

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 12

2. Amendment/Modification No.

P00001

3. Effective Date

2014MAY07

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
STEVE NETTER
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: STEVEN.NETTER@US.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DAYTON
AREA C, BUILDING 30
1725 VAN PATTON DRIVE
WRIGHT-PATTERSON AFB, OH 45433-5302

Code

S3605A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

HDT EXPEDITIONARY SYSTEMS, INC.
30525 AURORA RD
SOLON, OH 44139-2739

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-14-C-0085

10B. Dated (See Item 13)

2014MAR07

Code 92878

Facility Code 8R360

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 _____ 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)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Section I clause 52.243-1 CHANGES
- 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)

DOROTHY Y. RIESE
DEE.RIESE@US.ARMY.MIL (586)282-5258

15B. Contractor/Offendor

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/
(Signature of Contracting Officer)

2014MAY07

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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	PIIN/SIIN W56HZV-14-C-0085 MOD/AMD P00001	
Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEVE NETTER
 Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-4467
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: B
 Weapon System: Filter Units
 Contract Expiration Date: 2016FEB29

*** End of Narrative A0000 ***

Contract: W56HZV-14-C-0085
 Modification Number: P00001
 Contract For: M48 Gas Particulate Filter

Previous Contract Amount: \$2,615,534.16
 Amount of this Action: \$ 0.00
 Current Contract Amount: \$2,615,534.16

1. The purpose of this bilateral Modification P00001 to Contract W56HZV-14-C-0085 is as follows:

a) Incorporate the attached Request for Variance (RFV) Z13-D024, P/N 5-19-7440, 5-19-7443, 5-19-7444, MESH ASSEMBLIES, dated 2 Apr 2014.

See Attachment 0007 titled: REQUEST FOR VARIANCE (RFV) Z13-D024, and its approval.

b) Incorporate the attached Request for Variance (RFV) 980-D162, P/N 5-19-7442, HEPA MEDIA, dated 16 Apr 2014.

See Attachment 0008 titled: REQUEST FOR VARIANCE (RFV) 980-D162, and its approval.

c) Incorporate revised Section C ENGINEERING EXCEPTIONS, for TDPL 20040588, Filter, Gas-Particulate, NBC, 100 CFM, NSN 4240-01-363-1311, P/N 5-19-7435, dated 29 Apr 2014

See Attachment 0009 titled: SECTION C - ENGINEERING EXCEPTIONS - TDPL 20040588

d) Section D clause, 52.211-4501, PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS), the following sentence is removed from paragraph E:

....in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size....

e) Section E clause, 52.246-4530, PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY) - The filter specification is updated from EA-DTL-1284 to EA-DTL-1284D, dated 8 Apr 1998, and the raw carbon specification is updated from MIL-DTL-32101 to MIL-DTL-32101A with Amendment 2, dated 12 Jan 2012. The changes are as follows:

1. Paragraph (b) of the clause is revised as follows:

....with Para 4.4 in EA-DTL-1284D, dated 8 APR 1998, (specification) for filters and Para 4.3 in MIL-DTL-32101A with Amendment 2, dated 12 JAN 2012 for raw carbon.

2. Paragraph (f) of the clause is revised as follows:

....with Para 4.4 EA-DTL-1284D, dated 8 APR 1998, (specification) for filters and MIL-DTL-32101A with Amendment 2, dated 12 JAN 2012 for raw carbon.

f) Section G clause, 52.242-4007, WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS - paragraph 5, the Primary Acceptor Name and Primary Acceptor email are revised as follows:

From:

Primary Acceptor Name: John Daniels

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 12****PIIN/SIIN** W56HZV-14-C-0085**MOD/AMD** P00001**Name of Offeror or Contractor:** HDT EXPEDITIONARY SYSTEMS, INC.

Primary Acceptor e-mail: John.Daniels@dcma.mil

To:

Primary Acceptor Name: Robert Rogers

Primary Acceptor e-mail: Robert.Rogers@dcma.mil

g) Section I clause, 52.209-3, FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING -- ALTERNATE I (JAN 1997) AND ALTERNATE II - The filter specification is updated from EA-DTL-1284 to EA-DTL-1284D, dated 8 Apr 1998, and the raw carbon specification is updated from MIL-DTL-32101 to MIL-DTL-32101A with Amendment 2, dated 12 Jan 2012. The changes are as follows:

1. Paragraph (a) of the clause is revised as follows:

The Contractor shall conduct a First Article Test (FAT) consisting of 20 filters and 4 carbon samples (Part No. 5-19-7435) inspected and tested per EA-DTL-1284D, dated 8 APR 1998, associated specifications and drawings for compliance with all requirements. All subcomponents (filter media, fines media, etc) shall be inspected and tested in accordance with (IAW) their associated drawings and specifications.

AGENT TESTING IS...

The activated carbon must be tested and meet the requirements of MIL-DTL-32101A with Amendment 2, dated 12 JAN 2012.

Government Test....
EDGEWOOD CHEMICAL....
ATTN: RDCB-DET-T...
BLDG E5165 WEBSTER....
ABEERDEEN PROVING....
PH (410) 436-4337

Certificates of ...

A packaging First....

At least 15 calendar....

The DCMA QAR shall....

Laboratory testing shall be IAW Para 4.3 EA-DTL-1284D, dated 8 APR 1998 (specification).

2. As a result of this modification, the total obligated amount of \$2,615,534.16 remains unchanged.

3. All other terms and conditions of the contract, except those addressed by this modification, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0002 ***

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION D - PACKAGING AND MARKING

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1 CHANGED	52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007
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A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY
 LEVEL OF PACKING: B
 QUANTITY PER UNIT PACKAGE: 001
 SPI NUMBER: P5-19-7435, Rev. B, Dated 2 Jan 02
 SPI NUMBER: P5-19-14329, Dated 30 Nov 07

B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The pallet shall be a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)

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--Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
 --Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
 P4030.19/DLAM 4145.3 (for military air shipments).

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. When applicable, a Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

G. SUPPLEMENTAL INSTRUCTIONS: PLACE A RED X AND THE WORDS SHORT BOX ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

(DS6419)

(End of Clause)

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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E-1 CHANGED	52.246-4530 TACOM (RI)	PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY)	DEC/1997
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(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample and quantity required for CLINs 0001AA and 0002AA shall be in accordance with Para 4.4 in EA-DTL-1284D, dated 8 APR 1998, (specification) for filters and Para 4.3 in MIL-DTL-32101A with Amendment 2, dated 12 JAN 2012 for raw carbon.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to:

For agent or simulant and physical testing:

Government Test Facility name and ship to address:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER
ATTN: RDCB-DET-T/DO NGUYEN
BLDG E5165 WEBSTER ROAD
ABEERDEEN PROVING GROUNDS, MD 21010-5424
PH (410) 436-4337

For chemical agent testing:

Chief, Protective Equipment Test Branch
Edgewood Chemical Biological Center
ATTN: RDCB-DET-P/M. McNally
5183 Blackhawk Rd
APG, MD 21010-5424

(e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination: Same as above in paragraph (d).

(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with Para 4.4 EA-DTL-1284D, dated 8 APR 1998, (specification) for filters and MIL-DTL-32101A with Amendment 2, dated 12 JAN 2012 for raw carbon.

(g) Within 15 days after receipt of the production lot acceptance test report, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.

(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

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(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

(j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

(ES6042)

(End of clause)

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1 CHANGED	52.242-4007	WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008	AUG/2012
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The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at [://wawf.eb.mil](http://wawf.eb.mil). Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

- Select the appropriate type of invoice as indicated below. It is imperative that contractors select the proper type of invoice. Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

_____ Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

_____ Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

- Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) (Indicate)

Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) (Indicate)

Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (Indicate)

Accept-By DoDAAC Code: S3605A

Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) (Indicate)

- Include the Purchase Request Number as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. NOTE: The purchase request number may be different for each CLIN.

- Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

- Indicate the following Acceptor, Alternate Acceptor, and Contract Specialist when the WAWF system prompts for additional e-mail submission after clicking Signature.

Primary Acceptor Name: Robert Rogers
 Primary Acceptor e-mail: Robert.Rogers@dcm.a.mil

Alternate Acceptor Name: Dale P. Tomusko
 Alternate Acceptor e-mail: Dale.Tomusko@dcm.a.mil

Contract Specialist Name: Steve Netter
 Contract Specialist e-mail: steven.p.netter2.civ@mail.mil

For ALL shelf-life items and those that require serial numbers, contractors shall include their serial numbers, manufacturing lot information and the lot information for the carbon used (if any) in WAWF submissions. Include this information in the Description field.

To track the status of an invoice, in WAWF click on the link, Pay Status (myInvoice-External link) found under the tab named Lookup or by going to [://myinvoice.csd.disa.mil/index.html](http://myinvoice.csd.disa.mil/index.html). If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

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MOD/AMD P00001

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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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 Contractor shall conduct a First Article Test (FAT) consisting of 20 filters and 4 carbon samples (Part No. 5-19-7435) inspected and tested per EA-DTL-1284D, dated 8 APR 1998, associated specifications and drawings for compliance with all requirements. All subcomponents (filter media, fines media, etc) shall be inspected and tested in accordance with (IAW) their associated drawings and specifications.

AGENT TESTING IS REQUIRED. The agent testing/inspections must be conducted at Government testing facilities. The contractor must comply with clause 52.246-4515 which provides the procedure to attain a cost estimate and establish a test service agreement. Testing completed at a Government facility does not need to be repeated by the Contractor. The contractor shall include Government test data in with the contractors overall FAT report. The government facility performing agent/simulant testing shall be certified laboratory per clause 52.246-4516.

The activated carbon must be tested and meet the requirements of MIL-DTL-32101A with Amendment 2, dated 12 JAN 2012.

Government Test Facility name and ship to address:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER
ATTN: RDCB-DET-T/DO NGUYEN
BLDG E5165 WEBSTER ROAD
ABEERDEEN PROVING GROUNDS, MD 21010-5424
PH (410) 436-4337

Certificates of Conformances are required for all material to include packaging and shall be submitted as part of the First Article Test Report (FATR). The contractor is responsible for all inspections and testing regardless of who conducts the actual testing.

A packaging First Article shall consist of 3 packaged items inspected in accordance with SPI P5-19-7435. Pictures of the packaging are not required; however, they will expedite approval. The samples shall be subject to all the test and inspection requirements of the associated drawings and specifications.

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

The DCMA QAR shall review the FATR before submission to the Contracting Officer (PCO). The FATR for both the filter and packaging shall be submitted through the local QAR to the PCO.

Laboratory testing shall be IAW Para 4.3 EA-DTL-1284D, dated 8 APR 1998 (specification).

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to the Contracting Officer in electronic form marked First Article Test Report: Contract No. _W56HZV-14-C-0085_, Lot/Item No. _M48A1_Gas-Particulate Filter_. 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

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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

(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)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0007	REQUEST FOR VARIANCE (RFV) Z13-D024, AND ITS APPROVAL	02-APR-2014	005	EMAIL
Attachment 0008	REQUEST FOR VARIANCE (RFV) 980-D162, AND ITS APPROVAL	16-APR-2014	008	EMAIL
Attachment 0009	SECTION C ENGINEERING EXCEPTIONS - TDPL 20040588	29-APR-2014	004	DATA

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Request for Deviation (RFD) Z13-D024, MESH ASSEMBLIES, is incorporated by reference and is transmitted under separate cover.

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Request for Variance (RFV) 980-D162 is incorporated by reference and is transmitted under separate cover.

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To view Section C, Engineering Exceptions, please see the following link: <https://www.fbo.gov/fedteds/W56HZV13R0010>