the Improved Load Bearing Equipment (ILBE), due to the system's lack of integration with fielded torso body armor systems. The ILBE is one component of the Family of Improved Load Bearing Equipment (FILBE) managed by the Program Manager, Infantry Combat Equipment.

Subject Matter Expert conferences and an online ILBE user survey were conducted in the summer of 2009. The report generated from these efforts specifically focuses on the ILBE's lack of integration with torso body armor. Upon receipt of these results, the Capabilities Integration Officer reviewed the ILBE requirement and provided a clarification letter to the ILBE Capability Development Document, which authorized MARCORSYSCOM to seek a new material solution to satisfy the Marine Corps field pack requirement and serve as a replacement for the ILBE. In addition to the user identified deficiencies, the ILBE's status as a sole source item has restricted Defense Logistics Agency Troop Support's ability to sustain the existing system beyond October 2013. Taken together, these issues have prompted PM ICE to develop a new program to replace the ILBE component of the FILBE.

The USMC Pack system will replace the ILBE component of FILBE as outlined in the Family of Load Bearing Equipment Purchase Description dated 10 May 2011. The following FILBE Components are NOT included in the USMC Pack Request for Proposal: the Chest Rig, USMC Equipment Pouches, USMC Holster, USMC Corpsman Assault Pack, and Individual Water Purification System.

C.2 SCOPE

The Contractor shall furnish the services, personnel, facilities, equipment and materials required to produce and deliver the USMC Pack system, spare/sustainment parts, training materials and status reports outlined under this contract in accordance with (IAW) the FILBE Purchase Description (PD) dated 10 May 2011 and the required delivery schedule under Section F. The Contractor shall further accomplish any additional requirements set forth in this Statement of Work.

C.3 TECHNICAL DATA AND REPORTS

C.3.1 USMC Pack Instruction Card: The Contractor shall provide draft and final versions in accordance with CDRL A001 (Attachment J.5)

C.3.2 USMC Pack System Posters: The Contractor shall provide draft and final versions in accordance with CDRL A002 (Attachment J.5)

C.3.3 USMC Pack Assembly and Use Video: The Contractor shall provide draft and final versions in accordance with CDRL A003 (Attachment J.5)

C.3.4 Contract Status Report. The Contractor shall provide a monthly contract status report in accordance with CDRL A004 (Attachment J.5).

C.4. TASKS

C.4.1 Commercial Products/Standard Parts. The Contractor shall use commercial products, processes, and practices when possible to reduce production and operation support costs unless a material or part is specified in the FILBE PD. In any case where not specified in the FILBE PD, and it is technically and economically feasible, a standard part will be used rather than a non-standard part. A standard part is one that is routinely available in the government inventory or commercial supply channels and is not sole source or proprietary in nature. Any non-standard part shall be identified by the Contractor to the Government for written approval prior to use in the USMC Pack system.

C.4.2 Product Improvements. Future improvements are encouraged in weight reduction, durability, functionality, and cost during the contract term. Product improvements may be proposed by either the Contractor or the Government to eliminate operational shortcomings, improve operational effectiveness, accommodate fielding requirements, or provide savings to the Government. No product improvements will be considered prior to contract award.

C.4.3 Engineering Change Proposal (ECP). The Contractor may submit an ECP at its own initiative and own expense. The Contractor may be required to submit Production Demonstration Models (PDMs) or a portion of a PDM to demonstrate the effectiveness of the proposal. Technologies that increase performance, durability, and service life of the USMC Pack system are a priority. No ECPs will be considered prior to contract award. See clause 52.248-1 in the Federal Acquisition Regulation.

C.4.4 Training Materials. The Contractor shall develop, construct, produce and provide the USMC Pack Instruction Card, USMC Pack Assembly and Use Video, and USMC Pack System Posters.

C.4.4.1 USMC Pack Instruction Card: The USMC Pack Instruction Card shall provide the user with information necessary for installation, operation, maintenance, and training of the USMC Pack system. The USMC Pack Instruction Card shall list all USMC Pack components with either a photograph or drawing, quantity included and National Stock Number(s). The USMC Pack Instruction Card shall clearly depict the assembly, disassembly and fitting of the USMC Pack system, as well as adjustment for height and other personal physical characteristics. Serviceability criteria, authorized cleaning procedures, and warning information shall be included in the instruction card. The USMC Pack Instruction Card shall be printed on a durable, weather-resistant material and be a minimum of 11 x 17 inches capable of being folded into a small manual no larger than 5 inches wide and 6 inches long.

C.4.4.2 USMC Pack System Posters: The USMC Pack System Poster shall provide the information necessary for installation, operation, maintenance, and training of the USMC Pack system. At a minimum, the posters shall be a minimum of 24" X 30", printed in color, and depict the same information as the USMC Pack Instruction Card in a larger, easier to read format suitable for installation on a wall. The USMC Pack System Poster shall be printed on a durable, weather resistant material and include grommet holes within one (1) inch of each corner.

C.4.4.3 USMC Pack Assembly and Use Video: The instructional video shall be a professionally developed and filmed video no less than 15 minutes and no more than 45 minutes in duration. At a minimum, the instructional video shall identify all USMC Pack system components, the assembly, disassembly, fitting and any adjustments in use for the USMC Pack system. Any known alternate configurations shall also be demonstrated. The USMC Pack Assembly and Use Video shall include segment for each major component, assembly, disassembly, and adjustments to allow the viewer to choose a specific segment for viewing. Marines will be provided for use in filming the final video. Civilians will not be filmed within the video. Approval of script, storyboard, format, and instructional approach must be provided by PM ICE prior to filming the final video.

C.5 TEST AND EVALUATION

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

C.5.2 First Article Test Requirements.

- (a) The Contractor shall deliver two (2) USMC Pack complete production systems for verification no later than 45 days after award of delivery order 0001 IAW FILBE PD dated 10 May 2011.
- (b) The Government's First Article Test will rate the USMC Pack complete production systems as Acceptable or Unacceptable based on the following definitions:

- a. **Acceptable:** The USMC Pack complete production systems meet the requirements specified in the FILBE PD dated 10 May 2011. See C.5.2.c for specific tests and associated grading criteria.
 - b. **Unacceptable:** Failure to meet one or more of the requirements specified in the FILBE PD dated 10 May 2011. See C.5.2.c for specific tests and associated grading criteria.
- (c) The Government's First Article Tests, to include any additional First Article Tests required to validate revised or new designs, will include the following in accordance with the FILBE PD dated 10 May 2011
- a. **Certificate of Conformance (CoC) Review:** CoC will be reviewed for all materials used in the USMC Pack complete production systems. Any item/material found not to meet the specified requirement will render the proposal unacceptable
 - b. **End Item Visual Examination:** End item visual evaluation will be conducted against tables III, X and XI as outlined in the FILBE PD dtd 10 May 2011.
 - i. Pass/Fail Criteria is as follows:
 - 1. Table III. Infrared Spectral Reflectance Requirements for Coyote 498.
 - a. When the measured reflectance values at four or more wavelengths do not meet the limits specified, it shall constitute a test failure and render the entire USMC Pack complete production systems unacceptable.
 - 2. Table X. Infrared Spectral Reflectance Requirements for Black 357
 - a. When the measured reflectance values at four or more wavelengths do not meet the limits specified, it shall constitute a test failure and render the entire USMC Pack complete production systems unacceptable.
 - 3. Table XI. End Item Visual Examination
 - a. Pass/Acceptable: Majors ≤ 3 , Minors ≤ 6
 - b. Fail/Unacceptable Majors > 3 , Minors > 6
 - c. **End Item Dimensional & Fit Evaluation:** End Item Dimensional Examination and End Item Fit Examinations will be conducted against Table XII and XIII of the FILBE PD dated 10 May 2011. If required, the USMC Pack complete production system may also be evaluated against one or more tests listed in Table XIV of the FILBE PD dtd 10 May 2011.
 - i. Pass/Fail Criteria is as follows:
 - 1. Table XII. End Item Dimensional Examination
 - a. Pass/Acceptable: Majors ≤ 1 , Minors ≤ 3
 - b. Fail/Unacceptable Majors > 1 ; Minors > 3
 - 2. Table XIII. End Item Fit Examination
 - a. Failure to meet the End Item Fit Examination requirement shall constitute failure and render the USMC Pack complete production system technically unacceptable.
 - 3. Table XIV. Material Tests
 - a. Failure to meet three or more of the Material Test requirements shall constitute failure and render the USMC Pack complete production system technically unacceptable.
 - d. **Compliance with Performance Requirements:** The USMC Pack complete production system and/or components will be evaluated per the FILBE PD dtd 10 May 2011, to include the following:
 - i. The Frame shall be evaluated against the requirements listed in paragraph 3.3.2.
 - ii. The Hydration Bladder System shall be evaluated against the requirements listed in paragraph 3.3.11, to include 3.3.11 through 3.3.11.4.
 - iii. The Sternum Cinch shall be evaluated against the requirements of paragraph 3.3.12.
 - iv. The Sub-Belt shall be evaluated against the requirements of paragraph 3.3.13.
 - v. The system, as a whole, shall be evaluated for durability against the requirements of paragraph 3.30, to include 3.30 through 3.30.4.

- (d) The Government reserves the right to exclude a component from testing based on pre-existing test results. For those components authorized an exemption, additional testing is not required but may be performed as deemed necessary by the Government. The Government reserves the right not to conduct any or all tests. **If a specified component is substituted, the Government reserves the right to test the substituted item to ensure equivalency.** If exemptions have not been granted, should a test be conducted on one offeror's PDM, that test shall be conducted on all other offerors PDMs.
- (e) The Government's First Article Test may include verification of any or all of the requirements specified in the FILBE PD dated 10 May 2011.
- (f) First Article Test approval remains in effect and production may continue per the provisions in the First Article Test Approval Letter.

C.6 CONFIGURATION MANAGEMENT

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

C.6.2 The Contractor shall not deviate from the Government Configuration Management (CM) process for the control of material utilized in the Family of Improved Load Bearing Equipment PD. The Contractor shall furnish, with each lot submitted to the government, the associated Certificates of Conformance (CoC) and lots of raw material used in each lot presented to the Government. The principles contained in MIL-HDBK-61 may be used for guidance.

C.7 LOT INSPECTION AND QUALITY ASSURANCE

C.7.1 End item acceptance shall be conducted on site by the government representative IAW the Quality Letter of Instruction. Only systems that have been produced utilizing the same methods used to construct the acceptable Government First Article Test articles shall be used during production. The Contractor shall assign lot numbers to each lot produced and shall be able to track each lot number back to raw materials.

C.7.2 Unless otherwise specified, at a minimum, the Contractor's quality plan shall be performed in accordance with ANSI/ASQC Z1.4 General Inspection Level II and an AQL of 2.5 for majors and an AQL of 4.0 for minors. The lot size shall be expressed in units of USMC Pack systems. A sample unit shall be one complete USMC Pack system. Conformance inspection shall be in accordance with the FILBE PD.

C.7.3 The Contractor shall maintain within its CM process all material CoCs associated with FAT and deliverable items associated to each lot submitted to the Government and shall be provided to the Government upon request. The Government reserves the right to conduct varied or additional QA and/or verification tests against any or all requirements of the contract and/or its specifications at any time as a condition of acceptance. Testing may be performed at either a Government or commercial test facility. Any change in material or variance of CoCs must be approved by the Government in writing prior to its adoption.

C.8 PROGRAM MANAGER The Contractor shall designate a Program Manager. This individual shall serve as the primary point of contact between the Government and Contractor, and shall be responsible for the coordination of all Contractor activities related to the contract.

C.9 POST AWARD CONFERENCE A Post Award Conference may be held, if deemed necessary, by the Government. If necessary, and at the behest of the Contracting Officer, the conference shall be hosted by the Contractor within 30 days of contract award. The Contractor, and all significant subcontractors, shall participate in the conference if held. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. To this end, discussions at the conference would focus upon project orientation, clarification and transfer of applicable background information, contract requirements, dispute resolution procedures, and identification of points of contact from contractor and government organizations.

C.10 IN PROCESS REVIEWS (IPR) The Contractor shall host and participate in IPRs, as required. Initially, IPRs will be conducted on a quarterly basis at a minimum. The IPR reviews the progress of the USMC Pack program until production ramp-up is complete and monthly production is running consistently. After reaching and sustaining full production, IPRs will be held, when deemed necessary, by the Government or at the Contractor's request. IPRs shall be conducted on dates mutually agreeable to the Government and the Contractor's Program Manager, who shall brief the production status and schedule, and any other issues related to contract execution.

C.11 WARRANTY The Contractor warrants that the USMC Pack systems are free from failures due to manufacturing defects, to include, but not limited to, workmanship, materials, or design failures, and compliance with the performance specifications in the FILBE PD for 12 months from receipt of delivery.

Section D - Packaging and Marking

INSTRUCTIONS

D.1 Delivered System Assembly

D1.1. **Complete USMC Pack System (all components assembled)**. Complete USMC Pack System (reference CLIN 0001 First Article Test Units) shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sub-belt shall also be placed inside the main bag and the bag secured. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. Initial draft version of the USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D1.2. **USMC Pack System, excluding Sub-Belt (all components assembled)**. USMC Pack System, excluding Sub-Belt (all components assembled) (reference CLIN 0002), shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. The approved USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D.2. Packaging and Shipping

D.2.1 **Packaging**. Packaging shall be accomplished IAW the current version of MIL STD 130 ensuring the items reach their final destination in their original condition. All shipments will be on a 40 X 48 inch four way pallet (standard military pallet).

D.2.2 **Marking**. All shipping containers shall be marked with durable, legible print that includes quantities, lot numbers, weight, and cube dimensions, as well as the contract and delivery order number and the Contractor's name and address. All marking will be IAW current versions MIL STD 129 and MIL STD 130.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
0013	Origin	Government	Origin	Government
0014	Origin	Government	Origin	Government
0015	Origin	Government	Origin	Government
0016	Origin	Government	Origin	Government
0017	Origin	Government	Origin	Government
0018	Origin	Government	Origin	Government
0019	Origin	Government	Origin	Government
0020	Origin	Government	Origin	Government
0021	Origin	Government	Origin	Government
0022	Origin	Government	Origin	Government
0023	Origin	Government	Origin	Government
0024	Origin	Government	Origin	Government
0025	Origin	Government	Origin	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

(2) The Government's request shall specify the period and method of the advance notification and the Government

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

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

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

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

(End of clause)

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

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

Title	Number	Date	Tailoring
-------	--------	------	-----------

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

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

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

DELIVERIES**F.1 DELIVERY INFORMATION**

F.1.1 Initial Delivery Orders

F.1.1.1 CLIN 0001, First Article Test (FAT) Units, quantity of (2), shall be delivered to the following address, no later than 45 days after contract award:

Natick Soldier Research, Development and Engineering Command
 Attn: Trevor Scott
 4 Kansas Street
 Natick, MA 01760

F.1.1.2 Upon notification of First Article approval and production release, CLIN 0002 USMC Pack Systems, excluding sub-belt, assembled, over-packed with the approved USMC Pack Instruction Card, maximum quantity of 236,091, shall be delivered at the following minimum production rate to the addresses provided in Attachment J.6, Delivery Locations:

No Later Than 45 days after date of FAT approval: quantity of 2,510 systems
 No Later Than 75 days after date of FAT approval: quantity of 5,000 systems
 No Later Than 105 days after date of FAT approval: quantity of 10,000 systems
 No Later Than 135 days after date of FAT approval: quantity of 15,000 systems
 No Later Than 165 days after date of FAT approval, the Offeror shall deliver and maintain a monthly minimum delivery of 20,000 USMC Pack Systems unless otherwise specified by the Government.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a Transportation Control Number (TCN) for each shipment.

F.1.1.3 CLIN 0026, USMC Pack Instruction Card, maximum quantity of 50,000, reference CDRL A001 (Attachment J.5), shall be delivered to PM ICE (Quantico, VA) at the address provided in Attachment J.6, Delivery Locations, no later than 40 days after FAT approval.

F.1.1.4 CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) as follows:

The first report is due 30 calendar days from the date of delivery order 0001 award and shall be submitted monthly thereafter during the performance of the delivery order.

The report shall be sent via email to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr. Shaundell Watson at Shaundell.Watson@usmc.mil.

F.1.1.5 Items that are being delivered to a Government Container Consolidation Point (CCP) (i.e., Tracy, CA) are being forwarded for onward movement overseas in quantities to be specified at time of contract award. Forward movement freight charges shall be borne by the Government.

Shipments to overseas locations via the CCP must meet the MIL-STD-129 requirement for a bar-coded Military Shipping Label. In addition, a packing slip must be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. The Mark For and/or TCN must be clearly visible on all documentation to ensure accurate and prompt identification by the CCP. Questions concerning the shipment of quantities to CCP shall be directed to the project officer identified in the delivery order after contract award.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a TCN for each shipment.

F.1.2 Subsequent Delivery Orders

F.1.2.1 CLINs 0002 through 0025 delivery instructions will be specified via the award of subsequent delivery orders. For pricing purposes, the Contractor is advised that production quantities for said CLINs may be divided at the following *estimated* percentage between the following locations:

LOCATION	Ship-to Address	%
I MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI AVENUE A BLDG 2230 22 AREA CAMP PENDLETON CA 92055-5031	20%
II MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI FIR AND CENTER STREETS BLDG 1501 CAMP LEJEUNE NC 28542-5000	20%
III MEF JAPAN	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: TRAFFIC MANAGEMENT OFFICER MF L00773 CONSOL ISSUE FACILITY BLDG 500 BAY 3 CAMP KINSER 789 5458 OKINAWA JP <i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/holly.greer@usmc.mil to obtain TCN for each shipment.</i>	10%
III MEF HAWAII	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: LION VALLEN INDUSTRIES MF M98449 MCB CONSOLIDATE ISSUE FAC MOKAPU ROAD BUILDING 4075	5%

	MCBH KANEOHE BAY HI 96863 <i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/holly.greer@usmc.mil to obtain TCN for each shipment.</i>	
BARSTOW	PM-ICE WAREHOUSE OPERATIONS A STREET NEBO ANNEX WHSE 3 MARINE CORPS LOGISTICS BASE BARSTOW CA 92311	40%
NCR	RIF DISTRIBUTION CENTER ATTN: RIF REP 703-432-3327 1001 POTOMAC AVE QUANTICO VA 22134-5074	5%

F.1.2.2 CLINs 0027 through 0029 delivery instructions will be specified via the award of subsequent delivery orders and shall be delivered as follows:

CLIN 0027: USMC Pack System Posters, maximum quantity of 500, reference CDRL A002 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0028: USMC Pack Assembly and Use Videos, maximum quantity of 100, reference CDRL A003 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) via email to to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr. Shaundell Watson at Shaundell.Watson@usmc.mil. The first report is due 30 calendar days from the date of the delivery order award and shall be submitted monthly thereafter during the performance of the delivery order.

F.2 CONSIDERATION FOR LATE DELIVERIES

F.2.1. The Contractor shall be assessed four percent (rounded to the nearest whole number) of any late contract line item at "no cost" to the Government. Late is defined as not inspected and accepted at the Contractor's facility by the required date. Consideration due the Government will only be applicable in cases where late inspection and acceptance is caused by an occurrence within the reasonable control of the Contractor. A new CLIN will be incorporated for these quantities into the Delivery Order for which the late inspection and acceptance occurred. This consideration is in addition to the contract quantities.

F.2.2. Further consideration shall be due to the Government at a rate of 10% additional consideration to be assessed every 30 days any USMC Pack CLINs are late. This monthly assessment will be compoundable (see below).

<u>Days Delinquent</u>	<u>Calculation</u>	<u>Example of Qty Due (1000 late CLIN 0002)</u>
< or = 30		Quantity + additional 4% 1000 + (1000*.04) = 1040
31 < or = X < or = 60		(Quantity * 104%) 110% 1040 * 1.1 = 1144
61 < or = X < or = 90		((Quantity * 104%) 110%)110% 1144 * 1.1 = 1259 1250 (See Note)

Note: The total consideration will not exceed 25% of the original delinquent quantity.

F.2.3. Consideration will not be assessed without discussions between the Government and the Contractor. If the Contractor is ahead or behind "scheduled" inspection and acceptance going into any month and does not meet the

"scheduled" inspection and acceptance for that month, consideration will be assessed on the "net" number of systems that are delinquent (e.g., if 100 CLIN 0002 items were inspected and accepted ahead of schedule in one month and the Contractor is late on inspection and acceptance of 150 CLIN 0002 items in the subsequent month, consideration will only be assessed on 50 CLIN 0002 items).

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

ADMINISTRATION**G.1 ACCOUNTING AND APPROPRIATION DATA**

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

G.2 CONTRACTOR'S CONTRACT ADMINISTRATION

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

Name and Title	<u>Mr. Joshua Canas, Contract Manager</u>
Responsible Office	<u>Contracts</u>
Address	<u>Eagle Industries Unlimited, Inc</u> <u>1000 Biltmore Drive</u> <u>Fenton, MO 63026</u>
Remittance	<u>Eagle Industries Unlimited, Inc.</u> <u>SDS-12-2906</u> <u>PO BOX 86</u> <u>Minneapolis, MN 55486-2906</u>
Telephone Number	<u>(636) 717-1837</u>
DUNS #	<u>027222751</u>
CAGE #	<u>0D1Z5</u>

G.3 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE/FAX	EMAIL
PROCURING CONTRACTING OFFICER (PCO)	Ms. Peggy Smith	Commander Marine Corps Systems Command Contracts Directorate CT023 2200 Lester Street Quantico, VA 22134	(703) 432-3178 (703) 432-3322 (Fax)	Peggy.L.Smith1@usmc mil
ADMINISTRATIVE CONTRACTING OFFICER (ACO)	DCMA Chicago (DoDAAC: S1403A)	1523 West Central Road Bldg. 203 Arlington Heights, IL 60005-2451	(224) 625-8206 (224) 625-9957 (Fax)	DCMACHICAGO@ DCMA.MIL

PLACE OF PERFORMANCE ADMINISTRATIVE CONTRACTING OFFICER (ACO) Responsible for Inspection and Acceptance at Place of Origin	DCMA St. Petersburg (DoDAAC: S1109A)	830 Central Avenue Suite 500 St. Petersburg, FL 33701	(727) 258-9575/9511 (727) 258-9502 (Fax)	DCMASTPETERSBURGCASD @DCMA.MIL
TECHNICAL POINT OF CONTACT (TPOC)	Major Amy S. Cahoon Team Lead Load Bearing Team PM, Infantry Combat Equipment (ICE)	Commander Marine Corps Systems Command PG16 Combat Equipment and Support Systems 2200 Lester Street Quantico, VA 22134	(703) 432-5309 (703) 432-3322 (Fax)	Amy.Cahoon@usmc.mil
PAYMENT OFFICE	DFAS Columbus Center (DoDAAC: HQ0339)	DFAS-CO/West Entitlement Operations PO BOX 182381 Columbs, OH 43218- 2381	(800) 756-4571 (877) 749-4843 (Fax)	Not Applicable

G.4 WIDE AREA WORKFLOW (INVOICING) INSTRUCTIONS

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

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

The USMC WAWF-RA point of contact for this contract is MCSC DFM MAO and can be reached on 703.432.4370 email MCSC_DFM_MAO@usmc.mil.

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

Data entry information in WAWF:

	<u>CLIN 0001, 0026 - 0029</u>		<u>CLINs 0002-0025, 0027 and 0028</u>	
Payment Office DoDAAC:	HQ0339		HQ0339	
Issue By DoDAAC:	M67854		M67854	
Admin Office DoDAAC:	S1403A		S1403A	
Ship To:	M67854 PG16		TBD	
Inspect By DoDAAC:	M67854	S1109A		
Contract Number:	M67854-11-D-3071		M67854-11-D-3071	
	delivery order TBD		delivery order TBD	

*****SPECIAL NOTE*****

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on “ Send Additional Email Notifications” block on the page that appears. Add the USMC WAWF-RA POC’s email address in the first email address block, the alternate POC’s (to include the Project Officer, MAJ Amy Cahoon (Amy.Cahoon@usmc.mil) and her designated representative Mr. Paul Lee (Paul.M.Lee@usmc.mil), and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

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

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS
H.1 AWARD OF DELIVERY ORDERS

H.1.1 Initial Delivery Orders (Delivery Order 0001)

- (a) First Article Test (FAT) Units (CLIN 0001) will be purchased from each awardee.
- (b) Initial funding (i.e., FY 11 funding) for the procurement of a maximum quantity of 236,091 USMC Packs (CLIN 0002), a maximum quantity of 50,000 USMC Pack Instruction Cards (CLIN 0026), and Status Reports (CLIN 0029) will be allocated amongst the awardees in the inverse percentage of a particular awardee’s total evaluated price for all CLINs related to a particular system in relation to the sum of each awardee’s total evaluated price for all CLINs related to a particular system.

Example: Two (2) Contract Awards For USMC Packs, Instruction Cards and Status Reports

- P₁= Total Evaluated USMC Pack Price For Awardee 1 (i.e., \$100,000,000)
- P₂= Total Evaluated USMC Pack Price For Awardee 2 (i.e., \$110,000,000)
- O₁= % of dollar value of order For Awardee 1 (i.e., 52.4%)
- O₂= % of dollar value of order For Awardee 2 (i.e., 47.6%)

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

In the above example, Awardee 1 (O₁) would receive 52.4% of the available funds and Awardee 2 (O₂) would receive 47.6% of the funds available.

H.1.2 Subsequent Delivery Orders

In accordance with FAR 16.505 (b), awardees will be provided a fair opportunity to be considered for subsequent delivery orders (i.e., orders issued after delivery order 0001). The award of subsequent delivery orders will be based on a number of factors including ability to meet delivery schedule, past performance on previous orders and price.

Delivery orders will be placed against this contract by the Government using a DD Form 1155. In accordance with FAR clause 52.216-18, orders may be issued orally, by mail, by facsimile, or electronically (such as email). If mailed or transmitted by facsimile, a delivery order is considered “issued” when the Government deposits the order in the mail or transmits the order by facsimile. Mailing includes transmittal by U.S. mail or private delivery services. If issued electronically, the order is considered “issued” when an executed order has been sent to the contractor electronically by the Government.

H.2 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

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

H.3 CONTRACT CHANGES

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

H.4 SUBCONTRACTING PLAN

Eagle Industries Unlimited's Subcontracting Plan, dated 27 July 2011, as provided in Attachment J.7, is hereby incorporated.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	(INVALID EFF_DT) Small Business Subcontracting Plan (JAN 2011) Alternate II	DEC 1900
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7012	Liability and Insurance	AUG 2003
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
52.203-3	Gratuities	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **two (2) complete USMC Pack Systems** unit(s) of Lot/Item **CLIN 0001** within **45** calendar days from the date of this contract to the Government at **the location identified in Section F, Deliveries.** for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **30** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

- (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **60 months** [insert dates].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 USMC Pack** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of **what is contracted for under the applicable CLIN identified in Section B;** (insert dollar figure or quantity);
- (2) Any order for a combination of items in excess of **the total amount contracted for under all CLINs identified in Section B; or** (insert dollar figure or quantity); or

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

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

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **all quantities ordered during the 60 month period of performance have been delivered.** [insert date].

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and

signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011and updated 14 July 2011
Attachment J.2	Drawings
Attachment J.3	Patterns
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan

SOLICITATION, OFFER AND AWARD			1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 42			
2 CONTRACT NO M67854-11-D-3070		3 SOLICITATION NO M67854-11-R-3019		4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5 DATE ISSUED 27 Jun 2011		6 REQUISITION/PURCHASE NO	
7 ISSUED BY MAR NE CORPS SYSTEMS COMMAND CODE: CESS, PGD16 2200 LESTER ST QUANTICO VA 22134			CODE M67854		8 ADDRESS OFFER TO (If other than Item 7) See Item 7			CODE TEL: FAX	
MAR NE CORPS SYSTEMS COMMAND CODE: CESS, PGD16 2200 LESTER ST QUANTICO VA 22134			TEL: 703-432-3178 FAX 703-432-3322					TEL: FAX	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL:		A NAME PEGGY SMITH	B TELEPHONE (Include area code) (NO COLLECT CALLS) 703-432-3178	C. E-MAIL ADDRESS Peggy.L.Smith1@usmc.mil
--------------------------	--	-----------------------	--	--

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	35 - 41
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 18	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	19 - 23	X	J	LIST OF ATTACHMENTS	42
X	D	PACKAGING AND MARKING	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	25 - 27	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	28 - 30		L INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	31 - 32	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	33 - 34				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		Net 30 Days			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE 8A749	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
PROPPER INTERNATIONAL INC DENNY MART NEZ 1040 WF BRENNAN ST MAYAGUEZ PR 00682-1365				(b) (6) / GOVERNMENT BUSINESS POC	
15B. TELEPHONE NO (Include area code)		15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
(b) (6)		<input type="checkbox"/>		18. OFFER DATE	

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED		20 AMOUNT \$172,315,608.27		21 ACCOUNTING AND APPROPRIATION	
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		ITEM	
24 ADMINISTERED BY (If other than Item 7)		CODE S1109A	25 PAYMENT WILL BE MADE BY		CODE HQ0338
DCMA ST. PETERSBURG 830 CENTRAL AVENUE ST. PETERSBURG FL 33701		SCD: C	DFAS - COLUMBUS CENTER DFAS - CO/SOUTH ENTITLEMENT OPERATIONS (8) PO BOX 182264 COLUMBUS OH 43218-2264		
26. NAME OF CONTRACTING OFFICER (Type or print) PEGGY SMITH TEL: (703) 432-3178 EMAIL: peggy.l.smith1@usmc.mil			27 UNITED STATES OF AMERICA <i>Peggy Smith</i> (Signature of Contracting Officer)		28 AWARD DATE 16-Sep-2011

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

Section B - Supplies or Services and Prices

SCHEDULE OF SUPPLIES**B.1 BERRY AMENDMENT COMPLIANCE**

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

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

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

B.2 MINIMUM AND MAXIMUMS

CONTRACT MINIMUM AND MAXIMUM		
USMC Packs (First Article Test Units)	Firm Quantity: 2	
Upon successful completion of First Article Test, the following is applicable:		
USMC Packs (CLIN 0002)	Minimum: 1	Maximum: 245,721
Spare Components (CLIN 0003 through 0025)	Minimum: 23 (all CLINs combined)	Maximum: 2,387,000 (all CLINs combined)
Training Materials (CLIN 0026 through 0028)	Minimum: 3 (all CLINs combined)	Maximum: 56,000 (all CLINs combined)

B.3 SECTION B PRICING INSTRUCTIONS

Follow the below instructions for particular CLIN pricing. Offerors are advised that pricing for all CLINs shall be effective for a sixty (60) month ordering period, beginning at time of contract award and ending sixty (60) months thereafter.

(a) First Article Test Items (CLIN 0001): Fill-in unit prices and the total amount.

(b) Production Systems (CLIN 0002): Fill in the maximum amount for the step-ladder priced CLIN using the following methodology:

STEP LADDER QUANTITY CALCULATION INSTRUCTIONS

Using the Offeror Pricing Spreadsheets develop step-ladder (i.e., incremental) unit pricing for CLIN 0002 based upon your preference of quantity ranges (e.g., 1-60,000, 60,001-120,000, 120,0001-180,000, and 180,001-245,721) with the last range ending with the maximum quantity identified for a particular CLIN (e.g., CLIN 0002 maximum quantity is 245,721). Maximum quantities are identified for each CLIN in Section B has already been populated with the maximums for each CLIN. **Note: No more than four (4) price ranges will be permitted.**

The price for each CLIN with a step-ladder quantity (e.g., 1-60,000) shall be multiplied by the maximum quantity in that respective range (e.g., 60,000), and by the weighted percentage of the total amount (e.g., \$3,000,000/\$24,200,235=12.40%) to determine the incremental weighted unit price (e.g., \$6.20). The incremental weighted unit prices (e.g., \$6.20+\$10.04+\$11.90+\$12.44) shall then be summed to yield a final weighted unit price (e.g., \$40.58). The evaluated price for the CLIN is the midpoint weighted unit price X the maximum quantity for the CLIN (e.g., \$40.58 X 245,721=\$9,971,358). The sample for CLIN 0002, is detailed below:

Sample for CLIN 0002 Maximum Ordering Quantity of 245,721

Range		Price	Amount	Based upon a logical % of the buy, break out the distribution as follows:		
1	60,000	\$50	\$3,000,000	12.40%	\$6.20	
60,001	120,000	\$45	\$5,400,000	22.31%	\$10.04	
120,001	180,000	\$40	\$7,200,000	29.75%	\$11.90	
180,001	245,721	\$35	\$8,600,235	35.54%	\$12.44	
			\$24,200,235	100.0%	\$40.58	= Mid-point weighted average price
					\$9,971,358	= Total Evaluated price for CLIN 0002

Based on the above sample, the maximum amount for CLIN 0002 is \$9,971,358.

(c) Spare and Sustainment Components (CLINs 0003 through 0025): Fill-in the maximum amount for each of the step-ladder priced CLINs. Offerors are instructed to utilize the methodology described for the production systems in order to calculate a “total evaluated price” for each applicable CLIN. The price for

each respective CLIN shall be valid for the entire ordering period, which begins at time of contract award and concludes sixty (60) months thereafter.

(d) Training Materials (CLINs 0026 through 0028): Fill-in the maximum amount for each of the step-ladder priced CLINs. Offerors are instructed to utilize the methodology described for the production systems in order to calculate a “total evaluated price” for each applicable CLIN. The price for each respective CLIN shall be valid for the entire ordering period, which begins at time of contract award and concludes sixty (60) months thereafter.

(e) Status Reports (CLIN 0029): Not Separately Priced.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	First Article Test Units FFP USMC Pack System, all components assembled, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. FOB: Destination	2	Each	(b) (4)	(b) (4)
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	USMC Pack System, Excluding Sub-Belt FFP USMC Pack System , Excluding Sub-Belt (all components assembled), over-packed with the approved USMC Pack Instruction Card, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-50,000: (b) (4) 50,001-100,000: (b) (4) 100,001-175,000: (b) (4) (b) (4) 175,001-245,721: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	245,721	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Main Pack, Assembled and Pouches FFP Main Pack, Assembled and Pouches, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-4,000: (b) (4) ; 4,001-8,000: (b) (4) 8,001-14,000: (b) (4) ; 14,001-20,000 (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	20,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Complete Pack Suspension, Assembled FFP Complete Pack Suspension, Assembled (Frame with Hip Belt and Shoulder Harness Assembly) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-4,000: (b) (4); 4,001-8,000: (b) (4); 8,001-14,000: (b) (4); 14,001-20,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	20,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Main Bag ONLY FFP Main Bag ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-12,000: (b) (4); 12,001-24,000: (b) (4); 24,001-43,000: (b) (4); 43,001-60,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	60,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	<p>Frame ONLY FFP Frame ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-5,000: (b) (4) ; 5,001-10,000: (b) (4) ; 10,001-18,000: (b) (4) ; 18,001-25,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination</p>	25,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	<p>Hip Belt, Complete FFP Hip Belt with Buckle Attached, Complete, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-15,000: (b) (4) ; (b) (4) 15,001-30,000: (b) (4) ; 30,001-53,000: (b) (4) ; 53,001-75,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination</p>	75,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Hip Belt Buckle Repair Kit FFP Hip Belt Buckle Repair Kit in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-15,000: (b) (4); 15,001-30,000: (b) (4); 30,001-53,000: (b) (4); 53,001-75,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	75,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Shoulder Harness Assembly FFP Shoulder Harness Assembly, Complete, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-15,000: (b) (4); 15,001-30,000: (b) (4); 30,001-53,000: (b) (4); 53,001-75,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	75,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Sustainment Pouch FFP Sustainment Pouch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-30,000: (b) (4); 30,001-60,000: (b) (4); 60,001-107,000: (b) (4); 107,001-150,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	150,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Hydration Pouch FFP Hydration Pouch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-30,000: (b) (4); 30,001-60,000 (b) (4); 60,001-107,000: (b) (4); 107,001-150,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	150,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Assault Pack, with Assault Pouch FFP Assault Pack, with Assault Pouch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-10,000: (b) (4); 10,001-20,000: (b) (4); 20,001-35,000 (b) (4); 35,001-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	50,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	Assault Pack ONLY FFP Assault Pack ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-6,000: (b) (4) 6,001-12,000: (b) (4); 12,001-21,000: (b) (4) 21,001-30,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	30,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Assault Pouch ONLY FFP Assault Pouch ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-10,000: (b) (4); 10,001-20,000: (b) (4); 20,001-35,000: (b) (4); 35,001-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	50,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	Replacement Plastic Internal Stiffener FFP Replacement Plastic Internal Stiffener, Assault Pack ONLY, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity range is as follows: 1-5,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	5,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Hydration System, Assembled FFP Hydration System, Assembled, includes Hydration Carrier, Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-10,000 (b) (4); 10,001-20,000: (b) (4); 20,001-35,000: (b) (4); 35,001-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	50,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Hydration Bladder FFP Hydration Bladder: Bladder ONLY in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-20,000: (b) (4) 20,001-40,000: (b) (4); 40,001-71,000: (b) (4); 71,001-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	100,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Hydration Bladder System FFP Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-81,000: (b) (4); 81,001-162,000 (b) (4); 162,001-285,000 (b) (4); 285,001-400,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	400,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	Hydration Tube Kit FFP Hydration Tube Kit: Hydration Tube, with Cover, Tube Holder and with Bite Valve with Attached Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-20,000: (b) (4); 20,001-40,000: (b) (4); 40,001-71,000: (b) (4); 71,001-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	100,000	Each	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	<p>Tube Holder FFP Tube Holder in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-40,000: (b) (4); 40,001-81,000: (b) (4); 81,001-142,000: (b) (4); 142,001-200,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination</p>	200,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	<p>Hydration Bite Valve with Cover FFP Hydration Bite Valve with Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity range is as follows: 1-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination</p>	100,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	Sub Belt FFP Sub Belt in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-61,000: (b) (4); 61,001-122,000: (b) (4); (b) (4) 122,001-214,000: (b) (4) 214,001-300,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	300,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	Sternum Cinch FFP Sternum Cinch in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-30,000: (b) (4); 30,001-60,000: (b) (4); (b) (4) 60,001-107,000: (b) (4); 107,001-150,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	150,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024	USMC Pack Buckle Repair Kit - User Level FFP USMC Pack Buckle Repair Kit - User Level, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity range is as follows: 1-200,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	200,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025	USMC Pack Buckle Repair Kit - Unit Level FFP USMC Pack Buckle Repair Kit - Unit Level Bulk Kit in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity range is as follows: 1-2,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	2,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026	USMC Pack Instruction Card FFP USMC Pack Instruction Card in accordance with (IAW) the Statement of Work, CDRL A001 (Attachment J.5) and additional contract terms and conditions specified herein. Quantity range is as follows: 1-50,000; (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	50,000	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027	USMC Pack System Posters FFP USMC Pack System Posters in accordance with (IAW) the Statement of Work, CDRL A002 (Attachment J.5) and additional contract terms and conditions specified herein. Quantity range is as follows: 1-500; (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. FOB: Destination	500	Each	(b) (4)	(b) (4)
MAX NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028	USMC Pack Assembly and Use Videos FFP	100	Each	(b) (4)	(b) (4)

USMC Pack Assembly and Use Videos in accordance with (IAW) the Statement of Work, CDRL A003 (Attachment J.5) and additional contract terms and conditions specified herein. Quantity range is as follows: 1-100: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016.
 FOB: Destination

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Status Reports FFP	1	Lot		NSP

Monthly Status Reports in accordance with (IAW) the Statement of Work, CDRL A004 (Attachment J.5) and additional contract terms and conditions specified herein.
 FOB: Destination

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1 BACKGROUND

MARCORSYSCOM is seeking to replace the currently fielded pack system, named the Improved Load Bearing Equipment (ILBE), due to the system's lack of integration with fielded torso body armor systems. The ILBE is one component of the Family of Improved Load Bearing Equipment (FILBE) managed by the Program Manager, Infantry Combat Equipment.

Subject Matter Expert conferences and an online ILBE user survey were conducted in the summer of 2009. The report generated from these efforts specifically focuses on the ILBE's lack of integration with torso body armor. Upon receipt of these results, the Capabilities Integration Officer reviewed the ILBE requirement and provided a clarification letter to the ILBE Capability Development Document, which authorized MARCORSYSCOM to seek a new material solution to satisfy the Marine Corps field pack requirement and serve as a replacement for the ILBE. In addition to the user identified deficiencies, the ILBE's status as a sole source item has restricted Defense Logistics Agency Troop Support's ability to sustain the existing system beyond October 2013. Taken together, these issues have prompted PM ICE to develop a new program to replace the ILBE component of the FILBE.

The USMC Pack system will replace the ILBE component of FILBE as outlined in the Family of Load Bearing Equipment Purchase Description dated 10 May 2011. The following FILBE Components are NOT included in the USMC Pack Request for Proposal: the Chest Rig, USMC Equipment Pouches, USMC Holster, USMC Corpsman Assault Pack, and Individual Water Purification System.

C.2 SCOPE

The Contractor shall furnish the services, personnel, facilities, equipment and materials required to produce and deliver the USMC Pack system, spare/sustainment parts, training materials and status reports outlined under this contract in accordance with (IAW) the FILBE Purchase Description (PD) dated 10 May 2011 and the required delivery schedule under Section F. The Contractor shall further accomplish any additional requirements set forth in this Statement of Work.

C.3 TECHNICAL DATA AND REPORTS

C.3.1 USMC Pack Instruction Card: The Contractor shall provide draft and final versions in accordance with CDRL A001 (Attachment J.5)

C.3.2 USMC Pack System Posters: The Contractor shall provide draft and final versions in accordance with CDRL A002 (Attachment J.5)

C.3.3 USMC Pack Assembly and Use Video: The Contractor shall provide draft and final versions in accordance with CDRL A003 (Attachment J.5)

C.3.4 Contract Status Report. The Contractor shall provide a monthly contract status report in accordance with CDRL A004 (Attachment J.5).

C.4. TASKS

C.4.1 Commercial Products/Standard Parts. The Contractor shall use commercial products, processes, and practices when possible to reduce production and operation support costs unless a material or part is specified in the FILBE PD. In any case where not specified in the FILBE PD, and it is technically and economically feasible, a standard part will be used rather than a non-standard part. A standard part is one that is routinely available in the government inventory or commercial supply channels and is not sole source or proprietary in nature. Any non-standard part shall be identified by the Contractor to the Government for written approval prior to use in the USMC Pack system.

C.4.2 Product Improvements. Future improvements are encouraged in weight reduction, durability, functionality, and cost during the contract term. Product improvements may be proposed by either the Contractor or the Government to eliminate operational shortcomings, improve operational effectiveness, accommodate fielding requirements, or provide savings to the Government. No product improvements will be considered prior to contract award.

C.4.3 Engineering Change Proposal (ECP). The Contractor may submit an ECP at its own initiative and own expense. The Contractor may be required to submit Production Demonstration Models (PDMs) or a portion of a PDM to demonstrate the effectiveness of the proposal. Technologies that increase performance, durability, and service life of the USMC Pack system are a priority. No ECPs will be considered prior to contract award. See clause 52.248-1 in the Federal Acquisition Regulation.

C.4.4 Training Materials. The Contractor shall develop, construct, produce and provide the USMC Pack Instruction Card, USMC Pack Assembly and Use Video, and USMC Pack System Posters.

C.4.4.1 USMC Pack Instruction Card: The USMC Pack Instruction Card shall provide the user with information necessary for installation, operation, maintenance, and training of the USMC Pack system. The USMC Pack Instruction Card shall list all USMC Pack components with either a photograph or drawing, quantity included and National Stock Number(s). The USMC Pack Instruction Card shall clearly depict the assembly, disassembly and fitting of the USMC Pack system, as well as adjustment for height and other personal physical characteristics. Serviceability criteria, authorized cleaning procedures, and warning information shall be included in the instruction card. The USMC Pack Instruction Card shall be printed on a durable, weather-resistant material and be a minimum of 11 x 17 inches capable of being folded into a small manual no larger than 5 inches wide and 6 inches long.

C.4.4.2 USMC Pack System Posters: The USMC Pack System Poster shall provide the information necessary for installation, operation, maintenance, and training of the USMC Pack system. At a minimum, the posters shall be a minimum of 24" X 30", printed in color, and depict the same information as the USMC Pack Instruction Card in a larger, easier to read format suitable for installation on a wall. The USMC Pack System Poster shall be printed on a durable, weather resistant material and include grommet holes within one (1) inch of each corner.

C.4.4.3 USMC Pack Assembly and Use Video: The instructional video shall be a professionally developed and filmed video no less than 15 minutes and no more than 45 minutes in duration. At a minimum, the instructional video shall identify all USMC Pack system components, the assembly, disassembly, fitting and any adjustments in use for the USMC Pack system. Any known alternate configurations shall also be demonstrated. The USMC Pack Assembly and Use Video shall include segment for each major component, assembly, disassembly, and adjustments to allow the viewer to choose a specific segment for viewing. Marines will be provided for use in filming the final video. Civilians will not be filmed within the video. Approval of script, storyboard, format, and instructional approach must be provided by PM ICE prior to filming the final video.

C.5 TEST AND EVALUATION

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

C.5.2 First Article Test Requirements.

- (a) The Contractor shall deliver two (2) USMC Pack complete production systems for verification no later than 45 days after award of delivery order 0001 IAW FILBE PD dated 10 May 2011.
- (b) The Government's First Article Test will rate the USMC Pack complete production systems as Acceptable or Unacceptable based on the following definitions:
 - a. **Acceptable**: The USMC Pack complete production systems meet the requirements specified in the FILBE PD dated 10 May 2011. See C.5.2.c for specific tests and associated grading criteria.

- b. **Unacceptable:** Failure to meet one or more of the requirements specified in the FILBE PD dated 10 May 2011. See C.5.2.c for specific tests and associated grading criteria.
- (c) The Government's First Article Tests, to include any additional First Article Tests required to validate revised or new designs, will include the following in accordance with the FILBE PD dated 10 May 2011
- a. **Certificate of Conformance (CoC) Review:** CoC will be reviewed for all materials used in the USMC Pack complete production systems. Any item/material found not to meet the specified requirement will render the proposal unacceptable
 - b. **End Item Visual Examination:** End item visual evaluation will be conducted against tables III, X and XI as outlined in the FILBE PD dtd 10 May 2011.
 - i. Pass/Fail Criteria is as follows:
 1. Table III. Infrared Spectral Reflectance Requirements for Coyote 498.
 - a. When the measured reflectance values at four or more wavelengths do not meet the limits specified, it shall constitute a test failure and render the entire USMC Pack complete production systems unacceptable.
 2. Table X. Infrared Spectral Reflectance Requirements for Black 357
 - a. When the measured reflectance values at four or more wavelengths do not meet the limits specified, it shall constitute a test failure and render the entire USMC Pack complete production systems unacceptable.
 3. Table XI. End Item Visual Examination
 - a. Pass/Acceptable: Majors ≤ 3 , Minors ≤ 6
 - b. Fail/Unacceptable Majors > 3 , Minors > 6
 - c. **End Item Dimensional & Fit Evaluation:** End Item Dimensional Examination and End Item Fit Examinations will be conducted against Table XII and XIII of the FILBE PD dated 10 May 2011. If required, the USMC Pack complete production system may also be evaluated against one or more tests listed in Table XIV of the FILBE PD dtd 10 May 2011.
 - i. Pass/Fail Criteria is as follows:
 1. Table XII. End Item Dimensional Examination
 - a. Pass/Acceptable: Majors ≤ 1 , Minors ≤ 3
 - b. Fail/Unacceptable Majors > 1 ; Minors > 3
 2. Table XIII. End Item Fit Examination
 - a. Failure to meet the End Item Fit Examination requirement shall constitute failure and render the USMC Pack complete production system technically unacceptable.
 3. Table XIV. Material Tests
 - a. Failure to meet three or more of the Material Test requirements shall constitute failure and render the USMC Pack complete production system technically unacceptable.
 - d. **Compliance with Performance Requirements:** The USMC Pack complete production system and/or components will be evaluated per the FILBE PD dtd 10 May 2011, to include the following:
 - i. The Frame shall be evaluated against the requirements listed in paragraph 3.3.2.
 - ii. The Hydration Bladder System shall be evaluated against the requirements listed in paragraph 3.3.11, to include 3.3.11 through 3.3.11.4.
 - iii. The Sternum Cinch shall be evaluated against the requirements of paragraph 3.3.12.
 - iv. The Sub-Belt shall be evaluated against the requirements of paragraph 3.3.13.
 - v. The system, as a whole, shall be evaluated for durability against the requirements of paragraph 3.30, to include 3.30 through 3.30.4.
- (d) The Government reserves the right to exclude a component from testing based on pre-existing test results. For those components authorized an exemption, additional testing is not required but may be performed as deemed necessary by the Government. The Government reserves the right not to conduct any or all tests.

If a specified component is substituted, the Government reserves the right to test the substituted item to ensure equivalency. If exemptions have not been granted, should a test be conducted on one offeror's PDM, that test shall be conducted on all other offerors PDMs.

- (e) The Government's First Article Test may include verification of any or all of the requirements specified in the FILBE PD dated 10 May 2011.
- (f) First Article Test approval remains in effect and production may continue per the provisions in the First Article Test Approval Letter.

C.6 CONFIGURATION MANAGEMENT

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

C.6.2 The Contractor shall not deviate from the Government Configuration Management (CM) process for the control of material utilized in the Family of Improved Load Bearing Equipment PD. The Contractor shall furnish, with each lot submitted to the government, the associated Certificates of Conformance (CoC) and lots of raw material used in each lot presented to the Government. The principles contained in MIL-HDBK-61 may be used for guidance.

C.7 LOT INSPECTION AND QUALITY ASSURANCE

C.7.1 End item acceptance shall be conducted on site by the government representative IAW the Quality Letter of Instruction. Only systems that have been produced utilizing the same methods used to construct the acceptable Government First Article Test articles shall be used during production. The Contractor shall assign lot numbers to each lot produced and shall be able to track each lot number back to raw materials.

C.7.2 Unless otherwise specified, at a minimum, the Contractor's quality plan shall be performed in accordance with ANSI/ASQC Z1.4 General Inspection Level II and an AQL of 2.5 for majors and an AQL of 4.0 for minors. The lot size shall be expressed in units of USMC Pack systems. A sample unit shall be one complete USMC Pack system. Conformance inspection shall be in accordance with the FILBE PD.

C.7.3 The Contractor shall maintain within its CM process all material CoCs associated with FAT and deliverable items associated to each lot submitted to the Government and shall be provided to the Government upon request. The Government reserves the right to conduct varied or additional QA and/or verification tests against any or all requirements of the contract and/or its specifications at any time as a condition of acceptance. Testing may be performed at either a Government or commercial test facility. Any change in material or variance of CoCs must be approved by the Government in writing prior to its adoption.

C.8 PROGRAM MANAGER The Contractor shall designate a Program Manager. This individual shall serve as the primary point of contact between the Government and Contractor, and shall be responsible for the coordination of all Contractor activities related to the contract.

C.9 POST AWARD CONFERENCE A Post Award Conference may be held, if deemed necessary, by the Government. If necessary, and at the behest of the Contracting Officer, the conference shall be hosted by the Contractor within 30 days of contract award. The Contractor, and all significant subcontractors, shall participate in the conference if held. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. To this end, discussions at the conference would focus upon project orientation, clarification and

transfer of applicable background information, contract requirements, dispute resolution procedures, and identification of points of contact from contractor and government organizations.

C.10 IN PROCESS REVIEWS (IPR) The Contractor shall host and participate in IPRs, as required. Initially, IPRs will be conducted on a quarterly basis at a minimum. The IPR reviews the progress of the USMC Pack program until production ramp-up is complete and monthly production is running consistently. After reaching and sustaining full production, IPRs will be held, when deemed necessary, by the Government or at the Contractor's request. IPRs shall be conducted on dates mutually agreeable to the Government and the Contractor's Program Manager, who shall brief the production status and schedule, and any other issues related to contract execution.

C.11 WARRANTY The Contractor warrants that the USMC Pack systems are free from failures due to manufacturing defects, to include, but not limited to, workmanship, materials, or design failures, and compliance with the performance specifications in the FILBE PD for 12 months from receipt of delivery.

Section D - Packaging and Marking

INSTRUCTIONS

D.1 Delivered System Assembly

D1.1. **Complete USMC Pack System (all components assembled).** Complete USMC Pack System (reference CLIN 0001 First Article Test Units) shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sub-belt shall also be placed inside the main bag and the bag secured. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. Initial draft version of the USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D1.2. **USMC Pack System, excluding Sub-Belt (all components assembled).** USMC Pack System, excluding Sub-Belt (all components assembled) (reference CLIN 0002), shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. The approved USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D.2. Packaging and Shipping

D.2.1 **Packaging.** Packaging shall be accomplished IAW the current version of MIL STD 130 ensuring the items reach their final destination in their original condition. All shipments will be on a 40 X 48 inch four way pallet (standard military pallet).

D.2.2 **Marking.** All shipping containers shall be marked with durable, legible print that includes quantities, lot numbers, weight, and cube dimensions, as well as the contract and delivery order number and the Contractor's name and address. All marking will be IAW current versions MIL STD 129 and MIL STD 130.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
0013	Origin	Government	Origin	Government
0014	Origin	Government	Origin	Government
0015	Origin	Government	Origin	Government
0016	Origin	Government	Origin	Government
0017	Origin	Government	Origin	Government
0018	Origin	Government	Origin	Government
0019	Origin	Government	Origin	Government
0020	Origin	Government	Origin	Government
0021	Origin	Government	Origin	Government
0022	Origin	Government	Origin	Government
0023	Origin	Government	Origin	Government
0024	Origin	Government	Origin	Government
0025	Origin	Government	Origin	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components,

intermediate assemblies, end products, and lots of supplies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

Title	Number	Date	Tailoring
-------	--------	------	-----------

***** ISO 9001:2000 (This is only a reference for the higher quality system equivalent, not a requirement for certification.**

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

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

DELIVERIES**F.1 DELIVERY INFORMATION**

F.1.1 Initial Delivery Orders

F.1.1.1 CLIN 0001, First Article Test (FAT) Units, quantity of (2), shall be delivered to the following address, no later than 45 days after contract award:

Natick Soldier Research, Development and Engineering Command
 Attn: Trevor Scott
 4 Kansas Street
 Natick, MA 01760

F.1.1.2 Upon notification of First Article approval and production release, CLIN 0002 USMC Pack Systems, excluding sub-belt, assembled, over-packed with the approved USMC Pack Instruction Card, maximum quantity of 236,091, shall be delivered at the following minimum production rate to the addresses provided in Attachment J.6, Delivery Locations:

No Later Than 45 days after date of FAT approval: quantity of 2,510 systems
 No Later Than 75 days after date of FAT approval: quantity of 5,000 systems
 No Later Than 105 days after date of FAT approval: quantity of 10,000 systems
 No Later Than 135 days after date of FAT approval: quantity of 15,000 systems
 No Later Than 165 days after date of FAT approval, the Offeror shall deliver and maintain a monthly minimum delivery of 20,000 USMC Pack Systems unless otherwise specified by the Government.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a Transportation Control Number (TCN) for each shipment.

F.1.1.3 CLIN 0026, USMC Pack Instruction Card, maximum quantity of 50,000, reference CDRL A001 (Attachment J.5), shall be delivered to PM ICE (Quantico, VA) at the address provided in Attachment J.6, Delivery Locations, no later than 40 days after FAT approval.

F.1.1.4 CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) as follows:

The first report is due 30 calendar days from the date of delivery order 0001 award and shall be submitted monthly thereafter during the performance of the delivery order.

The report shall be sent via email to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr. Shaundell Watson at Shaundell.Watson@usmc.mil.

F.1.1.5 Items that are being delivered to a Government Container Consolidation Point (CCP) (i.e., Tracy, CA) are being forwarded for onward movement overseas in quantities to be specified at time of contract award. Forward movement freight charges shall be borne by the Government.

Shipments to overseas locations via the CCP must meet the MIL-STD-129 requirement for a bar-coded Military Shipping Label. In addition, a packing slip must be placed in a water-resistant envelope securely attached to the outside of the shipping container/external pack. The Mark For and/or TCN must be clearly visible on all documentation to ensure accurate and prompt identification by the CCP. Questions concerning the shipment of quantities to CCP shall be directed to the project officer identified in the delivery order after contract award.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a TCN for each shipment.

F.1.2 Subsequent Delivery Orders

F.1.2.1 CLINs 0002 through 0025 delivery instructions will be specified via the award of subsequent delivery orders. For pricing purposes, the Contractor is advised that production quantities for said CLINs may be divided at the following *estimated* percentage between the following locations:

LOCATION	Ship-to Address	%
I MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI AVENUE A BLDG 2230 22 AREA CAMP PENDLETON CA 92055-5031	20%
II MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI FIR AND CENTER STREETS BLDG 1501 CAMP LEJEUNE NC 28542-5000	20%
III MEF JAPAN	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: TRAFFIC MANAGEMENT OFFICER MF L00773 CONSOL ISSUE FACILITY BLDG 500 BAY 3 CAMP KINSER 789 5458 OKINAWA JP <i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/holly.greer@usmc.mil to obtain TCN for each shipment.</i>	10%
III MEF HAWAII	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: LION VALLEN INDUSTRIES MF M98449 MCB CONSOLIDATE ISSUE FAC MOKAPU ROAD BUILDING 4075 MCBH KANEOHE BAY HI 96863	5%

	<i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/holly.greer@usmc.mil to obtain TCN for each shipment.</i>	
BARSTOW	PM-ICE WAREHOUSE OPERATIONS A STREET NEBO ANNEX WHSE 3 MARINE CORPS LOGISTICS BASE BARSTOW CA 92311	40%
NCR	RIF DISTRIBUTION CENTER ATTN: RIF REP 703-432-3327 1001 POTOMAC AVE QUANTICO VA 22134-5074	5%

F.1.2.2 CLINs 0027 through 0029 delivery instructions will be specified via the award of subsequent delivery orders and shall be delivered as follows:

CLIN 0027: USMC Pack System Posters, maximum quantity of 500, reference CDRL A002 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0028: USMC Pack Assembly and Use Videos, maximum quantity of 100, reference CDRL A003 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) via email to to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr. Shaundell Watson at Shaundell.Watson@usmc.mil. The first report is due 30 calendar days from the date of the delivery order award and shall be submitted monthly thereafter during the performance of the delivery order.

F.2 CONSIDERATION FOR LATE DELIVERIES

F.2.1. The Contractor shall be assessed four percent (rounded to the nearest whole number) of any late contract line item at "no cost" to the Government. Late is defined as not inspected and accepted at the Contractor's facility by the required date. Consideration due the Government will only be applicable in cases where late inspection and acceptance is caused by an occurrence within the reasonable control of the Contractor. A new CLIN will be incorporated for these quantities into the Delivery Order for which the late inspection and acceptance occurred. This consideration is in addition to the contract quantities.

F.2.2. Further consideration shall be due to the Government at a rate of 10% additional consideration to be assessed every 30 days any USMC Pack CLINs are late. This monthly assessment will be compoundable (see below).

<u>Days Delinquent Calculation</u>	<u>Example of Qty Due (1000 late CLIN 0002)</u>
< or = 30	Quantity + additional 4% 1000 + (1000*.04) = 1040
31 < or = X < or = 60	(Quantity * 104%) 110% 1040 * 1.1 = 1144
61 < or = X < or = 90	((Quantity * 104%) 110%)110% 1144 * 1.1 = 1259 1250 (See Note)

Note: The total consideration will not exceed 25% of the original delinquent quantity.

F.2.3. Consideration will not be assessed without discussions between the Government and the Contractor. If the Contractor is ahead or behind "scheduled" inspection and acceptance going into any month and does not meet the "scheduled" inspection and acceptance for that month, consideration will be assessed on the "net" number of systems that are delinquent (e.g., if 100 CLIN 0002 items were inspected and accepted ahead of schedule in one month and the Contractor is late on inspection and acceptance of 150 CLIN 0002 items in the subsequent month, consideration will only be assessed on 50 CLIN 0002 items).

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

ADMINISTRATION**G.1 ACCOUNTING AND APPROPRIATION DATA**

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

G.2 CONTRACTOR'S CONTRACT ADMINISTRATION (OFFERORS SHALL FILL-IN)

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

Name and Title (b) (6)

Responsible Office Propper International, Sales

Address 17 Research Park Drive
Weldon Spring, MO 63304

Telephone Number (636) 685-1069

DUNS # (b) (4) CAGE (b) (4)

G.3 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE/FAX	EMAIL
PROCURING CONTRACTING OFFICER (PCO)	Ms. Peggy Smith	Commander Marine Corps Systems Command Contracts Directorate CT023 2200 Lester Street Quantico, VA 22134	(703) 432-3178 (703) 432-3322 (Fax)	Peggy.L.Smith1@usmc mil
ADMINISTRATIVE CONTRACTING OFFICER (ACO)	DCMA St. Petersburg (DoDAAC: S1109A)	830 Central Avenue Suite 500 St. Petersburg, FL 33701	(727) 258-9575/9511 (727) 258-9502 (Fax)	DCMASTPETERSBURGCASD @DCMA.MIL
TECHNICAL POINT OF CONTACT (TPOC)	Major Amy S. Cahoon Team Lead Load Bearing Team PM, Infantry Combat Equipment	Commander Marine Corps Systems Command PG16 Combat Equipment and Support Systems 2200 Lester Street Quantico, VA 22134	(703) 432-5309 (703) 432-3322 (Fax)	Amy.Cahoon@usmc mil

	(ICE)			
PAYMENT OFFICE	DFAS Columbus Center (DoDAAC: HQ0338)	DFAS-CO/South Entitlement Operations PO BOX 182264 Columbs, OH 43218- 2264	(800) 756-4571 (866) 473-5429 (Fax)	Not Applicable

G.4 WIDE AREA WORKFLOW (INVOICING) INSTRUCTIONS

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

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

The USMC WAWF-RA point of contact for this contract is MCSC DFM MAO and can be reached on 703.432.4370 email MCSC_DFM_MAO@usmc.mil.

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

Data entry information in WAWF:

	<u>CLIN 0001, 0026 - 0029</u>	<u>CLINs 0002-0025, 0027 and 0028</u>
Payment Office DoDAAC:	HQ0338	HQ0338
Issue By DoDAAC:	M67854	M67854
Admin Office DoDAAC:	S1109A	S1109A
Ship To:	M67854 PG16	TBD
Inspect By DoDAAC:	M67854	S1109A
Contract Number:	M67854-11-D-3070	M67854-11-D-3070
	delivery order TBD	delivery order TBD

SPECIAL NOTE

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the USMC WAWF-RA POC's email address in the first email address block, the alternate POC's (to include the Project Officer, MAJ Amy Cahoon (Amy.Cahoon@usmc.mil) and her designated representative Mr. Paul Lee (Paul.M.Lee@usmc.mil), and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

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

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 AWARD OF DELIVERY ORDERS

H.1.1 Initial Delivery Orders (Delivery Order 0001)

- (a) First Article Test (FAT) Units (CLIN 0001) will be purchased from each awardee.
- (b) Initial funding (i.e., FY 11 funding) for the procurement of a maximum quantity of 236,091 USMC Packs (CLIN 0002), a maximum quantity of 50,000 USMC Pack Instruction Cards (CLIN 0026), and Status Reports (CLIN 0029) will be allocated amongst the awardees in the inverse percentage of a particular awardee’s total evaluated price for all CLINs related to a particular system in relation to the sum of each awardee’s total evaluated price for all CLINs related to a particular system.

Example: Two (2) Contract Awards For USMC Packs, Instruction Cards and Status Reports

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

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

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

H.1.2 Subsequent Delivery Orders

In accordance with FAR 16.505 (b), awardees will be provided a fair opportunity to be considered for subsequent delivery orders (i.e., orders issued after delivery order 0001). The award of subsequent delivery orders will be based on a number of factors including ability to meet delivery schedule, past performance on previous orders and price.

Delivery orders will be placed against this contract by the Government using a DD Form 1155. In accordance with FAR clause 52.216-18, orders may be issued orally, by mail, by facsimile, or electronically (such as email). If mailed or transmitted by facsimile, a delivery order is considered “issued” when the Government deposits the order in the mail or transmits the order by facsimile. Mailing includes transmittal by U.S. mail or private delivery services. If issued electronically, the order is considered “issued” when an executed order has been sent to the contractor electronically by the Government.

H.2 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

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

H.3 CONTRACT CHANGES

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

H.4 SUBCONTRACTING PLAN

Propper International's Subcontracting Plan, dated 25 July 2011, as provided in Attachment J.7, is hereby incorporated.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	(INVALID EFF_DT) Small Business Subcontracting Plan (JAN 2011) Alternate II	DEC 1900
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007

52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7012	Liability and Insurance	AUG 2003
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003

252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
52.203-3	Gratuities	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **two (2) complete USMC Pack Systems** unit(s) of Lot/Item **CLIN 0001** within **45** calendar days from the date of this contract to the Government at **the location identified in Section F, Deliveries.** for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **30** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **60 months** [insert dates].

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 USMC Pack** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **what is contracted for under the applicable CLIN identified in Section B;** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **the total amount contracted for under all CLINs identified in Section B; or** (insert dollar figure or quantity); or

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

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

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **all quantities ordered during the 60 month period of performance have been delivered.** [insert date].

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

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

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any

part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

 HTTP://FARSITE.HILL.AF.MIL/_____
 HTTP://WWW.ACQ.OSD.MIL/DPAP_____

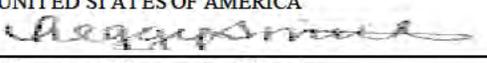
[Insert one or more Internet addresses]

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>
Attachment J.1	Purchase Description dtd 10 May 2011and updated 14 July 2011
Attachment J.2	Drawings
Attachment J.3	Patterns
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 12	
2 AMENDMENT/MODIFICATION NO PO0001	3 EFFECTIVE DATE 22-Feb-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134	CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE ST. PETERSBURG FL 33701		CODE	S1109A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROPPER INTERNATIONAL NC (b) (6) 1040 WF BRENNAN ST MAYAGUEZ, PR 00682-1365				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3070	
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011	
CODE 8A749	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes.						
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: smithp12718 The purpose of this modification is to update: (1) Section B, CLINs 0002, 0016, 0018, 0019 and 0021, to reflect pricing changes to the hydration tube and bite valve; (2) Section D to clarify packaging instructions; (3) Section F to clarify definition for late deliveries; (4) Section G to add Places of Performance; and, (5) Section J, Attachments J.1 (Purchase Description), J.2 (Drawings) and J.3 (Patterns) and add J.8 (Label Template Sample). Please see page 2 for updates. All other terms and conditions remain unchanged and in full force/effect.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith1@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-Feb-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,553,606.73 from \$172,315,608.27 to \$174,869,215.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN extended description has changed from USMC Pack System , Excluding Sub-Belt (all components assembled), over-packed with the approved USMC Pack Instruction Card, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-50,000: (b) (4); 50,001-100,000: (b) (4); 100,001-175,000: (b) (4); 175,001-245,721: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to USMC Pack System , Excluding Sub-Belt (all components assembled), over-packed with the approved USMC Pack Instruction Card, in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-50,000: (b) (4); 50,001-100,000: (b) (4); 100,001-175,000: (b) (4); 175,001-245,721: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4)

CLIN 0016

The CLIN extended description has changed from Hydration System, Assembled, includes Hydration Carrier, Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-10,000: (b) (4); 10,001-20,000: (b) (4); 20,001-35,000: (b) (4); 35,001-50,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Hydration System, Assembled, includes Hydration Carrier, Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-10,000: (b) (4); 10,001-20,000: (b) (4); 20,001-35,000: (b) (4); 35,001-50,000: (b) (4) each for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4)

CLIN 0018

The CLIN extended description has changed from Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-81,000: (b) (4); 81,001-162,000: (b) (4); 162,001-285,000: (b) (4); 285,001-400,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Hydration Bladder System (Hydration Bladder, Hydration Tube, Bite Valve and Tube Holder) in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-81,000: (b) (4); 81,001-162,000: (b) (4); 162,001-285,000: (b) (4); 285,001-400,000:

(b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0019

The CLIN extended description has changed from Hydration Tube Kit: Hydration Tube, with Cover, Tube Holder and with Bite Valve with Attached Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-20,000:

(b) (4); 20,001-40,000: (b) (4); 40,001-71,000: (b) (4); 71,001-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Hydration Tube Kit: Hydration Tube, with Cover, Tube Holder and with Bite Valve with Attached Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-20,000: (b) (4); 20,001-40,000: (b) (4); 40,001-71,000: (b) (4); 71,001-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0021

The CLIN extended description has changed from Hydration Bite Valve with Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity range is as follows: 1-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Hydration Bite Valve with Cover in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity range is as follows: 1-100,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION D - PACKAGING AND MARKING

The following have been modified:

INSTRUCTIONS

D.1 Delivered System Assembly

D1.1. **General.** All items delivered under this contract shall be packaged to ensure delivery of the items, without damage to the final destinations in accordance with standard commercial practices.

D1.2. **Complete USMC Pack System (all components assembled).** Complete USMC Pack System (reference CLIN 0001 First Article Test Units) shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sub-belt shall also be placed inside the main bag and the bag secured. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. Initial draft version of the USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D1.3. **USMC Pack System, excluding Sub-Belt (all components assembled).** USMC Pack System, excluding Sub-Belt (all components assembled) (reference CLIN 0002), shall be assembled with the shoulder harness assembly, main bag and hip belt attached to the frame. Two hydration pouches, two sustainment pouches, and one

hydration system assembled shall be placed inside the main bag radio pouch. The assault pouch shall be placed inside of the assault pack radio pouch. The assault pack, with assault pouch inside, shall then be placed inside the main portion of the main bag. The sternum cinch and USMC Pack Buckle Repair Kit, User level (packed in a clear re-sealable plastic bag) shall be placed inside the main bag lid. The approved USMC Pack Instruction Card shall be placed inside the main bag lid in accordance with CDRL A001.

D.2. Packaging and Shipping

D.2.1 Box requirements. Box must be fully functional and in good, working condition. They are not required to be new. The weight of each box will not exceed sixty (60) pounds. Each box will have a label.

D.2.2 Packaging / Marking. Packaging shall be accomplished IAW the current version of MIL STD 130 ensuring the items reach their final destination in their original condition. All shipments will be on a 40 X 48 inch four way pallet (standard military pallet). With the exception of CLINS 0006, 0010, 0011, 0013, 0014, 0025 and 0029, each UNIT (as specified per CLIN) will be packaged in a poly bag. The subcomponents of CLIN 0025 will be separated into poly bags and combined into one UNIT via labeled box(es). All poly bags, based on size and/or capacity, will be labeled and closed using tape, heat seal, or zip lock.

All shipping containers shall be marked with durable, legible print that includes quantities, lot numbers, weight, and cube dimensions, as well as the contract and delivery order number and the Contractor's name and address. All marking will be IAW current versions MIL STD 129 and MIL STD 130. All individual boxes will be labeled with, at minimum, the contract number, part number(s), national stock number(s) and quantity of units.

D.2.3 Pallet requirements. Pallet must be fully functional and in good, working condition. Pallet must NOT contain: broken slats or major cracks. Pallet is not required to be new or heat-treated. The footprint of the loaded pallet shall not exceed 41 inches when 2 pallet stacking is desirable. At no time will an unstacked pallet exceed 54 inches in height. This eases in the stacking of pallets and maximizes shipping efficiencies. Each pallet will have a pallet label.

(Reference Attachment J.8 Label Template Sample.)

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

DELIVERIES

F.1 DELIVERY INFORMATION

F.1.1 Initial Delivery Orders

F.1.1.1 CLIN 0001, First Article Test (FAT) Units, quantity of (2), shall be delivered to the following address, no later than 45 days after contract award:

Natick Soldier Research, Development and Engineering Command
Attn: Trevor Scott
4 Kansas Street
Natick, MA 01760

F.1.1.2 Upon notification of First Article approval and production release, CLIN 0002 USMC Pack Systems, excluding sub-belt, assembled, over-packed with the approved USMC Pack Instruction Card, maximum quantity of

236,091, shall be delivered at the following minimum production rate to the addresses provided in Attachment J.6, Delivery Locations:

No Later Than 45 days after date of FAT approval: quantity of 2,510 systems
 No Later Than 75 days after date of FAT approval: quantity of 5,000 systems
 No Later Than 105 days after date of FAT approval: quantity of 10,000 systems
 No Later Than 135 days after date of FAT approval: quantity of 15,000 systems
 No Later Than 165 days after date of FAT approval, the Offeror shall deliver and maintain a monthly minimum delivery of 20,000 USMC Pack Systems unless otherwise specified by the Government.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a Transportation Control Number (TCN) for each shipment.

F.1.1.3 CLIN 0026, USMC Pack Instruction Card, maximum quantity of 50,000, reference CDRL A001 (Attachment J.5), shall be delivered to PM ICE (Quantico, VA) at the address provided in Attachment J.6, Delivery Locations, no later than 40 days after FAT approval.

F.1.1.4 CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) as follows:

The first report is due 30 calendar days from the date of delivery order 0001 award and shall be submitted monthly thereafter during the performance of the delivery order.

The report shall be sent via email to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr. Shaundell Watson at Shaundell.Watson@usmc.mil.

F.1.1.5 Items that are being delivered to a Government Container Consolidation Point (CCP) (i.e., Tracy, CA) are being forwarded for onward movement overseas in quantities to be specified at time of contract award. Forward movement freight charges shall be borne by the Government.

Shipments to overseas locations via the CCP must meet the MIL-STD-129 requirement for a bar-coded Military Shipping Label. In addition, a packing slip must be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. The Mark For and/or TCN must be clearly visible on all documentation to ensure accurate and prompt identification by the CCP. Questions concerning the shipment of quantities to CCP shall be directed to the project officer identified in the delivery order after contract award.

Contractor is advised that prior to shipping to Tracy, CA, it must contact Holly Greer at [760-577-6901](tel:760-577-6901)/holly.greer@usmc.mil to obtain a TCN for each shipment.

F.1.2 Subsequent Delivery Orders

F.1.2.1 CLINs 0002 through 0025 delivery instructions will be specified via the award of subsequent delivery orders. For pricing purposes, the Contractor is advised that production quantities for said CLINs may be divided at the following *estimated* percentage between the following locations:

LOCATION	Ship-to Address	%
I MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI AVENUE A BLDG 2230 22 AREA CAMP PENDLETON CA 92055-5031	20%
II MEF	TRAFFIC MANAGEMENT OFFICER MF CONSOLIDATED ISSUE FACILITY LVI FIR AND CENTER STREETS BLDG 1501 CAMP LEJEUNE NC 28542-5000	20%

III MEF JAPAN	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: TRAFFIC MANAGEMENT OFFICER MF L00773 CONSOL ISSUE FACILITY BLDG 500 BAY 3 CAMP KINSER 789 5458 OKINAWA JP <i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/holly.greer@usmc.mil to obtain TCN for each shipment.</i>	10%
III MEF HAWAII	SHIP TO: W62N2A XY DEF DIST DEPOT San Joaquin CCP FFT CCP WHSE 30 25600 SOUTH CHRISMAN RD TRACY, CA 95304-5000 MARK FOR: LION VALLEN INDUSTRIES MF M98449 MCB CONSOLIDATE ISSUE FAC MOKAPU ROAD BUILDING 4075 MCBH KANEOHE BAY HI 96863 <i>Note: Prior to shipping to Tracy, contractor must contact Holly Greer at 760-577-6901/holly.greer@usmc.mil to obtain TCN for each shipment.</i>	5%
BARSTOW	PM-ICE WAREHOUSE OPERATIONS A STREET NEBO ANNEX WHSE 3 MARINE CORPS LOGISTICS BASE BARSTOW CA 92311	40%
NCR	RIF DISTRIBUTION CENTER ATTN: RIF REP 703-432-3327 1001 POTOMAC AVE QUANTICO VA 22134-5074	5%

F.1.2.2 CLINs 0027 through 0029 delivery instructions will be specified via the award of subsequent delivery orders and shall be delivered as follows:

CLIN 0027: USMC Pack System Posters, maximum quantity of 500, reference CDRL A002 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0028: USMC Pack Assembly and Use Videos, maximum quantity of 100, reference CDRL A003 (Attachment J.5), shall be delivered to Supply Officer (M30500), Marine Corps Systems Command, 2201A Willis Street, Quantico, VA 22134-6050 (Attn: PM ICE) no later than 30 days after final Government approval.

CLIN 0029, Status Reports, shall be delivered in accordance with CDRL A004 (Attachment J.5) via email to to Major Amy Cahoon at Amy.Cahoon@usmc.mil, Ms. Peggy Smith at Peggy.L.Smith1@usmc.mil, and Mr.

Shaundell Watson at Shaundell.Watson@usmc.mil. The first report is due 30 calendar days from the date of the delivery order award and shall be submitted monthly thereafter during the performance of the delivery order.

F.2 CONSIDERATION FOR LATE DELIVERIES

F.2.1. The Contractor shall be assessed four percent (rounded to the nearest whole number) of any late contract line item at "no cost" to the Government. Late is defined as lots (inspected and accepted at origin) not received at final destination by the required no later than (NLT) date provided in the Delivery Order. Lot failure at inspection or acceptance do not negate the NLT date provided in the Delivery Order. Consideration due the Government will only be applicable in cases where late inspection and acceptance and/or delivery is caused by an occurrence within the reasonable control of the Contractor. A new CLIN will be incorporated for these quantities into the Delivery Order for which the late inspection and acceptance and/or have delivery occurred. This consideration is in addition to the contract quantities.

F.2.2. Further consideration shall be due to the Government at a rate of 10% additional consideration to be assessed every 30 days any USMC Pack CLINs are late. This monthly assessment will be compoundable (see below).

<u>Days Delinquent</u>	<u>Calculation</u>	<u>Example of Qty Due (1000 late CLIN 0002)</u>
< or = 30		Quantity + additional 4% 1000 + (1000*.04) = 1040
31 < or = X < or = 60		(Quantity * 104%) 110% 1040 * 1.1 = 1144
61 < or = X < or = 90		((Quantity * 104%) 110%)110% 1144 * 1.1 = 1259 1250 (See Note)

Note: The total consideration will not exceed 25% of the original delinquent quantity.

F.2.3. Consideration will not be assessed without discussions between the Government and the Contractor. If the Contractor is ahead or behind "scheduled" inspection and acceptance going into any month and does not meet the "scheduled" inspection and acceptance for that month, consideration will be assessed on the "net" number of systems that are delinquent (e.g., if 100 CLIN 0002 items were inspected and accepted ahead of schedule in one month and the Contractor is late on inspection and acceptance of 150 CLIN 0002 items in the subsequent month, consideration will only be assessed on 50 CLIN 0002 items).

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

ADMINISTRATION

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 CONTRACTOR'S CONTRACT ADMINISTRATION (OFFERORS SHALL FILL-IN)

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

Name and Title	(b) (6)
Responsible Office	<u>Propper International, Sales</u>
Address	<u>17 Research Park Drive</u> <u>Weldon Spring, MO 63304</u>

Telephone Number (636) 685-1069

DUNS # (b) (4) CAGE # (b) (4) _____

G.3 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE/FAX	EMAIL
PROCURING CONTRACTING OFFICER (PCO)	Ms. Peggy Smith	Commander Marine Corps Systems Command Contracts Directorate CT023 2200 Lester Street Quantico, VA 22134	(703) 432-3178 (703) 432-3322 (Fax)	Peggy.L.Smith1@usmc mil
ADMINISTRATIVE CONTRACTING OFFICER (ACO)	DCMA St. Petersburg (DoDAAC: S1109A)	830 Central Avenue Suite 500 St. Petersburg, FL 33701	(727) 258-9575/9511 (727) 258-9502 (Fax)	DCMASTPETERSBURGCASD @DCMA.MIL
TECHNICAL POINT OF CONTACT (TPOC)	Major Amy S. Cahoon Team Lead Load Bearing Team PM, Infantry Combat Equipment (ICE)	Commander Marine Corps Systems Command PG16 Combat Equipment and Support Systems 2200 Lester Street Quantico, VA 22134	(703) 432-5309 (703) 432-3322 (Fax)	Amy.Cahoon@usmc mil
PAYMENT OFFICE	DFAS Columbus Center (DoDAAC: HQ0338)	DFAS-CO/South Entitlement Operations PO BOX 182264 Columbus, OH 43218- 2264	(800) 756-4571 (866) 473-5429 (Fax)	Not Applicable

G.4 WIDE AREA WORKFLOW (INVOICING) INSTRUCTIONS**MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS****ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)**

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

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

The USMC WAWF-RA point of contact for this contract is MCSC DFM MAO and can be reached on 703.432.4370 email MCSC_DFM_MAO@usmc mil.

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

Data entry information in WAWF:

	<u>CLIN 0001, 0026 - 0029</u>	<u>CLINs 0002-0025, 0027 and 0028</u>
Payment Office DoDAAC:	HQ0338	HQ0338
Issue By DoDAAC:	M67854	M67854
Admin Office DoDAAC:	S1109A	S1109A
Ship To:	M67854 PG16	TBD
Inspect By DoDAAC:	M67854	S1109A
Contract Number:	M67854-11-D-3070	M67854-11-D-3070
	delivery order TBD	delivery order TBD

SPECIAL NOTE

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the USMC WAWF-RA POC's email address in the first email address block, the alternate POC's (to include the Project Officer, MAJ Amy Cahoon (Amy.Cahoon@usmc.mil)) and her designated representative Mr. Paul Lee (Paul.M.Lee@usmc.mil), and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

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

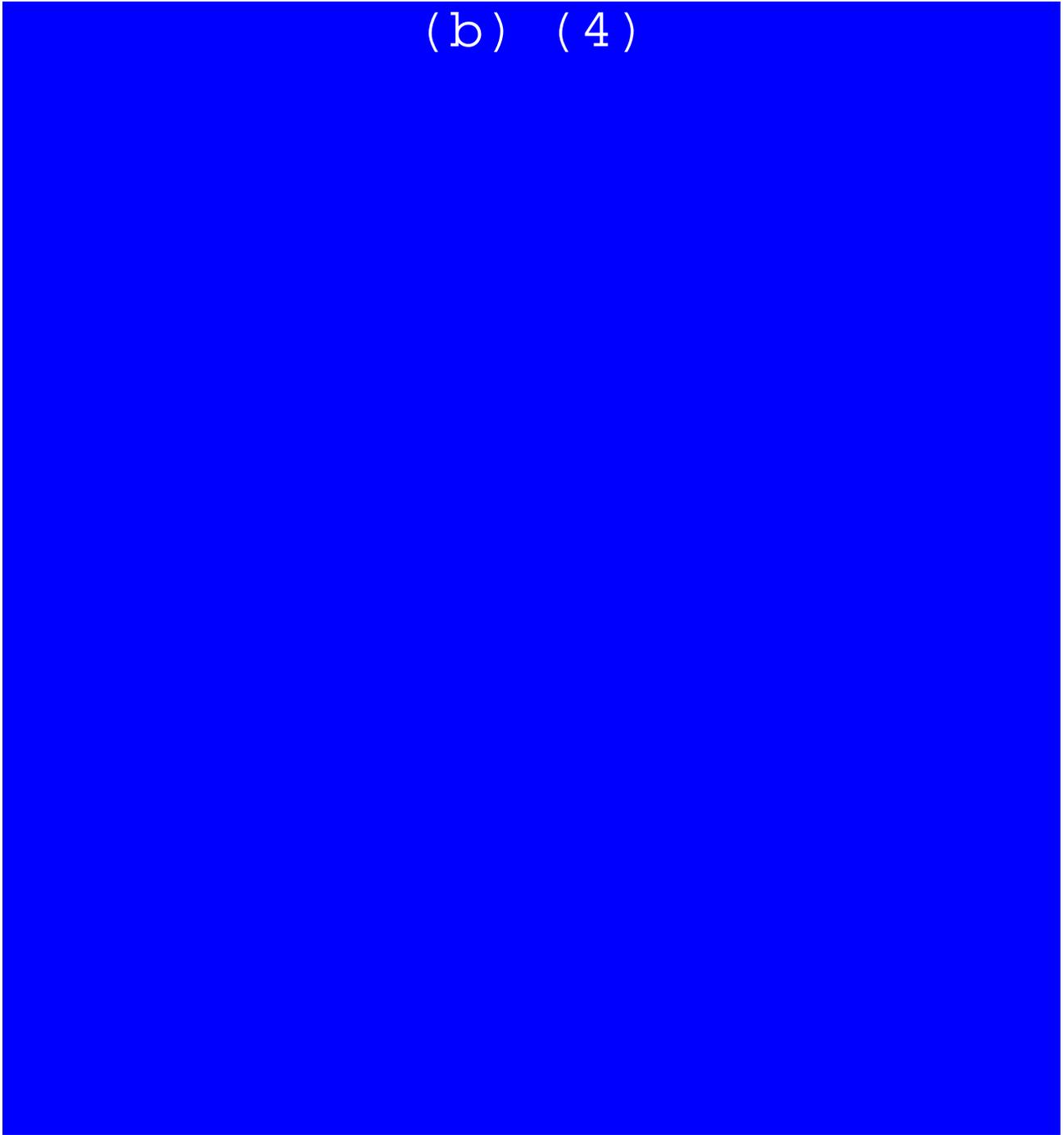
G.4 PLACES OF PERFORMANCE

The following places of performance will be utilized in the construction of USMC Pack Components:

(b) (4)



(b) (4)



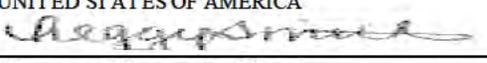
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J	PAGE OF PAGES 1 6	
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE 16-Mar-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134	CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE ST. PETERSBURG FL 33701		CODE S1109A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROPPER INTERNATIONAL NC (b) (6) 1040 WF BRENNAN ST MAYAGUEZ, PR 00682-1365				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3070	
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011	
CODE 8A749	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes.						
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: smithp122154 The purpose of this modification is to update paragraphs G.4, WAWF (Invoicing) Instructions, and G.5, Places of Performance. Updated information is highlighted. All other terms and conditions, to include price, remain unchanged and in full force/effect. Please see page 2 for details.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith1@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 16-Mar-2012	
(Signature of person authorized to sign)		(Signature of Contracting Officer)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

ADMINISTRATION

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 CONTRACTOR'S CONTRACT ADMINISTRATION (OFFERORS SHALL FILL-IN)

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

Name and Title (b) (6)
Responsible Office Propper International, Sales
Address 17 Research Park Drive
Weldon Spring, MO 63304
Telephone Number (636) 685-1069
DUNS # (b) (4) CAGE # (b) (4) _____

G.3 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE/FAX	EMAIL
PROCURING CONTRACTING OFFICER (PCO)	Ms. Peggy Smith	Commander Marine Corps Systems Command Contracts Directorate CT023 2200 Lester Street Quantico, VA 22134	(703) 432-3178 (703) 432-3322 (Fax)	Peggy.L.Smith1@usmc mil
ADMINISTRATIVE CONTRACTING OFFICER (ACO)	DCMA St. Petersburg (DoDAAC: S1109A)	830 Central Avenue Suite 500 St. Petersburg, FL 33701	(727) 258-9575/9511 (727) 258-9502 (Fax)	DCMASTPETERSBURGCASD @DCMA.MIL
TECHNICAL POINT OF CONTACT (TPOC)	Major Amy S. Cahoon Team Lead Load Bearing Team PM, Infantry Combat Equipment (ICE)	Commander Marine Corps Systems Command PG16 Combat Equipment and Support Systems 2200 Lester Street Quantico, VA 22134	(703) 432-5309 (703) 432-3322 (Fax)	Amy.Cahoon@usmc mil

PAYMENT OFFICE	DFAS Columbus Center (DoDAAC: HQ0338)	DFAS-CO/South Entitlement Operations PO BOX 182264 Columbs, OH 43218- 2264	(800) 756-4571 (866) 473-5429 (Fax)	Not Applicable
-----------------------	---	--	--	----------------

G.4 WIDE AREA WORKFLOW (INVOICING) INSTRUCTIONS

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

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

The USMC WAWF-RA point of contact for this contract is MCSC DFM MAO and can be reached on 703.432.4370 email MCSC_DFM_MAO@usmc.mil.

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

Data entry information in WAWF:

	<u>CLIN 0001, 0026 - 0029</u>	<u>CLINs 0002-0025, 0027 and 0028</u>
Payment Office DoDAAC:	HQ0338	HQ0338
Issue By DoDAAC:	M67854	M67854
Admin Office DoDAAC:	S1109A	S1109A
Ship To:	M67854 PG16	TBD
Inspect By DoDAAC:	M67854	TBD
Contract Number:	M67854-11-D-3070	M67854-11-D-3070
	delivery order TBD	delivery order TBD

SPECIAL NOTE

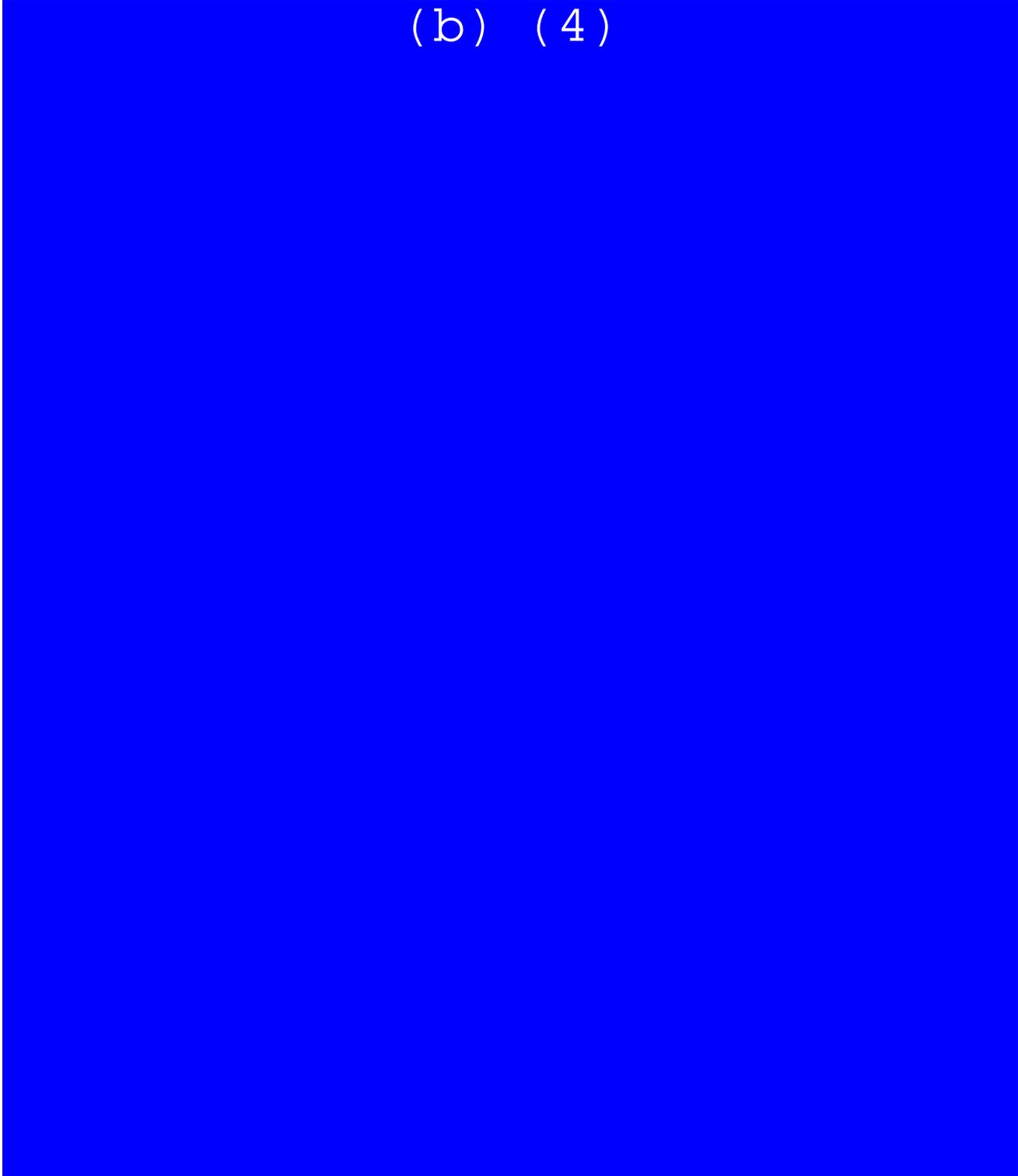
Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the USMC WAWF-RA POC's email address in the first email address block, the alternate POC's (to include the Project Officer, MAJ Amy Cahoon (Amy.Cahoon@usmc.mil) and her designated representative Mr. Paul Lee (Paul.M.Lee@usmc.mil), and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

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

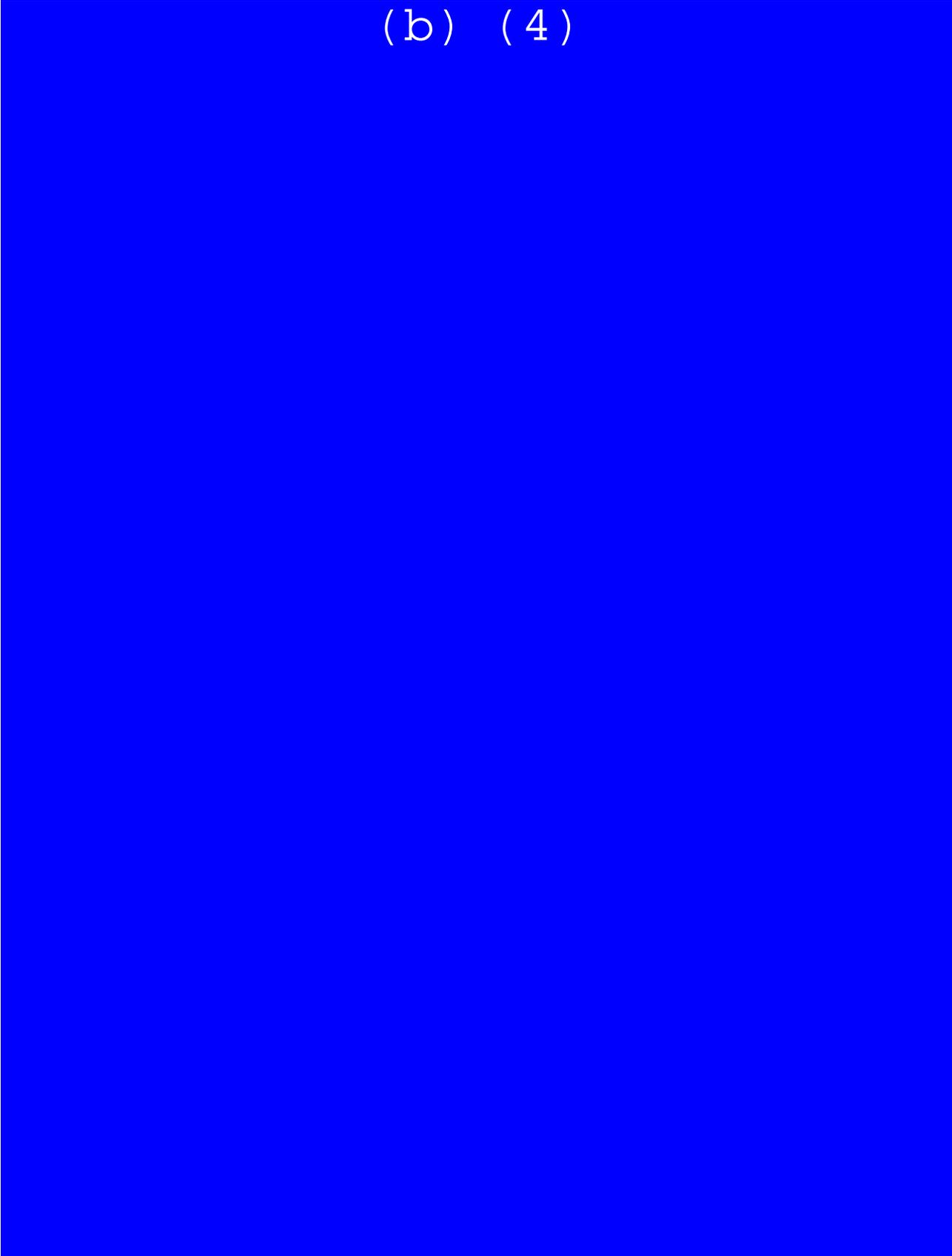
G.5 PLACES OF PERFORMANCE

The following places of performance will be utilized in the construction of USMC Pack Components:

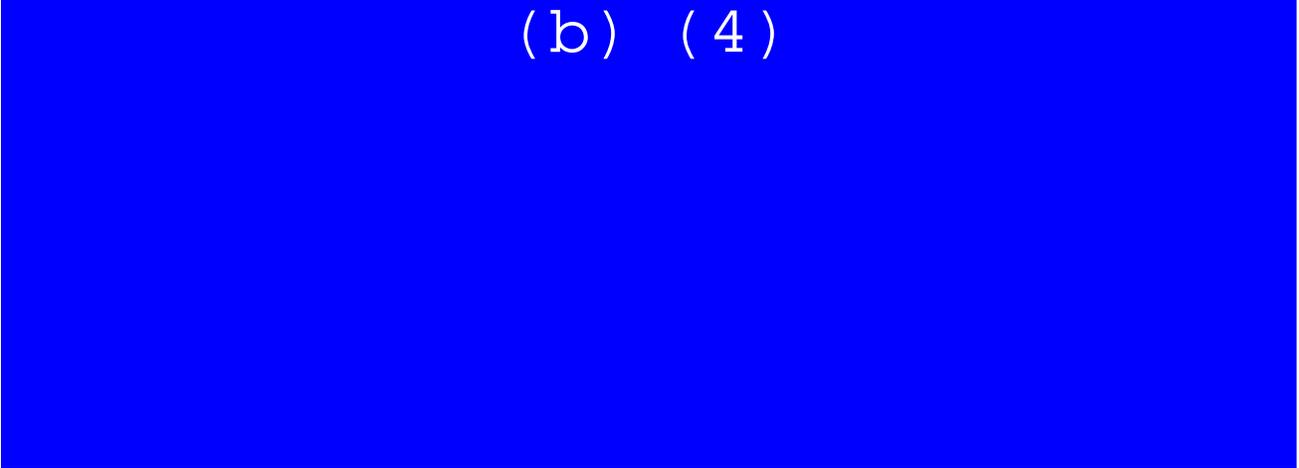
(b) (4)



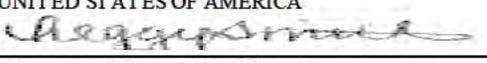
(b) (4)



(b) (4)



(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				J	1 6
2 AMENDMENT/MODIFICATION NO P00003	3 EFFECTIVE DATE 20-Jun-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY MCSC CONTRACTING OFFICES CODE CT 2200 LESTER STREET QUANTICO VA 22134-6050	CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE ST. PETERSBURG FL 33701		CODE	S1109A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROPPER INTERNATIONAL NC (b) (6) 1040 WF BRENNAN ST MAYAGUEZ, PR 00682-1365				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3070
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011
CODE 8A749	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 CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties					
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: haquem123834 The purpose of this modification is to: 1. incorporate Attachment J.9 Quality Insurance Letter of Instruction (QAL), 2. incorporate Attachment J.10 End Item Visual Examination Log, and 3. update Section G (changes are highlighted).					
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 20-Jun-2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

ADMINISTRATION

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 CONTRACTOR'S CONTRACT ADMINISTRATION (OFFERORS SHALL FILL-IN)

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

Name and Title (b) (6)
Responsible Office Propper International, Sales
Address 17 Research Park Drive
Weldon Spring, MO 63304
Telephone Number (636) 685-1069
DUNS # (b) (4) CAGE # (b) (4) _____

G.3 GOVERNMENT POINTS OF CONTACT

Listed below are the Government points of contact for this effort:

ROLE	NAME	ADDRESS	PHONE/FAX	EMAIL
PROCURING CONTRACTING OFFICER (PCO)	Ms. Peggy Smith	Commander Marine Corps Systems Command Contracts Directorate CT023 2200 Lester Street Quantico, VA 22134	(703) 432-3178 (703) 432-3322 (Fax)	Peggy.L.Smith1@usmc.mil
ADMINISTRATIVE CONTRACTING OFFICER (ACO)	DCMA St. Petersburg (DoDAAC: S1109A)	830 Central Avenue Suite 500 St. Petersburg, FL 33701	(727) 258-9575/9511 (727) 258-9502 (Fax)	DCMASTPETERSBURGCASD@DCMA.MIL
TECHNICAL POINT OF CONTACT (TPOC)	Capt. James C. Fully Team Lead Load Bearing Team PM, Infantry Combat Equipment (ICE)	Commander Marine Corps Systems Command – Infantry Combat Equipment 2200 Lester Street Quantico, VA 22134	703) 432-3188 (703) 432-3322 (Fax)	james.c.fuller@usmc.mil

PAYMENT OFFICE	DFAS Columbus Center (DoDAAC: HQ0338)	DFAS-CO/South Entitlement Operations PO BOX 182264 Columbs, OH 43218- 2264	(800) 756-4571 (866) 473-5429 (Fax)	Not Applicable
-----------------------	---	--	--	----------------

G.4 WIDE AREA WORKFLOW (INVOICING) INSTRUCTIONS

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

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

The USMC WAWF-RA point of contact for this contract is **Captain James Fuller** and can be reached on (703) 432-3188 email james.c.fuller@usmc.mil.

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

Data entry information in WAWF:

	<u>CLIN 0001, 0026 - 0029</u>	<u>CLINs 0002-0025, 0027 and 0028</u>
Payment Office DoDAAC:	HQ0338	HQ0338
Issue By DoDAAC:	M67854	M67854
Admin Office DoDAAC:	S1109A	S1109A
Ship To:	M67854 PG16	TBD
Inspect By DoDAAC:	M67854	TBD
Contract Number:	M67854-11-D-3070	M67854-11-D-3070
	delivery order TBD	delivery order TBD

SPECIAL NOTE

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the USMC WAWF-RA POC's email address in the first email address block, the alternate POC's (to include the Project Officer, MAJ Amy Cahoon (Amy.Cahoon@usmc.mil) and her designated representative Mr. Paul Lee (Paul.M.Lee@usmc.mil), and add any other additional email addresses desired in subsequent blocks. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

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

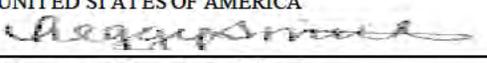
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Quality Insurance Letter of Instruction
Attachment J.10	End Item Visual Examination Log

(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 P00004	3 EFFECTIVE DATE 05-Sep-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)			
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134	CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE ST. PETERSBURG FL 33701		CODE	S1109A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROPPER INTERNATIONAL NC (b) (6) 1040 WF BRENNAN ST MAYAGUEZ, PR 00682-1365				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3070		
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011		
CODE 8A749	FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes.							
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: smithp124976 The purpose of this modification is to incorporate a revised Quality Assurance Letter of Inspection, dated 22 August 2012, reference contract attachment J.9. All other terms and conditions, to include price, remain unchanged and in full force/effect.							
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)			
				PEGGY SMITH / CONTRACTING OFFICER			
				TEL: (703) 432-3178 EMAIL: peggy1.smith1@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)		05-Sep-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

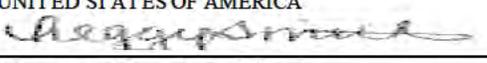
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Quality Insurance Letter of Instruction dated 22 August 2012
Attachment J.10	End Item Visual Examination Log

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 6	
2 AMENDMENT/MODIFICATION NO P00005	3 EFFECTIVE DATE 12-Oct-2012	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY MARCORSYSCOM CESS 2202 LESTER STREET QUANTICO VA 22134	CODE M67854	7 ADMINISTERED BY (If other than item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE ST. PETERSBURG FL 33701		CODE	S1109A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROPPER INTERNATIONAL NC (b) (6) 1040 WF BRENNAN ST MAYAGUEZ, PR 00682-1365				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. M67854-11-D-3070	
				X	10B. DATED (SEE ITEM 13) 16-Sep-2011	
CODE 8A749	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) mutual agreement of both 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: smithp1370 The purpose of this modification is to update: (1) Section B to reflect new pricing for CLIN 0022, (2) Section I to reflect updated clauses and Section J to provide an updated Purchase Description. Please see page 2 for details.						
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) PEGGY SMITH / CONTRACTING OFFICER TEL: (703) 432-3178 EMAIL: peggy1.smith1@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 12-Oct-2012	
(Signature of person authorized to sign)		(Signature of Contracting Officer)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,859,000.00 from \$174,869,215.00 to \$177,728,215.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022

The CLIN extended description has changed from Sub Belt in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Quantity ranges are as follows: 1-61,000: (b) (4); 61,001-122,000: (b) (4); 122,001-214,000: (b) (4) 214,001-300,000: (b) (4) for the ordering period of 16 September 2011 through 15 September 2016. to Sub Belt in accordance with (IAW) the Statement of Work, attachments J.1 through J.4, and additional contract terms and conditions specified herein. Tariff is anticipated to be Small 5%, Medium 24%, Large 71%. Quantity range is 1-300,000 at a unit price of (b) (4) for the ordering period of 16 September 2011 through 15 September 2016..

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4)

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.232-99

52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

The following have been deleted:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
-----------	--	----------

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION
Attachment J.1	Purchase Description dtd 10 May 2011/updated 14 July 2011/updated 10 November 2011/updated 1 October 2012
Attachment J.2	Drawings updated 10 November 2011
Attachment J.3	Patterns updated 10 November 2011
Attachment J.4	Configuration Definitions
Attachment J.5	CDRLs
Attachment J.6	Delivery Locations
Attachment J.7	Subcontracting Plan
Attachment J.8	Label Template Sample
Attachment J.9	Quality Insurance Letter of Instruction dated 22 August 2012
Attachment J.10	End Item Visual Examination Log

(End of Summary of Changes)