

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 17****PIIN/SIIN** W56HZV-13-D-0146**MOD/AMD** P00001**Name of Offeror or Contractor:** ALLEN-VANGUARD LLC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANTHONY GIACCHINA
Buyer Office Symbol/Telephone Number: CCTA-HBA-N/(586)282-4581
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Contract Expiration Date: 2018SEP25

*** End of Narrative A0000 ***

The purpose of this modification, P00001, to contract W56HZV-13-D-0146 is to:

1. Add the following required contract clauses:

DFARS 252.246-7003: Notification of Potential Safety Issues
DFARS 252.225-7012: Preference for Certain Domestic Commodities
FAR 52.227-2: Notice and Assistance Regarding Patent and Copyright
Infringement
FAR 52.227-3: Patent Indemnity
FAR 52.246-2: Inspection of Supplies-Fixed Price
FAR 52.215-6: Place of Performance
FAR 52.246-4025: Higher-Level Contract Quality
FAR 52.246-16: Responsibility for Supplies
FAR 52.246-17: Warranty of Supplies of a Noncomplex Nature

2. Add the following language to Section E: "Contractor is authorized to receive DoD Rates at a Major Range Test Facility Base (MRTFB) for FAT and LAT under this contract."

3. Incorporate new Quality Assurance language to section C, E and H of the contract.

4. Add Exhibits B - F as referenced in the new Quality Assurance language.

5. All other terms and conditions remain unchanged and in full force.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 17**

PIIN/SIIN W56HZV-13-D-0146

MOD/AMD P00001

Name of Offeror or Contractor: ALLEN-VANGUARD LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C SCOPE OF WORK

C.1. BACKGROUND AND GENERAL REQUIREMENTS

C.1.1. The Advanced Bomb Suit (ABS) Ensemble was initially fielded under an urgent acquisition in 2001 to rapidly supply blast protective equipment to Explosive Ordnance Disposal (EOD) Soldiers for use in Improvised Explosive Device Defeat Operations. Unprecedented usage has caused a sizable proportion of the equipment inventory to become inoperative and unsafe. The procurement of spare components will restore most inoperative bomb suits to operational status via parts replacement.

C.1.2. U.S. Army Contracting Command-Warren (ACC-WRN) intends to acquire Commercial-off-the-Shelf (COTS) replacement bomb suits and repair/replacement parts for the fielded Allen Vanguard Model EOD8 Bomb Suit, EOD9/9A Helmet System, and Hand Protection System, programmatically called the ABS Ensemble. The ABS replacement parts, assemblies, and sub assemblies must interface with the existing design and provide required blast, fragmentation, impact, and thermal protection levels for EOD Soldiers as defined in the ABS Purchase Description (PD). It is anticipated that no Government furnished equipment (GFE) shall be provided under this contract. The ABS Ensemble and repair parts will be stocked and stored at an Army depot, which the contractor will be required to ship parts to upon successful testing and inspection. The specific Army depot information shall be provided prior to contract award.

C.2. HARDWARE REQUIREMENTS

C.2.1. The Contractor shall supply all necessary personnel, facilities, equipment and materials to accomplish the requirements set forth herein. The ABS Ensembles and repair components to be acquired shall meet the following requirements:

C.2.1.1. EOD-8 Bomb Suit. The EOD-8 Bomb Suit is a three-piece, four size suit system consisting of a jacket with integral neck, chest, abdomen/groin plates; ballistic shorts; and trousers with ballistic foot covers and integrated spinal protection panel. The jacket shall provide full ballistic coverage to the torso, neck, and arms. The plate system in the jacket shall provide high levels of blast and ballistic protection to the frontal thoracic region. The EOD-8 Bomb Suit shall be packaged in the EOD-8 suit carry bag with carry handles and backpack straps. The EOD-8 Bomb Suit must be flame/thermal resistant, blast protective, fragmentation protective, and impact protective. It must fit the central 95th percentile EOD Soldier. Refer to Table 1 for the specific commercial and Government entity (CAGE) code, part number (PN) and national stock number (NSN) for each size.

C.2.1.2. EOD9-A Helmet Enhanced. The EOD-9A Helmet is a one size helmet shell with a visor, impact liner, hands free lighting system, power supply, control panel, hygienic flame resistant balaclavas, ventilation system, carry case and other necessary components to provide protection levels, operational, and functional capabilities delineated in the ABS Purchase Description. Refer to Table 1 for the specific CAGE code, PN and NSN for each size.

C.2.1.3. Hand Protection System (nomenclature: Holder, hand protection). The Hand Protection System is a ballistic panel and flame resistant glove (available in 3 sizes) that interfaces with the bomb suit to provide wrist and hand protection. Refer to Table 1 for the specific CAGE code, PN and NSN for each size. The Hand Protection System shall provide 17 grain fragment simulating projectile minimum ballistic performance of 1720 feet per second (V50).

C.2.1.4. Replacement Parts. In general, the highest incidence of damage or loss of components is to the outward facing components in contact with the ground (i.e. trouser outer shells and foot covers; inner chest plates composed of Ultrahigh Molecular Weight Polyethylene; groin plates in larger size suits that impact the ground during use; and small items such as Hand Protection System and trouser leg expansions. The replacement parts must meet original equipment manufacturing standards and enable the system to meet the PD AR/PD 11-04 performance requirements. For individual components that are not called out separately in the System PD AR/PD 11-04, performance requirements are provided as follows: Groin Plate Assembly- 64 gr. RCC V50 minimum performance 3140 fps; Leg Expansion Pair- 17 gr. FSP V50 minimum performance 700 fps (tested for Government Reference Only); Boot Cover (ballistic insert old style)- 17 gr. FSP V50 minimum performance 1320 fps; Body Armor, Outer Chest Plate- 17 gr. FSP V50 minimum performance 1670 fps; Chest Plate, Inner (Spectra)- 17 gr. FSP V50 minimum performance 2545 fps. Visor, transparent portion 17gr. FSP V50 minimum of 2500fps (this is corrected from 19 JUL 11 ABS PD of 2560fps as per PM SPE ECP 12-0053).

C.3. LOGISTICS REQUIREMENTS

C.3.1. Vendor Item Control Drawings (VICD) and System Drawing Tree. The Contractor shall prepare a VICD for the following items: grounding strap and the Hand Protection System. The drawings shall be prepared in accordance with applicable industry standards for VICDs (i.e. the drawings shall include sufficient information to ensure identification and procurement of interchangeable items). The drawings shall depict the configuration of each item pictorially, while defining the form, features, and overall dimensions of the item. The overall dimensions for items with multiple sizes shall be shown on the drawings in a tabulated format. The drawings shall include the vendor name, address, and CAGE code relative to the suggested source of supply and list unique contractor part numbers for each size of each item. In the event of configuration revisions to the items listed above which affect the data included on the VICDs, the Contractor shall provide the Government with a revised drawing showing the revised configuration. The requirement for revised drawings shall remain in effect for the duration of the contract.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 17
	PIIN/SIIN W56HZV-13-D-0146	MOD/AMD P00001
Name of Offeror or Contractor: ALLEN-VANGUARD LLC		

C.3.2. VICD and System Drawing Tree Format. The VICDs and updated drawing tree shall be delivered to the Government in Portable Document Format (PDF) format on a compact disc (CD).

C.3.3. Logistics Delivery Schedule. The VICDs and system drawing tree shall be delivered in accordance with the requirements detailed in CDRL A001.

C.4 ADDITIONAL REQUIREMENTS

C.4.1. Item Unique Identification (IUID). Item Unique Identification (IUID) marking shall be in accordance with DFARS clause 252.211-7003, Item Identification and Valuation. As stated in DFARS 211.274-2, Policy for Unique Item Identification, the Contractor will provide DoD IUID, or a DoD recognized IUID equivalent, for all items delivered with an acquisition cost of \$5000 or more. For this contract the Government requires UID marking on the EOD helmets only. All other items shall have acceptable commercial markings that meet the guidelines in DoD Guide to Uniquely Identifying Items (<http://www.acq.osd.mil/dpap/pdi/uid/index.html>).

The Contractor shall develop specific item identification marking requirements in accordance with MIL-STD-130N. Direct identification marking and identification plates, identification bands, identification tags, or identification labels used shall be as permanent as the normal life expectancy of the item and be capable of withstanding the environmental tests and cleaning procedures specified for the item to which it is affixed.

Marking of items shall be accomplished in a manner that will not adversely affect the life and utility of the item. Marking materials creating hazardous conditions shall not be used. Legibility shall be as required for human readability per MIL-STD-130N.

If the technical data has not specified the marking location, markings shall be located such that they are visible during item use. The location of the marking on the item shall ensure its readability during normal operational use. Marking size shall satisfy the legibility requirements of 4.3 in MIL-STD-130N. All aspects of item identification marking shall be specified directly or by reference on the document delineating the item to be marked.

C.4.1.1. Item Unique Identification (IUID) Label Material. The IUID label shall be developed such that the label is black and the text is light colored lettering.

C.4.1.2. IUID Construct. The label will follow the UII construct #2 format. The IUID label will consist of a 2D Data Matrix (MRI marking) and HRI that reflects the manufactures CAGE code, lot number, National Stock Number, serial number, part number, date of manufacture and contract number.

C.4.1.3. IUID Registry. In accordance with DFARS clause 252.211-7007, Reporting of Government-Furnished Equipment in the DoD IUID Registry, the Contractor must register IUID information into the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items: (1) Delivered or shipped from the Contractors plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; (2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments; (3) Disposed of; or (4) Transferred to a follow-on or other contract.

The IUID Registry is the ultimate repository where all IUID data will be captured. It will serve as an acquisition gateway to identify what the item is, who receives the item originally, the initial value of the item and the contract and organization the item is acquired from. It also has the capability to intersect with other systems (e.g., property management, logistics, and inventory management). The registry is located on the internet at.

Prior to using the Controlled Access portion of the IUID Registry, each user must register an account in order to be given login credentials and access rights. In order to be provided with a login, you will need to be a Government employee or a U.S. Government Contractor with approval from a DoD Program Manager or equivalent. Prior to registering with the IUID Registry, commercial manufacturers and Government manufacturing activities must be registered in the System for Award Management (SAM) database, which can be accessed online at <https://www.sam.gov/portal/public/SAM>. Verification of IUID submission does not require controlled access, but all other functions do.

In addition to loading the information into the DoD IUID Registry, the Contractor shall provide an excel spreadsheet via email to a Logistics Support Activity (LOGSA) IUID Representative. The spreadsheet should include NSN (no hyphens or spaces), item serial number, and UII information. The Contractor shall contact Army Contracting Command Warren (ACC-WRN) to obtain the LOGSA representatives POC information.

C.4.1.4. Transmitting IUID Data. Wide Area Work Flow (WAWF) -Receipt and Acceptance is the standardized data capture mechanism for transmitting IUID data from Contractors to DoD for new acquisitions of tangible items. WAWF is an electronic DoD-wide application designed to eliminate paper from the receipt, acceptance and invoicing process of the DoD contracting lifecycle. A secure, web-based application, WAWF enables authorized Defense Contractors and DoD personnel to create, capture, and process receipt, acceptance, and payment-related documentation and to electronically access contract related documents.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 17
	PIIN/SIIN W56HZV-13-D-0146	MOD/AMD P00001
Name of Offeror or Contractor: ALLEN-VANGUARD LLC		

Vendors can electronically submit invoices and receiving reports into WAWF using existing Electronic Commerce methods. Choices include Web interactive forms and electronic submission from Vendor automated systems. Vendors can access the WAWF system via the web interface at <https://wawf.eb.mil> and follow the link called "Self Register to use WAWF (New Users)", where they will be walked through the process of gaining access to the WAWF system. A WAWF training site is located at <http://www.wawftraining.com>.

C.4.2. Warranty. The unit price of each item shall include the Contractors standard commercial warranty, including pass-through warranties.

C.4.3. Quality Assurance. The Advanced Bomb Suit (ABS) Ensemble requires special contract quality assurance because it is a life and limb system with high visibility.

Prior to inspecting lots, all test reports and certificate must be provided to the Quality Assurance Representative (QAR). The QAR for the ABS is Mike Reagan, DCMA Syracuse, 315-452-8579.

All lots submitted for ballistic testing shall be accompanied with a DD1222 signed and stamped by the QAR.

Lots shall not be released without prior approval from the Contracting Officer (KO).

C.4.4. Storage & Issuance of Parts. The OEM will not store or issue parts under this contract. All parts shall be shipped to an Army depot for storage and issuance requirements.

C.5. MEETINGS, CONFERENCES AND REVIEWS

C.5.1. General. The Contractor and Government will have monthly meetings and reviews during this contract's performance period based on lot failures, First Article Tests, delivery schedules, or any other issues with the contract. Meetings are used to review progress and provide guidance on technical, logistics, contractual or other issues that arise during contract performance. It is anticipated at this time that all meetings will be held telephonically.

C.5.2. The Contractor shall participate in the following meetings:

C.5.2.1 Start-of-Work (SOW) Meeting. Within 7 days of contract award, a Start of Work meeting will be held telephonically and should last no more than 4 hours. The Contractor shall present its approach to manage and develop engineering and logistics products. The Contractor shall have a draft production plan available for discussion purposes. The SOW meeting will focus on reviewing the following.

- a. Contract terms and conditions
- b. Data requirements
- c. Required specifications
- d. Test requirements and schedules
- e. Program Schedule to include all Engineering and Integrated Logistics Support (ILS) program events and data deliverables
- f. Logistics products and data development guidance

C.5.2.2. In-Process Reviews (IPRs). It is anticipated that up to four IPRs may be required during the period of performance. These reviews shall be held telephonically to review engineering and logistics issues and reach consensus for resolution. The Contractor or the Government may initiate the request for an IPR.

C.6 First Article Test and Production Lot Acceptance Testing.

C.6.1 First article testing (FAT), Lot Acceptance Testing (LAT), and conformance inspections shall be conducted per contract, Purchase Description (PD), and contractor internal requirements. Tests, inspections, and procedures used are subject to Government review and approval. The contractor shall provide test data, traceability to materials, and procedures that verify the outcome contained in all Certificate of Conformance. The contractor shall produce all products in accordance with an approved FAT and Production Process Package (PPP or equivalent system). The Government reserves the right to suspend or revoke production authorization for non-compliance with the contract requirements.

C.6.2 Corrective Action Report (CAR). The contractor shall conduct initial failure analysis and provide a CAR response to the KO, Defense Contract Management Agency (DCMA) (Quality Assurance Representative (QAR) and Administrative Contracting Officer (ACO)), and PM-SPE in accordance with Section J, Exhibit E. Upon receipt of the CAR, the KO will determine whether to approve the CAR within ten (10) working days from receipt.

C.6.3 The contractor shall include all salient information for failure analysis (i.e. detailed failure analysis methodology, testing, identify the root cause, corrective action plan and validation plan, etc) to assess the effectiveness of the corrective action and proposed disposition of the failed item and lot, and containment actions. The contractor shall include in the CAR documented evidence that rejected items are not sold to other USA Military Services, General Services Administration (GSA) and other venues in which Soldiers/Units may buy replacements using individual or unit funds. CAR procedures and delivery timeline are outlined in Section J,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 17
	PIIN/SIIN W56HZV-13-D-0146	MOD/AMD P00001
Name of Offeror or Contractor: ALLEN-VANGUARD LLC		

Exhibit E.

C.6.3.1 A production authorization remains in effect and acceptance may continue unless:

C.6.3.1.1 The contractor fails any single LAT. The KO will notify DCMA that acceptance shall be withheld, upon the recommendation of DLA TS. The contractor shall segregate the material of the lot in question from all other production lots in process, conduct a failure analysis, and provide a CAR response to the KO in accordance with Section J, Exhibit E. The KO will determine within thirty working days of receipt of the final CAR response if it is technically acceptable. If not found to be technically acceptable, the contractor will be notified by the KO to resubmit the CAR response. The KO will notify the contractor of Government acceptance of the CAR and if production under a previously approved FAT configuration may resume or if the contractor must conduct a new FAT. If a new FAT is required, the contractor shall submit the required samples for testing (at the contractor's expense), as directed by the KO, for the issuance of a new FAT Approval Letter. The FAT Report remains the property of the Government. Schedule delays as a result of product failure to fully satisfy the Government's requirements as documented in the KO's correspondence, with the contractor, is the responsibility of the contractor. Cost to retest FAT products will be borne by the contractor.

Additionally, the Government reserves the right when a lot fails LAT and is subsequently rejected, that lot is rejected in total and no component parts may be used in the production of any other lot, or any other Government contract. Failed lots shall not be delivered and products failed shall not be commingled with other lots. The Government shall have the right to revoke acceptance of any and all items that may contain the root cause failure mode, and to require the contractor to replace all affected units at the contractor's expense, including transportation costs. Failures occurring during Government testing are also subject to this requirement.

C.6.3.1.2 The contractor fails LAT requirements on two (2) consecutive lots. Consecutive lots are defined by production dates and not testing dates. Should this occur, the Government will withhold acceptance and may immediately cease all production (Stop Acceptance) from the contractor. The contractor will segregate the material of the lot in question from all other ongoing production lots, conduct an analysis, and submit a CAR to the KO after notification of failure. The CAR and subsequent Government decision shall follow the same provisions outlined in the section above; see Section J, Exhibit E for detail submission timeline.

C.6.3.1.3 A pattern of negative trending or failure is demonstrated outside of the two (2) failed consecutive lots rule stated above. This could include statistically significant shifts in performance, whether improvement or degradation. Should this occur, the Government will withhold acceptance and may immediately cease all production (Stop Acceptance) from the contractor. The contractor will segregate the material of the lots in question from all other ongoing production lots, conduct an analysis, and submit a CAR to the KO NLT fifteen (15) working days after notification of failure. The CAR and subsequent Government decision shall follow the same provisions outlined in section above. Schedule delays due to the provisions of a pattern of negative trending or failure are the sole liability of the contractor.

C.6.3.1.4 A contractor not in production with an approved First Article design for more than a period of 180 consecutive days. When multiple designs have been approved over the course of the contract, each design production time will be self contained. Non-production under this stipulation will result in automatic revocation of the FAT approval.

C.6.4 Address for FAT/LAT submission. Samples selected by the Government shall be submitted with a DD1222 for evaluation to the following address:

U.S. Army Aberdeen Test Center (W81C5M)
ATTN: Dan Cook
Building 358
400 Collieran Road
Aberdeen Proving Ground, MD 21005
Phone: 410.278.4297
Email: daniel.p.cook42.civ@mail.mil

C.7 Quality Management System (QMS). The contractor shall have a QMS that follows the requirements of FAR 52.246-11 contained in this contract. As such, the contractor shall establish, document, implement and maintain a QMS and continually improve its effectiveness in accordance with the requirements of ISO 9001:2008. All requirements of the contract apply to subcontractors and suppliers. The contractor shall ensure that all applicable quality requirements, associated specifications, and any other contractual agreements are conveyed contractually to their subcontractors and suppliers, and that compliance is verified by the contractor. The contractor shall monitor, assess, and audit quality and reliability at all subcontractor and supplier facilities. The contractor shall maintain verification records for all subcontractor and supplier QMS audits. The Government reserves the right to audit products and processes, as well as the QMS, at any stage of contract performance. The contractor shall maintain a calibration system in accordance with ANSI/ISO/ASQ Q10012-2003 or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment to include all accessories and ancillary equipment are properly calibrated and identified by appropriate labeling.

C.7.1 Quality Audits. The Government reserves the right to audit the contractor's QMS for all products/processes related to the contract. These audits may be of the QMS, a particular process, or the product. A Production Readiness Review (PRR) Audit is required prior to full rate production. Passing the PRR Audit is required in order to receive written authorization from the Government to proceed to full production.

Name of Offeror or Contractor: ALLEN-VANGUARD LLC

C.7.2 Subcontractor and Supplier Management. The contractor shall be responsible for work performed by their subcontractors and suppliers including any inspections and tests. The contractor shall ensure that all applicable quality requirements, associated specifications, and all contractual requirements applicable to the subcomponent or materials, and spare part are conveyed contractually to their subcontractors and suppliers, and that compliance is verified for the period of performance of the contract. Subcontractors and suppliers of key/critical components or processes shall be identified including names and contact information for key personnel. The contractor shall maintain documented evidence that the subcontractors and suppliers meet all criteria related to the contracts materials and processes, including ISO 9001:2008 compliant QMS. The Government reserves the right to, in coordination with the contractor, review/audit any subcontractors and suppliers of key/critical components. These reviews and audits by the Government will not relieve the contractor of responsibility for their subcontractors.

C.7.3 Quality Manual. The contractor shall plan for achieving customer satisfaction and assure that the product meets contractual and internal requirements. As required by ISO 9001:2008, the contractor shall establish and maintain a Quality Manual. The contractor shall submit the Quality Manual for Government approval within 10 working days of contract award or KO request, whichever is first. Copies should be submitted to PM SPE Quality Assurance, the KO, and appropriate DCMA representative. The Quality Manual must include: the scope of the QMS, the documented procedures established for the QMS, and a description of the interaction between the processes of the QMS. All procedures describing the activities needed to implement the system shall be submitted in their entirety. In conjunction with the Quality Manual the contractor shall provide a cross-walk matrix that demonstrates that their Quality Manual is compliant with and or equivalent to the requirements of ISO 9001:2008. The Quality Manual and the cross-walk matrix shall be submitted in electronic format Microsoft Word; electronic mail is the preferred method of delivery.

C.7.4 Production Process Package (PPP) or Equivalent System. A PPP or equivalent system shall be prepared by the contractor, and made available for validation by DCMA, and Government approval. The PPP or equivalent system shall be prepared in conjunction with the First Article build, and is required ten (10) working days after FAT submission (based on DCMA signed date on DD1222). PPP or equivalent system is to be design specific and should supplement, not replace, the Quality Manual. The KO will provide written approval notification thirty (30) working days from system audit by Government personnel of the technically acceptable PPP or equivalent system. If the PPP or equivalent system is determined to be technically insufficient, the PPP will be returned to the contractor for correction. The contractor will then have an additional ten (10) working days from Government notification to establish a technically acceptable product. The contractor is responsible for all associated delays as a result of submitting technically insufficient PPP.

The PPP or equivalent system shall include detailed product information, to include at a minimum:

1. Design #
2. Technical data package (if not already requested during FAT)
3. Raw materials
4. Raw material suppliers
5. FAT component material test data/certifications (to include Berry Amendment compliance certification for all applicable materials)

The PPP shall also include detailed process information, to include at a minimum:

1. Process Flow Chart (to include all steps and sequence in the manufacturing process)
2. Control Plan, to follow steps in process flow chart, including:
 - a) Process/operation number and description
 - b) Machinery/equipment/tools
 - c) Product/process characteristic to be controlled
 - d) Product/Material Safety Data Sheets
 - e) Specification/tolerances
 - f) Reference drawing/criteria
 - g) Evaluation/measurement method
 - h) Sample size and frequency
 - i) Control method
 - j) Reaction plan
 - k) All work instructions shall be provided and referenced in either the Process Flow Chart or Control Plan.

The PPP must be submitted in electronic format. All internal documentation must state the controlled document revision used for the PPP under consideration.

C.8 Quality Limited Life Materials: The contractor shall ensure that shelf life, cure date, date of manufacture, and expiration date are provided to the Government for all limited life materials, and shall be recorded on the Certificate of Conformance. Limited life

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 17
	PIIN/SIIN W56HZV-13-D-0146	MOD/AMD P00001

Name of Offeror or Contractor: ALLEN-VANGUARD LLC

materials shall have a minimum of 95% shelf life remaining unless otherwise approved in writing by Government. If rubber materials are used in the manufacturing process, the contractor shall provide test reports with each shipment to ensure remaining shelf-life meets the Government's requirement. Test Reports shall show actual values as observed in testing along with the remaining shelf-life.

C.9 Warranty. The contractor is required to deliver a product that conforms to contractual requirements after acceptance. The warranty period shall be a minimum of 365 calendar days from date of delivery. If the contractor's commercial warranty exceeds 365 days the Government shall receive the benefit. The contractor shall deliver to the Government the written terms of the commercial warranty for use in returning nonconforming products identified after acceptance. The warranty shall clearly state for all production lots that the warranty period is in compliance with the contract. The conditions for return, correction, or replacement to the Government as stated in FAR 52.246-17 shall apply if a commercial warranty is supplied. The Government will notify the contractor in writing using Return Material Authorization Process within 60 days of discovering a defect covered by this clause. Products provided shall be in compliance with FAR Clause FAR 52.246-17 Warranty of Supplies of a Noncomplex Nature, (June 2003).

C.10 Configuration Management.

C.10.1 Configuration Management. The contractor shall establish a configuration management program for Advance Bomb Suit (ABS) program that addresses all new and/or modified hardware, firmware, software and documentation resulting from this contract. The contractor, at no additional cost to the Government, shall correct all non-conformances. The contractor shall use configuration control to manage proposed changes beginning with the submission of the FAT item(s). Configuration control shall be used to document the impact of proposed changes and to update configuration documentation. Following acceptance of the First Article Unit(s), the contractor shall not alter the design in form, fit, or function without prior approval from the KO.

C.10.2 Configuration Status Accounting (CSA). All baselines, Engineering Change Proposals (ECPs), deviations and waivers shall be documented in the contractor's configuration status accounting database.

C.10.3 Engineering Change Request (ECR).

The contractor shall prepare ECRs for any process or product changes proposed after FAT/PPP approval and submit them to the Government for concurrence. An ECR can be an Engineering Change Proposal (ECP), a Request for Waiver (RFW), or a Request for Deviation (RFD). An ECP is a permanent change to a configuration item. A RFD is a temporary change to a configuration before production. A RFW is a temporary change to a configuration after production. ECR (select type of change requested: ECP, RFW or RFD) submissions must be on PM SPE Form 1 (see Exhibit B). The Government will approve or disapprove a submitted ECR with any modifications to the agreed to product or process; the contractor shall not implement any changes nor make modifications prior to Government approval of the ECR. The Government will decide as to the need for a new FAT based upon the proposed changes. Cost for a new FAT will be borne by the contractor.

C.10.4 Identification and Traceability. Reference ISO 9001:2008 Clause 7.5.3 Identification and Traceability is a requirement under this contract. Lot numbering is applicable. The contractor shall maintain traceability records for all component parts used to manufacture the end item product. All component parts lot identification shall be traceable through to the end item product's lot number and contract number. Subcontractor's component part lot information shall enable traceability to the raw materials used in the component part. Each product lot shall consist of only one product variant (size and color, etc.). A product lot can be made from multiple lots of ballistic material, where a lot of ballistic material is defined as an individual roll of ballistic material. However, in the case where any additional ballistic material is left over from the production run, that material may only be used in the next consecutive product lot. Records shall be maintained and readily available for Government review and audit verification. For end item products identified with individual serial numbers, the traceability requirements listed above shall be traceable via the individual serial number. Every end item shall be durably marked in such a fashion as to be traceable from production through to the ballistic test records for that lot. The contractor shall ensure that the serial number is indelible after exposure to mechanically stripping or by the use of a solvent and as specified in the PD. The contractor shall ensure that solvents, fuels and other liquids do not diminish the serial number markings.

C.10.5 Production Data. The following information determined during production shall be made a matter of record and shall be furnished on request to the contracting official. This data shall be identified with the serial number/lot number of the product. Data generated during inspection or other protocols per quality system/Quality Manual/PPP; this includes, but is not limited to the items below:

Dimensional measurements (weight, thickness, etc)

Supplier lot information and traceability for all component parts identified in the technical data package. This shall include material compliance forms signed by the contractor, each subcontractor or material supplier supported by independent test data (Material Test Report). Contractor shall ensure that Material Test Reports exist to support each compliance form per lot. A copy of the manufacturer's material test report for each lot is required with shipment of material stating to which specification the material was made. These reports shall include the following information:

1. Signature and title of authorized test facility
2. Signature and title of authorized prime contractor quality personnel
3. Applicable specification and revision
4. Quality statement compliance to applicable specification/contract requirement
5. Operational, ownership and environmental test data generated by the contractor on the end items.
6. Ballistic performance test data generated under all first article, lot acceptance, conformance, and validation

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 17
	PIIN/SIIN W56HZV-13-D-0146	MOD/AMD P00001
Name of Offeror or Contractor: ALLEN-VANGUARD LLC		

testing.

7. Traceability Information

C.11 Safety.

The contractor shall certify that safety is inherent in the design and fabrication of the product provided for FAT is achieved in accordance with Federal and Industry standards and regulations. The contractor shall implement a System Safety Program that applies to the applicable safety design requirements and management controls. The contractor shall develop and maintain documents that demonstrate early hazard identification, evaluation, and elimination or control to preclude injury or death to user/operators or maintainers of product. All Material/Product Safety Data Sheets shall be included in the PPP. All safety documents shall be made available to the government for review and or audit.

C.12 Management/Meetings/Reporting.

C.12.1 Program Manager. The contractor shall assign a Program Manager (PM) who shall serve as primary POC between the Government and contractor and shall be fully responsible for the coordination of all contractor activities related to the contract to include, but not limited to cost, schedule, technical performance, data management etc. This person shall have the authority to commit the contractor to specific courses of action and accept direction from the KO or their authorized representative(s). This person shall be responsible for coordinating all meetings between the Government and the contractor. This person shall be responsible for taking the minutes from each meeting and distributing those minutes via e-mail to the entire IPT and attendees NLT two (2) working days from the meeting. The PM shall be responsible for bringing to the KOs attention any conflicts in the contractor's interpretation of the contract requirements (first by telephone, e-mail and followed in writing) or problems that could adversely affect the contractor's ability to meet the stated quality, cost, or production/delivery and master schedule requirements.

C.12.2 Post Award Conference (PAC)/Periodic Progress Meetings. The contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The KO, COR, DCMA-QAR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the KO will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The contractor shall coordinate, schedule and conduct a Post Award Conference (PAC) with the Government at the contractors facility. The Government anticipates this conference to be conducted within 20 calendar days of contract award. The purpose of the conference shall be discussion of project orientation, transfer of background information, to provide a mutual understanding of the technical requirements/contractual requirements and the QA provisions of the contract. The contractor shall ensure that all personnel, and subcontractors, required for an adequate discussion of the contract effort be in attendance. Scheduling of the post award conference shall not change the delivery schedule of the contract. The contractor shall be prepared to:

1. Conduct a review of the system requirements to ensure that they have been completely and properly identified and that there is a mutual understanding of the system requirements between the Government and the contractor.
2. Conduct a preliminary review of the design concept to verify its capability to meet the PD.
3. Make available to Government representative(s) the documentation for production planning, manufacturing methods and controls, material and manpower resource allocation, production engineering, quality control and assurance program, production management organization, and controls over major subcontractors.
4. Review and clarify all contract requirements: the Data Requirements List (CDRLs), data deliverables, and verification/provisioning conference dates.
5. Review the overall tasks and schedule required to execute the contract within the schedule constraints set forth by the Government. The contractor shall keep an up to date Gantt chart tracking tasks, including baseline and actual schedule progress. It shall be supplied to the Government upon request.
6. Document the post award meeting minutes and distribute those minutes via e-mail to the all attendees NLT a week from the PAC.

C.12.3 Weekly Updates. The contractor shall provide weekly updates (written or teleconference) to the designated Government APM, COR, DCMA-QAR and KO. If conducted via teleconference, the contractor shall provide meeting minutes to all attendees within two working days.

C.12.4 Production Readiness Review (PRR)/Audit. The PRR Meeting/Audit shall be conducted six (6) calendar days after receipt of final FAT and Inspection Report, and Government approval. The purpose of this review will be to verify that all lessons learned during FAT have been incorporated into the design and technical data before full-scale production. During the PRR Meeting/Audit the Contractor shall declare their production readiness, documentation readiness level and provide briefings to Government in support their declaration. The contractor shall present to the Government as part of their presentation internal audits records (i.e. internal reports of their QMS, Configuration Management System and internal Audits of their subcontractor and their readiness level for production). The Government will provide written approval or disapproval five (5) calendar days after PRR Meeting/Audit. The contractor shall not proceed to full rate production until written approval from the Government declaring passing results. Government will be responsible for agenda (see Exhibit C) and minutes.

Contractor shall declare their production readiness, documentation readiness levels in briefings to the Government in support of their production readiness declaration. The contractor shall present to the Government as part of their presentation internal audits records

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0146 MOD/AMD P00001	Page 10 of 17
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Name of Offeror or Contractor: ALLEN-VANGUARD LLC

(i.e. internal reports of their QMS, Purchase Orders, Configuration Management System and Internal Audits of their subcontractor and their readiness level for production).

Prior to the PRR/Audit, the contractor shall conduct Configuration Management audits (functional configuration audit and physical configuration audit); the contractor shall ensure that all internal audits and the final product baselines are completed; internal audit results shall support the contractor self-assessment. In addition, the contractors quality assurance team shall review their internal system, production material release, or project-specific documentation. This review shall ensure that documentation is in place to support authorization for production; the results of all audits shall be presented to the Government five (5) working days prior to the PRR/Audit.

C.13 Place of Performance.

The contractor shall identify work to be performed, End Item Component Suppliers, Subcontractor and Material Supplier name, and places of performance (subcontractor name, physical location of performance, component/material supplied) under this contract per FAR 52.215-6, Place of Performance (October 1997). Any request for changes to the identified place of performance shall be submitted to the KO for review and approval. The contractor shall identify the new location and the verification data used to certify the new location, production capacity, floor plans, and management review/transition plans for startup at the requested location. Changes in production location may also result in a need to conduct a new FAT; these costs shall be borne by the contractor.

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 17
	PIIN/SIIN W56HZV-13-D-0146	MOD/AMD P00001	
Name of Offeror or Contractor: ALLEN-VANGUARD LLC			

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 ADDED	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2 ADDED	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3 ADDED	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4 CHANGED	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system
- ISO 9001:2008 (untailored) or comparable quality system
- ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

Contractor is authorized to receive DoD Rates at a Major Range Test Facility Base (MRTFB) for FAT and LAT under this contract.

*** END OF NARRATIVE E0001 ***

3 POINT OF INSPECTION.

Inspection and Acceptance shall be accomplished at the contractors place of performance identified in this contract by the appropriate DCMA QA. The Government will inspect the Contractors production quantities as specified in this contract. All production quantities submitted after approval of the First Article shall be produced using the same materials, processes, procedures, equipment and facilities that resulted in the manufacture of the acceptable First Article. This includes all raw materials and/or sub-components. Any change in the production of the approved First Article must be reported in writing to the KO and the COR for determination if a new FAT is required. The cost of such testing will be borne by the contractor.

The Government reserves the right to require full or modified First Article Testing (FAT) to be accomplished or re-accomplished when it is deemed that there is evidence of potential degradation or failure of specific contractor designs prior to institution of stop work procedures as described in the FAT Approval Letter. The cost of such testing will be borne by the contractor.

Use of Contractor's Inspection Equipment. The contractor shall make available gauges, measuring, and testing devices for use by the

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

Page 12 of 17

PIIN/SIIN W56HZV-13-D-0146

MOD/AMD P00001

Name of Offeror or Contractor: ALLEN-VANGUARD LLC

Government when required to determine conformance with contract requirements. If requested by the Government, the contractor shall make available personnel for operation of such devices and for verification of their accuracy and condition.

Source Inspection Required. The contractor shall provide measurements and certificates of conformance for all material properties identified in the performance requirements by specific test methods.

Changes in Contractor Status. The contractor shall notify the KO upon immediate discovery of a contract change telephonically; written notification shall occur within twenty-four hours of a detected change in contract status. Contract status is defined as any manufacturing/production process, production facility change, subcontractor default, component, subcomponent, material failure etc. Written notification shall include a clear description of the changes/nonconformity, which includes as necessary parts affected, serial numbers, product nomenclature, contract number/CLIN, NSN, contract facility shipment was released from, quantity and date(s) delivered. Even when there is a subcontractor failure and or any other cause, the prime contractor shall not implement engineering or product changes without the explicit approval of the KO. The Government reserves the right to reject any ECR request (i.e. waiver). The prime contractor bears all financial responsibility for all delays and the correction of non-conforming materials delivered to the Government.

4 QUALITY ASSURANCE.

Product failures during the early life are a main determinant of Government perception of product quality and thus have a direct bearing on the volume procured. Early life failures are caused by latent defects; therefore the contractor must implement product assurance to eliminate and minimize these defects toward attaining the Governments perception of good quality and resultant reliability in the field.

The contractor shall have a QMS that follows the requirements of FAR 52.246-11 contained in this contract. As such, the contractor shall establish, document, implement and maintain a QMS and continually improve its effectiveness in accordance with the requirements of ISO 9001:2008. The contractor shall monitor, assess, and audit quality and reliability at all sub-contractor and supplier facilities. All requirements of the contract apply to subcontractors and suppliers. The Government reserves the right to audit products and processes, as well as the QMS, at any stage of contract performance. The contractor shall maintain a calibration system in accordance with ANSI/ISO/ASQ Q10012-2003 or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment to include all accessories and ancillary equipment are properly calibrated and identified by appropriate labeling. The contractor shall provide certification of conformance or equivalence to ISO 9001:2008 and ISO 10012:2003 within ten (10) working days or when requested by the Government after contract award.

5 RETURN MATERIAL AUTHORIZATION (RMA).

The contractor shall follow the requirements of FAR 52.246-17 contained in this contract to address all RMAs. The Government will notify the contractor within 60 days after discovery of a warranty action with a list of all products that are the subject of that action. The contractor shall provide a RMA document acknowledging receipt of the RMA request and include shipment authorization information to allow return material requiring correction. Any substitution made to a ballistic component shall require the contractor to present to the Government proof that all material successfully passed a LAT and was approved by the Government prior to return of that system. No substitution of ballistic material or changing of design configuration is authorized by the contractor except by explicit written approval from the Government. All RMA items shall be return to the Government within 45 days of receipt. All RMA repairs/replacement are subject to inspection and acceptance by DCMA prior to return to the Government.

6 BERRY AMENDMENT COMPLIANCE.

The contractor shall ensure that all products provided are in compliance with the Berry Amendment, in that all applicable components of the item are to be grown, reprocessed, reused, or produced in the United States. All component part shall be identifiable and traceable throughout the supply chain and compliance with the Berry Amendment. Reference DFAR Clause 252.225-7012 Preference for Certain Domestic Commodities (January 2007).

*** END OF NARRATIVE E0002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 13 of 17
	PIIN/SIIN W56HZV-13-D-0146	MOD/AMD P00001
Name of Offeror or Contractor: ALLEN-VANGUARD LLC		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

2 CRITICAL SAFETY ITEM DESIGNATION. "Critical Safety Items (CSIs) are parts whose failure would cause loss of life, permanent disability or major injury, loss of a system, or significant equipment damage." The ABS is considered a CSI.

(a) CSI designation means the DCMA will engage in continuous in-plant audit surveillance and product examination of critical and major characteristics in accordance with a zero based statistically valid Sampling Plan of 0.40 % Quality Release Level (QRL) during the period of performance of this contract. The 0.40% QRL is equivalent to ANSI/ASQ Z1.4 zero-based sampling approach. The Acceptance Quality Limit (AQL) of 4.0% is established for minor defects in accordance with ANSI/ASQ Z1.4 General Inspection Level II. Any lots submitted to DCMA for inspection and acceptance shall be subject to the AQLs above: critical and major characteristics: zero defect, minor characteristics: 4.0% AQL.

(b) The contractor shall not proceed with production prior to PRR approval and without DCMA oversight of the production processes for CSI designated personal protective equipment.

(c) No lot shall be released from the contractors plant prior to receipt of approval of passing test, Government conducted ballistic reports from PM SPE and acceptance from the appropriate DCMA QAR.

3 WITHHOLDING OF MATERIAL REVIEW BOARD (MRB) AUTHORITY CRITICAL SAFETY ITEMS. The item being acquired is a critical safety item. Material Review Board (MRB) authority is hereby withheld as outlined below.

(a) MRB authority is defined as disposition of nonconforming material whose non-conformance affects adherence to internal specifications or end item requirements. Non-conforming material can be any item, part, supplies, or product containing one or more non-conformities. Any disposition under MRB other than scrap requires Government authorization. Government authorization will be on a case by case basis unless so stated, and must come from the KO on this contract.

(b) Scrap is when material that is nonconforming to internal specifications or end item requirements is dispositioned not to be reintroduced into any product under Department of Defense (DOD) contract. Authority to scrap is allowed.

(c) Use-as-is is disposition of material with one or more non-conformances affecting internal specifications or end item requirements to be used for its intended purpose in its existing condition. Authority to use-as-is is withheld without Government authorization.

(d) Repair is a procedure which reduces but not completely eliminates a nonconformance. The characteristic after repair still does not completely allow adherence to internal specifications or end item requirements. Authority to repair is withheld without Government authorization.

(e) Rework is a procedure applied to a nonconformance that will completely eliminate it and result in a characteristic that completely allows adherence to internal specifications and end item requirements. Authority to rework is withheld without Government authorization.

4 Ballistic Testing Requirements. All ballistic testing for FAT or LAT will be conducted at Aberdeen Test Center (ATC). PM SPE will provide the appropriate test report distribution lists to ATC.

(a) Ballistic testing on end items shall be considered acceptance testing. Notify this office ten days prior to any testing in the event the Government wants to witness testing. No lot shall be released from the contractors plant prior to receipt of approval of passing test reports by PM SPE and acceptance from the appropriate DCMA QAR.

*** END OF NARRATIVE H0001 ***

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

Page 14 of 17

PIIN/SIIN W56HZV-13-D-0146

MOD/AMD P00001

Name of Offeror or Contractor: ALLEN-VANGUARD LLC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-2 ADDED	52.227-3	PATENT INDEMNITY	APR/1984
I-3 ADDED	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-4 ADDED	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-5 CHANGED	52.246-17	WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE	JUN/2003

(a) Definitions. As used in this clause--

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under the contract. The word does not include data.

(b) Contractors obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year--

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractors liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractors plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

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

Page 15 of 17

PIIN/SIIN W56HZV-13-D-0146

MOD/AMD P00001

Name of Offeror or Contractor: ALLEN-VANGUARD LLC

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractors expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances 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.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractors account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 16 of 17****PIIN/SIIN** W56HZV-13-D-0146**MOD/AMD** P00001**Name of Offeror or Contractor:** ALLEN-VANGUARD LLC

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit B	PM SPE FORM 1 ENGINEERING CHANGE REQUEST (ECR)	28-JAN-2014	003	EMAIL
Exhibit C	PRODUCTION READINESS REVIEW/AUDIT	28-JAN-2014	001	EMAIL
Exhibit D	PERFORMANCE SPECIFICATION XXXX	28-JAN-2014	001	EMAIL
Exhibit E	PM SPE FORM 11 QUALITY MANAGEMENT SYSTEM (QMS) CROSSWALK MATRIX	28-JAN-2014	007	EMAIL
Exhibit F	PM SPE FORM XXX CORRECTIVE ACTION REQUEST	28-JAN-2014	010	EMAIL
Attachment 0001	SCOPE OF WORK	12-JUN-2013	026	EMAIL

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 17 of 17**

PIIN/SIIN W56HZV-13-D-0146

MOD/AMD P00001

Name of Offeror or Contractor: ALLEN-VANGUARD LLC

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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K-1 ADDED	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
[] intends,

[] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street
Address, City, State, County,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other Than Offeror or
Respondent

(End of Provision)