

| | | | | | | | |
|---|------------------------------------|---|--|---|---|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 23 | |
| 2. CONTRACT NO. M67854-11-D-5000 | | 3. AWARD/EFFECTIVE DATE 08-Dec-2010 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM ATTN: STEFANIE CONWAY 2200 LESTER STREET QUANTICO VA 22134 TEL: 703-432-5008 FAX: | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVE, BLDG. 4-A P.O. BOX 11427 PHILADELPHIA PA 19111-0427 | | CODE S3915A | |
| 17a. CONTRACTOR/OFFEROR WM ROBOTS, LLC CLAY FOX 3075 ADVANCE LN COLMAR PA 18915-9420 TEL. 215-822-2525 | | CODE 4LAH2 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266 | | CODE HQ0337 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| SEE SCHEDULE | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| | | | | | \$21,733,460.10 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/> | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| | | | | <i>Sakeena S. Siddiqi</i> | | 08-Dec-2010 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SAKEENA SALMAN SIDDIQI / CONTRACTING OFFICER TEL: 703-432-4081 EMAIL: sakeena.siddiqi@usmc.mil | | | |

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

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

| | | | | |
|---|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | |

| | | |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

| | | | |
|---|-----------------------------------|--------------------------------------|-----------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | 42c. DATE REC'D (<i>YY/MM/DD</i>) | 42d. TOTAL CONTAINERS |

Section SF 1449 - CONTINUATION SHEET

CONTRACT INFORMATION

CONTRACT TYPE: A Firm Fixed Price, Indefinite Delivery/Indefinite Quantity (FFP ID/IQ) is the contract type for the performance period of this contract.

DELIVERY ORDERS: Each delivery order will contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the ordering period and the number of units ordered in accordance with the Schedule of Supplies and/or Services of this contract. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order for the year in which the order is placed. Quantities are not cumulative from order to order. The unit price of each order is determined by the total quantity for that order only, regardless of the previous number of orders issued or the total of previous quantities ordered. Delivery of units under a specific delivery order shall not be combined with delivery of units under another delivery order. Delivery orders will incorporate all clauses of the contract.

PERIOD OF PERFORMANCE: The period of performance for this contract shall be 12 months after the date of contract award, with two option periods of 12 months each, for a total of 36 months.

DELIVERY REQUIREMENTS: The delivery time for the first thirty (30) systems is forty-five (45) days after contract award. The required delivery time for the next one hundred seventy (170) systems is seventy-five (75) days after contract award. The required delivery rate for the remaining four hundred (400) systems is fifty (50) per week until delivery is complete.

EXERCISE OF OPTIONS: If options are exercised by the Government, the Contracting Officer shall exercise on or before the date provided below:

| <u>Option Item</u> | <u>PCO shall exercise on or before</u> |
|--------------------|--|
| 0101-0103 | Within 12 months after contract award |
| 0201-0203 | Within 24 months after contract award |
| 0005-0009 | Within 36 months after contract award |

PACKAGING INSTRUCTIONS: All packaging of the Handheld Low-Metallic Signature Mine Detector (LMSDs) under CLINs 0001, 0101, and 0201 shall be in accordance with the Contractor's best commercial practices, as set forth in each delivery order and in Attachment 3. All data deliverables and correspondence shall be submitted to the Project Officer specified under Points of Contacts.

ITEM UNIQUE IDENTIFICATION (IUID): The Item Unique Identification (IUID) Tag shall conform to MIL-STD 130, and include the enterprise identifier, part number and serial number. The IUID Tag shall be printed on a black background, no larger than 2.5" x 1.25". It shall affixed to the underside of the VMR2 Electronic Control Unit (ECU) case, to one side of the telescoping pole, so as to be readable with the battery installed. Each VMR2 detector shall have an IUID Tag, which shall be entered by the Contractor into the IUID registry. See Attachment 4.

The data plate shall have black lettering printed on an OD green background, no larger than 2.5" x 1.25". It shall be affixed to the underside of the VMR2 ECU case, on the opposite side of the telescoping pole from the IUID Tag, so as to be readable with the battery installed. The data plate shall include the following information:

NOMEN: LOW METALLIC SIGNATURE MINE DETECTOR
 MODEL: VALLON VMR2 (MINEHOUND)
 FIRMWARE: 3.0 GPR ALGORITHM SET: 75
 USMC TAMCN: B01022B
 NATO SN: 6665-12-371-0877

POINTS OF CONTACT:

a. Contracting Officer:
 Richard Augsburger
 2200 Lester St.
 Quantico, Virginia 22134-5010
 Email: Richard.augsburger@usmc.mil

b. Contract Specialist:
 Stefanie Conway
 2200 Lester St.
 Quantico, Virginia 22134-5010
 Email: Stefanie.Conway@usmc.mil
 Ph: 703-432-5008

c. Project Officer:
 Major Koloski
 2200 Lester St.
 Quantico, Virginia 22134-5010
 Email: thomas.koloski@usmc.mil

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|-------------|-----------------|
| 0001 | Low Metallic Signature Mine Detectors FFP The Contractor shall furnish Vallon MineHound VMR2 Ground Penetrating Radar (GPR) Mine Detector with Firmware ver 3.0 and GPR Algorithm Set 75. To include all associated batteries, quick disconnect sling, U.S. NEMA-compliant battery charger, hard transport case, test/calibration pieces, data plate, IUID Tag and documentation. FOB: Origin | 600 | Each | \$32,500.00 | \$19,500,000.00 |
| MAX NET AMT | | | | | \$19,500,000.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|-------------|----------------|
| 0002 | User-Level Parts Blocks FFP Supports first-line Preventive and Corrective Maintenance for six (6) LMS MDs for one year of combat operations IAW Attachment 1. Preventive maintenance includes visual inspection, testing, cleaning, tightening, and other minor adjustments, making external adjustments on equipment and performing operational checks using authorized tools, manuals and test equipment. Corrective maintenance includes the performance of minor cable and cable connector repair, isolating the cause of equipment malfunction to the defective Line Replaceable Unit (LRU) by the use of Built-in test (BIT), removing and replacing LRUs. FOB: Origin | 110 | Each | \$14,113.98 | \$1,552,537.80 |
| MAX NET AMT | | | | | \$1,552,537.80 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|------|--------------|--------------|
| 0003 | Field-Level Parts Blocks And Tools Kits FFP Field level maintenance actions include inspection, diagnosis (in-depth), modification, replacement, adjustment, and limited repair or evacuation/disposal of principal end items and their selected repairables and components/sub-components IAW Attachment 2. Field level maintenance also includes calibration and repair of test, measurement and diagnostic equipment (TMDE) as well a fabrication of items, precision machining, and various methods of welding. FOB: Origin | 6 | Each | \$112,662.05 | \$675,972.30 |
| MAX NET AMT | | | | | \$675,972.30 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|------------|
| 0004 | Operator and Maintenance Manual FFP | 1 | Lot | \$4,950.00 | \$4,950.00 |
| | <p>The Contractor shall provide Commercial Off-the-Shelf (COTS) operator and maintenance manuals for the LMS MD in accordance with MIL-PRF-32216, to include supplemental data as necessary. The manual(s) shall contain calibration, operation, fault isolation, troubleshooting flowcharts and maintenance task instructions. The manual(s) shall include a complete repair parts lists (including exploded views of all assemblies and subassemblies) and special tools lists. The manual shall include recalibration and re-pressurization procedures. All manuals will be translated into English, with dimensional data in Standard US Units of Measurement format and will be verified by the Government. Hard-Copy and Electronic Manuals will be delivered with all LMS MD systems.</p> <p>FOB: Destination</p> | | | | |
| | | | | NET AMT | \$4,950.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|-------------|-------------|
| 0005 OPTION | New Equipment Training-Panama, FL FFP | 1 | Each | \$19,500.00 | \$19,500.00 |
| | <p>Option CLIN. New Equipment Training sessions will cover Initial Operator Training for the LMS MD at Panama, FL for 30 military personnel for session. The estimated training time for NET session is forty (40) hours, covering five, eight-hour training days. The Government will provide classroom/lecture facilities and appropriate practical application areas of landmine/IED training lanes, already seeded with GFE training targets.</p> <p>FOB: Destination</p> | | | | |
| | | | | NET AMT | \$19,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|-------------|-------------|
| 0006 | | 1 | Each | \$19,500.00 | \$19,500.00 |
| OPTION | New Equipment Training-Camp Lejeune NC FFP OPTION CLIN. New Equipment Training sessions will cover Initial Operator Training for the LMS MD at Camp Lejeune, NC for 30 military personnel for session. The estimated training time for NET session is forty (40) hours, covering five, eight-hour training days. The Government will provide classroom/lecture facilities and appropriate practical application areas of landmine/IED training lanes, already seeded with GFE training targets. FOB: Destination | | | | |
| NET AMT | | | | | \$19,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------|-------------|
| 0007 | | 1 | Each | \$19,500.00 | \$19,500.00 |
| OPTION | New Equipment Training-Camp Pendleton CA FFP OPTION CLIN. New Equipment Training sessions will cover Initial Operator Training for the LMS MD Camp Pendleton, CA for 30 military personnel for session. The estimated training time for NET session is forty (40) hours, covering five, eight-hour training days. The Government will provide classroom/lecture facilities and appropriate practical application areas of landmine/IED training lanes, already seeded with GFE training targets. FOB: Destination | | | | |
| NET AMT | | | | | \$19,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------|-------------|
| 0008 | | 1 | Each | \$19,500.00 | \$19,500.00 |
| OPTION | New Equipment Training-29 Palms, CA FFP OPTION CLIN. New Equipment Training sessions will cover Initial Operator Training for the LMS MD at 29 Palms, CA for 30 military personnel for session. The estimated training time for NET session is forty (40) hours, covering five, eight-hour training days. The Government will provide classroom/lecture facilities and appropriate practical application areas of landmine/IED training lanes, already seeded with GFE training targets. FOB: Destination | | | | |
| | | | | NET AMT | \$19,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------|-------------|
| 0009 | | 1 | Each | \$19,500.00 | \$19,500.00 |
| OPTION | New Equipment Training-Ft. Leonard Wood FFP OPTION CLIN. New Equipment Training sessions will cover Initial Operator Training for the LMS MD at various Ft. Leonard Wood for 30 military personnel for session. The estimated training time for NET session is forty (40) hours, covering five, eight-hour training days. The Government will provide classroom/lecture facilities and appropriate practical application areas of landmine/IED training lanes, already seeded with GFE training targets. FOB: Destination | | | | |
| | | | | NET AMT | \$19,500.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|-------------|-----------------|
| 0101 OPTION | Low Metallic Signature Mine Detectors FFP Option Year 1. The Contractor shall furnish Vallon MineHound VMR2 Ground Penetrating Radar (GPR) Mine Detector with Firmware ver 3.0 and GPR Algorithm Set 75. To include all associated batteries, quick disconnect sling, U.S. NEMA-compliant battery charger, hard transport case, test/calibration pieces, data plate, IUID Tag and documentation. FOB: Origin | 400 | Each | \$33,125.00 | \$13,250,000.00 |
| MAX NET AMT | | | | | \$13,250,000.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|-------------|----------------|
| 0102 OPTION | User-Level Parts Blocks FFP Option Year 1. Supports first-line Preventive and Corrective Maintenance for six (6) LMS MDs for one year of combat operations IAW Attachment 1. Preventive maintenance includes visual inspection, testing, cleaning, tightening, and other minor adjustments, making external adjustments on equipment and performing operational checks using authorized tools, manuals and test equipment. Corrective maintenance includes the performance of minor cable and cable connector repair, isolating the cause of equipment malfunction to the defective Line Replaceable Unit (LRU) by the use of Built-in test (BIT), removing and replacing LRUs. FOB: Origin | 75 | Each | \$14,819.68 | \$1,111,476.00 |
| MAX NET AMT | | | | | \$1,111,476.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|--------------|--------------|
| 0103 OPTION | Field-Level Parts Blocks And Tools Kits FFP Option Year 1. Field level maintenance actions include inspection, diagnosis (in-depth), modification, replacement, adjustment, and limited repair or evacuation/disposal of principal end items and their selected repairables and components/sub-components IAW Attachment 2. Field level maintenance also includes calibration and repair of test, measurement and diagnostic equipment (TMDE) as well a fabrication of items, precision machining, and various methods of welding. FOB: Origin | 6 | Each | \$118,295.15 | \$709,770.90 |
| MAX NET AMT | | | | | \$709,770.90 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|------|-------------|-----------------|
| 0201 OPTION | Low Metallic Signature Mine Detectors FFP Option Year 2. The Contractor shall furnish Vallon MineHound VMR2 Ground Penetrating Radar (GPR) Mine Detector with Firmware ver 3.0 and GPR Algorithm Set 75. To include all associated batteries, quick disconnect sling, U.S. NEMA-compliant battery charger, hard transport case, test/calibration pieces, data plate, IUID Tag and documentation FOB: Origin | 300 | Each | \$34,775.00 | \$10,432,500.00 |
| MAX NET AMT | | | | | \$10,432,500.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|------|-------------|--------------|
| 0202 OPTION | User-Level Parts Blocks FFP Option Year 2. Supports first-line Preventive and Corrective Maintenance for six (6) LMS MDs for one year of combat operations IAW Attachment 1. Preventive maintenance includes visual inspection, testing, cleaning, tightening, and other minor adjustments, making external adjustments on equipment and performing operational checks using authorized tools, manuals and test equipment. Corrective maintenance includes the performance of minor cable and cable connector repair, isolating the cause of equipment malfunction to the defective Line Replaceable Unit (LRU) by the use of Built-in test (BIT), removing and replacing LRUs. FOB: Origin | 60 | Each | \$15,560.66 | \$933,639.60 |
| MAX NET AMT | | | | | \$933,639.60 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|--------------|--------------|
| 0203 OPTION | Field-Level Parts Blocks And Tools Kits FFP Option Year 2. Field level maintenance actions include inspection, diagnosis (in-depth), modification, replacement, adjustment, and limited repair or evacuation/disposal of principal end items and their selected repairables and components/sub-components IAW Attachment 2. Field level maintenance also includes calibration and repair of test, measurement and diagnostic equipment (TMDE) as well a fabrication of items, precision machining, and various methods of welding. FOB: Origin | 3 | Each | \$124,209.91 | \$372,629.73 |
| MAX NET AMT | | | | | \$372,629.73 |

MIN AND MAX QTY

| CLIN MINIMUM /MAXIMUM QUANTITY | | | |
|---|-----------------|--|-----------------|
| | | | |
| | MINIMUM | | MAXIMUM |
| CLIN | QUANTITY | | QUANTITY |
| 0001 | 1 | | 600 |
| 0002 | 1 | | 110 |
| 0003 | 1 | | 6 |
| 0101 | 1 | | 400 |
| 0102 | 1 | | 75 |
| 0103 | 1 | | 6 |
| 0201 | 1 | | 300 |
| 0202 | 1 | | 60 |
| 0203 | 1 | | 3 |

TECHNICAL REQUIREMENTS**TECHNICAL REQUIREMENTS:**

1. The sensor suite shall consist of individual sensors and all hardware and software necessary to interface mechanically, electrically and electronically to the remaining system sub-components, as applicable. The system shall permit use of sensors both independently and simultaneously.
2. The system shall be capable of detecting low metal mines or explosive devices, with 5 grams or less of steel, buried at a depth of 4 inches. The system shall be capable of detecting high metallic mines or explosive devices, with 100 grams or more of steel, buried at a depth of 12 inches.
3. The system shall be capable of detecting small non-metallic explosive devices, consisting of a wide range of materials with the longest dimension of horizontal cross-section between 2" to 6", buried at a depth of 2 inches. The system shall be capable of detecting large non-metallic explosive devices, larger than 6", buried at a depth of 12 inches.
4. The system shall be able to compensate for mineralized, high metal type soils.
5. The system shall be able to detect non-ferrous metals.
6. The system shall weigh less than 10 lbs when configured for operation and with batteries installed.
7. The system shall operate without degradation in climatic conditions including, but not limited to, temperatures from -22°F to +120°F, plus the effects of solar radiation, altitudes to 3300 meters, shock and vibration associated with field use and transport, high humidity and climates supporting fungus growth, salt and corrosive atmospheres, rain, ice and hail. The system shall be capable of continuous operation in 95% humidity conditions.
8. The system shall be ruggedized to withstand a drop onto a solid surface from 6 feet, with no degradation in performance.
9. The system shall be water-proof and capable of operation after temporary immersion in 3 feet of water.
10. The system shall be able to detect targets with its metal detector subsystem while the head is submerged in water to a depth of 3 feet.
11. The system shall be capable of operating continuously for at least 4 hours on one fully-charged set of batteries.
12. The system shall have an audio signal that can be used with or without a head set. The audible signals shall be distinct for each sensor.

13. Once calibrated to immediate surroundings, the system shall store the current conditions in order to provide an "instant-on" capability until the environmental conditions change.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Origin | Government | Origin | Government |
| 0002 | Origin | Government | Origin | Government |
| 0003 | Origin | Government | Origin | Government |
| 0004 | Origin | Government | Origin | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0101 | Origin | Government | Origin | Government |
| 0102 | Origin | Government | Origin | Government |
| 0103 | Origin | Government | Origin | Government |
| 0201 | Origin | Government | Origin | Government |
| 0202 | Origin | Government | Origin | Government |
| 0203 | Origin | Government | Origin | Government |

WAWF INSTRUCTIONS

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (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 order 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 order is Major Koloski and can be reached on 703-432-3741 or via email at thomas.koloski@usmc.mil.

The contractor is directed to use the 2 in 1 format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854/Ext. PG 15) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
PO BOX 182264
COLUMBUS OH 43218-2264

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)
PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)
WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

Data entry information in WAWF:
Payment Office DoDAAC: HQ0337
Issue By DoDAAC: M67854
Admin Office DoDAAC: S3915A
Ship To/Service Acceptor DoDAAC: M67854
Contract Number: M6785411D5000
Order Number: (Specified on each order)

Before closing out of an invoice session in WAWF-RA, but after submitting your 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 primary point of contact’s email address(provided above) in the first email address block and add the alternate point of contact’s email address in the following block. 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.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.204-7 | Central Contractor Registration | APR 2008 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUL 2010 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | JUN 2010 |

CLAUSES INCORPORATED BY FULL TEXT

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 (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 quantity of 600;

(2) Any order for a combination of items in excess of quantity of 600; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|---|----------|
| 52.219-9 (Dev) | Small Business Subcontracting Plan (Deviation) | APR 2008 |
| 52.246-2 | Inspection Of Supplies--Fixed Price | AUG 1996 |
| 52.246-16 | Responsibility For Supplies | APR 1984 |
| 52.247-29 | F.O.B. Origin | FEB 2006 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | JAN 2009 |
| 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 |
| 252.211-7003 | Item Identification and valuation | SEP 2010 |
| 252.212-7001 (Dev) | Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation) | JUN 2010 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2010 |
| 252.227-7015 | Technical Data--Commercial Items | NOV 1995 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

X (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

X (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

- ___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- _X_ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- _X_ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- _X_ (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- _X_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- _X_ (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- ___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- ___ (ii) Alternate I (DEC 2007) of 52.223-16. .

X (31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

X (32) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (33)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (40) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (41) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.216-18 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 up to 36 months after contract award.

(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)

52.216-22 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 **36 months after date of contract award**.

(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://hydra.gsa.gov/far/current/html/toc.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.209-8 (DEV)

52.209-8UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION) (OCT 2010)

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.

(3) Public access to information in FAPIS.

(i) ~~With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system.~~ Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|------------------------------|-------|-------------|
| Attachment 1 | User-Level Parts Block List | 2 | 08-DEC-2010 |
| Attachment 2 | Field-Level Parts Block List | 2 | 08-DEC-2010 |
| Attachment 3 | Inspection Instructions | 7 | 08-DEC-2010 |
| Attachment 4 | IUID diagram | 1 | 07-DEC-2010 |

MCSC2011F030046

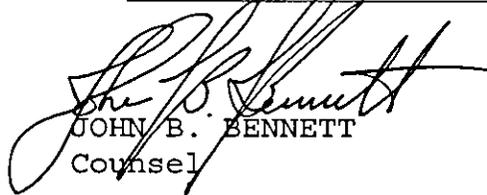
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24-Mar-11

Department of the Navy
Office of the General Counsel
ATTN: FOIA Appeals Office
1000 Navy Pentagon Room 4E635
Washington DC 20350-1000

For consideration, the appeal must be received in that office within 60 days from the postmark of this letter's envelope. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.


JOHN B. BENNETT
Counsel