

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 12

2. Amendment/Modification No. 0003	3. Effective Date 2015JAN15	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND STEPHANIE THOM WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: STEPHANIE.N.THOM.CIV@MAIL.MIL	Code W56HZV	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W56HZV-14-R-0193
		9B. Dated (See Item 11) 2014DEC23
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		10B. Dated (See Item 13)
Code	Facility Code	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended,  is not extended.

Offers 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 2 signed copies of the amendments; (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 ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  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.)

SEE SECOND PAGE FOR DESCRIPTION

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)	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-14-R-0193

MOD/AMD 0003

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEPHANIE THOM  
Buyer Office Symbol/Telephone Number: CCTA-ADT-C/(586)282-8016  
Type of Contract 1: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A0000 \*\*\*

Amendment 0003 to Solicitation W56HZV-14-R-0193  
ITEM NAME...: M295 Decontamination Kit  
NSN.....: 6850-01-357-8456  
PART NUMBER.: EA-D-1754

1. The purpose of this amendment is to make the following changes:

- a. Change the Unit of Issue in Section A Narrative, and on CLINS 0011, 0012, 0013 from EACH to BOX.
- b. Change delivery of the First Article Test Report from 150 days to 300 days on CLIN 0014.
- c. Change Government Approval/Disapproval Days from 150 days to 30 days on CLIN 0014.
- d. Revise clause 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS in Section F of the solicitation:

**FROM:**

- (i) If FAT is required, start deliveries 240 days after the delivery order date; or
- (ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries N/A days after delivery order date.

**TO:**

- (i) If FAT is required, start deliveries 480 days after the delivery order date; or
- (ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 120 days after delivery order date.

e. Revise clause 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989)-- ALTERNATE SEP/1989 I (JAN 1997) AND ALTERNATE II (SEP 1989) in Section I of the solicitation to add the TDPL number 20140196 in paragraph (a), and to add M295 Decontamination Kit and Sorbent Powder First Article Sample Sizes.

2. All other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0004 \*\*\*

**A.1 ADMINISTRATIVE SUMMARY:**

This solicitation, W56HZV-14-R-0193 is being issued under the authority of the Federal Acquisition Regulations (FAR) 16.202, Fixed Price Contracts. The U.S. Army Contracting Command - Warren (DTA) intends to negotiate and award a 3-year, Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract for the M295 Decontamination Kit, NSN:6850-01-357-8456. Delivery Orders will be placed as requirements surface.

**A.1.1 REQUIREMENTS:**

The U.S. Army Contracting Command - Warren (DTA) is soliciting offers for the following item:

ITEM NAME...: M295 Decontamination Kit  
NSN.....: 6850-01-357-8456  
PART NUMBER.: EA-D-1754

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	PIIN/SIIN W56HZV-14-R-0193	MOD/AMD 0003

**Name of Offeror or Contractor:**

**A.1.2 QUANTITIES FOR ORDERING:**

This Request for Proposal (RFP) will be awarded as an IDIQ contract with a three year term. The Minimum and Maximum quantities are as follows:

For CLIN 0011, CLIN 0012, CLIN 0013; M295 Decontamination Kit:

Minimum 3-Year Quantity: 5,607 Boxes  
 Estimated 3-Year Quantity (for evaluation purposes only): 91,000 Boxes  
 Maximum 3-Year Quantity: 113,750 Boxes

ONLY THE MINIMUM QUANTITY IS GUARANTEED.

**A.1.3 RANGE PRICING:**

The ordering ranges, as shown in Sections B, J and M, are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum are executed.

Provide range and ordering period pricing for CLINs 0011, 0012, 0013, using Attachment 0005 - Pricing Worksheet and input each unit price in range pricing provided in Section B.

Provide pricing for CLIN 0014 - First Article Test using Attachment 0005 - Pricing Worksheet and input the unit price in the space provided in Section B.

If multiple orders are placed within a 30 day time period, the quantities will be considered cumulative, and unit prices for the second order will be adjusted to apply the appropriate range prices for that quantity only.

**A.1.4 ORDERING PERIOD:**

ORDERING PERIOD (OP) 1: From Award Date - 364 Days After Contract Award  
 ORDERING PERIOD (OP) 2: From 365 Days - 729 Days After Contract Award  
 ORDERING PERIOD (OP) 3: From 730 Dates - 1,094 Days After Contract Award

**A.1.5 UNIQUE ASPECTS OF THIS SOLICITATION:**

1. This solicitation, W56HZV-14-R-0193, is for a 3-year, Firm-Fixed Price, IDIQ Contract. Under an IDIQ contract agreement, the U.S. Army Contract Command - Warren (DTA) guarantees to buy a minimum quantity of 5,607 boxes of the M295 Decontamination Kits, NSN: 6850-01-357-8456, and may order additional quantities above the minimum if we require them. As described in clause 52.216-19 "Order Limitations", specified minimum and maximum quantities will apply to any single delivery order that we may issue under this contract.

2. This solicitation will be issued under the terms of FAR 6.1, Full and Open Competition, and will result in the award of a 3-year, Firm-Fixed Price, IDIQ Contract.

3. Adherence to Military Specifications and Standards applies to this procurement. See the Technical Data Package(TDP) and Special Packaging Instructions (SPI) link below for specific instructions.

<https://www.fbo.gov/fedteds/W56HZV14R0193>

4. Contractor performed First Article Test (FAT) is required and will be separately priced. See the TDP and Clause 52.209-3, First Article Approval -- Contractor Testing for specific information.

5. Production Lot Testing is required. See the TDP and Clause 52.246-4520 PRODUCTION LOT TESTING (CONFORMANCE INSPECTION - CONTRACTOR) for details.

6. Shelf life markings are required for the M295 Decontamination Kit. See clause 52.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE and Section C & D Narratives for details.

7. Mobility Inventory Control Account System (MICAS) Labeling is required for the M295 Decontamination Kits. See supplemental instructions located within the TDP Link <https://www.fbo.gov/fedteds/W56HZV14R0193>

8. Live Agent Testing Requirements By Certified Laboratory:

(a) Live Agent Testing is required for First Article. Specific Live Agent Testing is specified in the TDP. Live Agent

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**Name of Offeror or Contractor:**

Testing will be conducted only by a laboratory that has met the performance certification requirements specified within this document. Please see clause 52.246-4516, "Lab Performance Certification Requirements", in Section E of this document.

(b) The offeror has the option of having a commercial testing laboratory perform the Live Agent Testing (but subject to lab performance certification requirements), or contracting separately with the Edgewood Chemical Biological Center (ECBC) test laboratories. See section E, "Inclusion of Testing Costs" clause 52.246-4515 for additional information.

9. Testing Costs: Offerors are responsible for the inclusion of all testing costs. Please see clause 52.246-4515, "Inclusion of Testing Costs", in section E of this document.

**A.1.6 NOTICE REGARDING FILL-INS:**

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you do not complete these fill-ins, your offer may be determined ineligible for award. Please be careful to read and complete each such clause and provision.

**A.1.7 REQUIRED NOTIFICATION TO SUBCONTRACTORS (IF USED):**

The contractor shall advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from the subcontracts. The Rating can be found next to block 1 on the first line of the Standard Form 33 (SF 33).

**A.1.8 NOTICE REGARDING CAGE CODES:**

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:

**A.1.9 NOTICE REGARDING MARKINGS:**

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under the contract that will result from this solicitation. Please refer to the clause in Section D of this solicitation entitled, PACKAGING REQUIREMENTS, as well as the clause in Section F of this solicitation entitled, ITEM IDENTIFICATION AND VALUATION. You must consider the cost of such requirements when preparing your offer in response to this solicitation.

**A.1.10 ACKNOWLEDGEMENT OF AMENDMENTS:**

Please acknowledge any amendments to this solicitation at FAR clause 52.214-4000, ACKNOWLEDGEMENT OF AMENDMENTS, in Section A of this solicitation. Include the number and date of each amendment. Acknowledgement of all amendments received is important because failure to do so may make your offer ineligible for award.

**A.1.11 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:**

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

**A.1.12 QUESTION/PROBLEM RESOLUTION:**

Routine questions regarding this award should be directed to the buyer identified in Block 9A of the SF 33. For more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions: ARMY CONTRACTING COMMAND - WARREN (DTA) OMBUDSPERSON in Section A and HQ-AMC LEVEL PROTEST PROCEDURES in Section L.

**A.1.13 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:**

This administrative summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. Any inconsistencies between this administrative summary and the solicitation will be resolved in favor of the specific requirements of the solicitation.

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\*\*\* END OF NARRATIVE A0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g 0014 (3 YEAR LONG TERM CONTRACT).</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0013:</p> <p>Minimum 3-Year Quantity: 5,607 BOXES                      (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 113,750 BOXES</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH CONTRACT FACTORS BUILT IN.</p> <p>*****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0011	<p>IN THE TACOM-WARREN PROCUREMENT NETWORK                      WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF 1449 COVER SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016,                      TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.</p> <p>@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 6850-01-357-8456                      COMMODITY NAME: DECONTAMINATION KIT, M295                      Mfr CAGE: 81361                      Mfr Part Number: EA-D-1754</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20000</td> <td>\$</td> </tr> <tr> <td>20001</td> <td>45000</td> <td>\$</td> </tr> <tr> <td>45001</td> <td>67284</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: TDPL 20140196                      DATE: 25-MAR-2014</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	FROM	TO	UNIT PRICE	1	20000	\$	20001	45000	\$	45001	67284	\$	EST 67000	BX	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE															
1	20000	\$															
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CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0012	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 6850-01-357-8456                      COMMODITY NAME: DECONTAMINATING KIT, M295                      Mfr CAGE: 81361                      Mfr Part Number: EA-D-1754</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20000</td> <td>\$</td> </tr> <tr> <td>20001</td> <td>45000</td> <td>\$</td> </tr> <tr> <td>450001</td> <td>67284</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: TDPL 20140196                      DATE: 25-MAR-2014</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	20000	\$	20001	45000	\$	450001	67284	\$	EST 12000	BX	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	20000	\$															
20001	45000	\$															
450001	67284	\$															
0013	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 6850-01-357-8456                      COMMODITY NAME: DECONTAMINATING KIT, M295                      Mfr CAGE: 81361                      Mfr Part Number: EA-D-1754</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20000</td> <td>\$</td> </tr> <tr> <td>20001</td> <td>45000</td> <td>\$</td> </tr> <tr> <td>45001</td> <td>67284</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u></p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	20000	\$	20001	45000	\$	45001	67284	\$	EST 12000	BX	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	20000	\$															
20001	45000	\$															
45001	67284	\$															

CONTINUATION SHEET

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>TOP DRAWING NR: TDPL 20140196                      DATE: 25-MAR-2014</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p><u>FIRST ARTICLE TEST- SEPARATELY PRICED</u></p> <p>NSN: 6850-01-357-8456                      COMMODITY NAME: DECONTAMINATING KIT, M295</p> <p>FIRST ARTICLE TEST (FAT) AND REPORT PURSUANT TO THE                      REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE                      APPROVAL - CONTRACTOR TESTING" IN SECTIONS E-4, I-93,                      AND CDRL 004.</p> <p>DELIVERY OF REPORT: 300 DAYS AFTER AWARD</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Destination                      Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00006) SEE FIRST ARTICLE TEST CLAUSE                      FOR DISTRIBUTION</p>	1	EA	\$ _____	\$ _____

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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 480 days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 120 days after delivery order date.

(iii) You will deliver 5,000 units every thirty days.

(d) Accelerated delivery schedule IS acceptable on first 5,000 units only. Subsequent deliveries shall follow the delivery schedule outlined in Section B of the delivery order.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start \_\_\_ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_ days after delivery order date.

[End of clause]

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
---------------	------------------------	--------------	-------------

I-1 CHANGED	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989
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(a) The First Article sample shall be submitted to perform the First Article requirements of TDPL 20140196 specifically: EA-D-2166E(DECONTAMINATING AGENT, SORBENT POWDER)dated 24 March 2014, Table V, and Performance Specification PRF EA-D-1754G (DECONTAMINATION KITS, INDIVIDUAL EQUIPMENT, M295) dated 24 June 2013, Table III, and all specifications, standards, and drawings, as modified by Section C-Engineering Exceptions of the TDPL for Decontamination Kits.

M295 Decontamination Kit First Article Sample Size: The first article sample shall consist of 13 boxes of M295 Decontamination Kits and 3 pounds of Sorbent Powder manufactured using the same methods, materials, equipment, and processes as will be used during regular production. Numbers of boxes, packets, mitts, and specimens to be inspected are listed in Table III of the performance specification titled "PRF EA-D-1754G.

Sorbent Powder First Article Sample Size: The first article sample shall consist of one batch of sorbent powder manufactured using the same methods, materials, equipment, and processes as will be used during regular production. The size of the first article batch shall be not less than 20 percent of the batch size to be used during regular production.

Live Agent Testing Required on both Sorbent and M295.

\*\*\*\*\*  
PLEASE NOTE - ADDITIONAL FIRST ARTICLE TEST INSTRUCTIONS ARE LOCATED WITHIN THE TDP LINK. SEE ATTACHEMENT "FIRST ARTICLE TEST & PRODUCTION LOT TESTING SUPPLEMENTAL INSTRUCTIONS"

<https://www.fbo.gov/fedteds/W56HZV14R0193>

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, Tod Miller at tod.v.miller.civ@mail.mil and the Quality Assurance Specialist, Leslie Wells at leslie.l.wells1.civ@mail.mil in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 300 calendar days from the date of this contract to the Contracting Officer, marked First Article Test Report: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_. Within 30 calendar days after the Government receives the test report, 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 repeat any or all first article tests. After each request for additional tests, 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 then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. 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 report 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, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, 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) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

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**Name of Offeror or Contractor:**

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) 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.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)