

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative		32f. Telephone Number of Authorized Government Representative				
		32g. E-Mail of Authorized Government Representative				
33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number	
Partial	Final		<input type="checkbox"/> Complete	<input type="checkbox"/> Partial	<input type="checkbox"/> Final	
38. S/R Account No.	39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment		42a. Received By (Print)				
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)		
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.		

SUPPLEMENTAL INFORMATION

Buyer Name: RICHARD T. MURPHY, JR
 Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-8724
 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
 Contract Expiration Date: 2017OCT28

*** End of Narrative A0000 ***

A.1 Administrative Summary

Under the authority of FAR Part 16.202 and 16.504, the Army Contracting Command - Warren (ACC-WRN)(DTA) is awarding a four-year, Firm-Fixed Price Indefinite Delivery / Indefinite Quantity (IDIQ) Contract for the Amplifier, Audio Frequency, NSN: 4240-01-528-9294 and Adapter, Amplifier Audio, NSN: 4240-01-543-0981, for use on the M50/M51 Joint Services General Purpose Mask (JSGPM).

A.1.1 The U.S. Army Contracting Command-Warren (ACC-WRN) (DTA) is awarding a sole source contract under the authority of FAR 6.302-1(a)(2)(ii), "Only One Responsible and No Other Supplies Will Satisfy Agency Requirements," to supply the following item(s):

Item Name: Amplifier, Audio Frequency
 NSN: 4240-01-528-9294
 Part Number: 71009/2
 Quantity: MIN: 7,377 Each, MAX: 181,449 Each
 End Item: M50/M51 Joint Services General Purpose Mask (JSGPM)

Item Name: Adapter, Amplifier Audio
 NSN: 4240-01-543-0981
 Part Number: 71009/6
 Quantity: MIN: 8,499 Each, MAX: 169,431 Each
 End Item: M50/M51 Joint Services General Purpose Mask (JSGPM)

ONLY THE MINIMUM QUANTITY IS GUARANTEED.

A.1.2 UNIQUE ASPECTS OF THIS AWARD:

- a. Inspection/Acceptance/FOB Point for Production shall be Origin/Origin/Destination.
- b. TDP and SPI Link: The Technical Data package (TDP) and Special packaging Instructions (SPI) can be found at (URL)<https://www.fbo.gov/fedteds/W56HZV12R0244>
- c. Blue Grass Army Depot hours of operation for receipt of shipments are Monday through Thursday 7:00 a.m. to 4:30 p.m. There is no acceptance of shipments on Friday or holidays.
- d. All other terms and conditions of Solicitation W56HZV-13-R-0028 are incorporated into this award document.

A.1.3 REQUIRED NOTIFICATION TO SUBCONTRACTORS:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the Standard Form 33 (SF33).

A.1.4 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this award should be directed to the buyer identified in Block 10 of the SF33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

A.1.5 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE AWARD:

This administrative summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this award. However, if you find any inconsistency between this administrative summary and the award, please contact the buyer identified in Block 5 of the SF 26.

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MOD/AMD

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

*** END OF NARRATIVE A0002 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV-13-R-0028

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete

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OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

2 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-14-D-0007 is awarded to Avon Protection Systems, Inc., 503 8th Street, Cadillac, Michigan, 49601-1370 (CAGE: 1LEW5).

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

3 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

4 52.204-4700 TEMPORARY GUIDANCE FOR ELECTRONIC SUBMISSION OF OFFERS OCT/2012
(WARREN)

Currently the ASFI/BRS system is unavailable due to technical difficulties, Contractors are authorized to utilize procedures for submitting electronic offers in accordance with "Temporary Vendor Guidance" instructions found on the TACOM PROCNET website: <http://contracting.tacom.army.mil/CFDATA/SOL/SOL01.CFM> and for format, specifically in paragraph 2 of Requirement for Electronic Submissions found at: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>. Contractors should remember to consider solicitation closing time when preparing to submit an offer using the U.S. Postal System.

5 52.212-4004 NOTICE TO OFFERORS - CLASS DEVIATION 2012-00015 FOR COMMERCIAL SEP/2012
CLAUSES

(a) In compliance with Class Deviation 2012-00015, the following do not apply to this solicitation/contract:

(1) 52.212-1, paragraph (k)

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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

(2) 52.212-4, paragraph (t)

(3) 52.212-3 -- Alternate I, introductory paragraph and paragraph (b).

(b) Offerors are required to complete 52.212-3 -- Alternate I, paragraphs (c) through (o).

(c) Deviation clause 52.204-99, System for Award Management Registration, is required and is added/included by addendum.

[End of Clause]

6 52.217-4911 NOTICE OF URGENT REQUIREMENT NOV/2001

Army Contracting Command - Warren considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

7 52.225-4004 NOTICE--SOLICITATION RESTRICTED TO DOMESTIC SOURCES FOR MOBILIZATION APR/1985
(TACOM) BASE OR NATIONAL DEFENSE REASONS

This purchase is for a national defense item and is therefore restricted to Domestic Sources that are or qualify to become Registered Emergency Planned Producers.

[End of Provision]

8 52.227-4500 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE JUL/2012
(WARREN)

This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

To be eligible to gain access to this export controlled TDP (via FedBizOpps or CD) you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to <http://www.dlis.dla.mil/jcp/>, click on documents, and follow instructions provided. See Section C 52.211-4072 Technical Data Package Information for estimated certification time. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C.

Upon completion of the purposes for which Government Technical Data has been provided, you, your subcontractors, all your vendors and all sub-vendors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed from you.

Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP (or CD) and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

[End of clause]

9 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no

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longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- 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)
- 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)
- 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)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- 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)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 365 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 366 DAYS THROUGH 730 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 731 DAYS THROUGH 1,095 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,096 DAYS THROUGH 1,460 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to:</p> <p>CLIN 0011 Through 0014: Minimum 4 Year Quantity: 7,377 EACH Maximum 4 Year Quantity: 181,449 EACH (Inclusive of Option Years, if applicable)</p> <p>CLIN 0021 Through 0024: Minimum 4 Year Quantity: 8,499 EACH Maximum 4 Year Quantity: 169,431 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p>				

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0011	AMPLIFIER, AUDIO FREQUENCY NSN: 4240-01-528-9294 FSCM: 1LEW5 PART NR: 71009/2 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0011AA	<u>FIRST ORDERING YEAR</u> GENERIC NAME DESCRIPTION: AMPLIFIER, AUDIO FREQUENCY CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240 <u>Range Quantities</u> <table border="1" data-bbox="267 997 657 1123"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$118.42</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$114.27</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$111.05</td> </tr> <tr> <td>30000</td> <td>181449</td> <td>\$106.90</td> </tr> </tbody> </table> <u>Description/Specs./Work Statement</u> TOP DRAWING NR: EA-A-2246 DATE: 28-MAR-2011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE REQUIREMENT LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination	FROM	TO	UNIT PRICE	500	4999	\$118.42	5000	14999	\$114.27	15000	29999	\$111.05	30000	181449	\$106.90	32555(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$118.42																		
5000	14999	\$114.27																		
15000	29999	\$111.05																		
30000	181449	\$106.90																		

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0012	AMPLIFER, AUDIO FREQUENCY NSN: 4240-01-528-9294 FSCM: ILEW5 PART NR: 71009/2 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0012AA	<u>SECOND ORDERING YEAR</u> GENERIC NAME DESCRIPTION: AMPLIFER, AUDIO FREQUENCY CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240 <u>Range Quantities</u> <table border="1" data-bbox="267 966 657 1102"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$121.95</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$117.68</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$114.35</td> </tr> <tr> <td>30000</td> <td>181449</td> <td>\$110.08</td> </tr> </tbody> </table> <u>Description/Specs./Work Statement</u> TOP DRAWING NR: EA-A-2246 DATE: 28-MAR-2011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination	FROM	TO	UNIT PRICE	500	4999	\$121.95	5000	14999	\$117.68	15000	29999	\$114.35	30000	181449	\$110.08	33736(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$121.95																		
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0013	AMPLIFIER, AUDIO FREQUENCY NSN: 4240-01-528-9294 FSCM: 1LEW5 PART NR: 71009/2 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0013AA	<p><u>THIRD ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: AMPLIFIER, AUDIO FREQUENCY CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$125.59</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$121.19</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$117.76</td> </tr> <tr> <td>30000</td> <td>181449</td> <td>\$113.37</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: EA-A-2246 DATE: 28-MAR-2011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	500	4999	\$125.59	5000	14999	\$121.19	15000	29999	\$117.76	30000	181449	\$113.37	37536(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$125.59																		
5000	14999	\$121.19																		
15000	29999	\$117.76																		
30000	181449	\$113.37																		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0014	AMPLIFIER, AUDIO FREQUENCY NSN: 4240-01-528-9294 FSCM: 1LEW5 PART NR: 71009/2 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0014AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>41332(E)</p> <p>EA See Range Pricing</p> <p>GENERIC NAME DESCRIPTION: AMPLIFIER, AUDIO FREQUENCY CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$129.37</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$124.82</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$121.30</td> </tr> <tr> <td>30000</td> <td>181449</td> <td>\$116.77</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: EA-A-2246 DATE: 28-MAR-2011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	500	4999	\$129.37	5000	14999	\$124.82	15000	29999	\$121.30	30000	181449	\$116.77	41332(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$129.37																		
5000	14999	\$124.82																		
15000	29999	\$121.30																		
30000	181449	\$116.77																		

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0021	ADAPTER, AMPLIFIER AUDIO NSN: 4240-01-543-0981 FSCM: 1LEW5 PART NR: 71009/6 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0021AA	<u>FIRST ORDERING YEAR</u> GENERIC NAME DESCRIPTION: ADAPTER, AMPLIFIER AUDIO CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240 <u>Range Quantities</u> <table border="1" data-bbox="267 966 657 1102"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$56.35</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$54.34</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$52.72</td> </tr> <tr> <td>30000</td> <td>169431</td> <td>\$50.06</td> </tr> </tbody> </table> <u>Description/Specs./Work Statement</u> TOP DRAWING NR: QAP71009/6 DATE: 02-FEB-2010 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination	FROM	TO	UNIT PRICE	500	4999	\$56.35	5000	14999	\$54.34	15000	29999	\$52.72	30000	169431	\$50.06	28673(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$56.35																		
5000	14999	\$54.34																		
15000	29999	\$52.72																		
30000	169431	\$50.06																		

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0022	ADAPTER, AMPLIFIER AUDIO NSN: 4240-01-543-0981 FSCM: 1LEW5 PART NR: 71009/6 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0022AA	<u>SECOND ORDERING YEAR</u> GENERIC NAME DESCRIPTION: ADAPTER, AMPLIFIER AUDIO CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240 <u>Range Quantities</u> <table border="1" data-bbox="272 968 659 1098"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$58.02</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$55.95</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$54.29</td> </tr> <tr> <td>30000</td> <td>169431</td> <td>\$51.53</td> </tr> </tbody> </table> <u>Description/Specs./Work Statement</u> TOP DRAWING NR: QAP71009/6 DATE: 02-FEB-2010 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination	FROM	TO	UNIT PRICE	500	4999	\$58.02	5000	14999	\$55.95	15000	29999	\$54.29	30000	169431	\$51.53	32149(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$58.02																		
5000	14999	\$55.95																		
15000	29999	\$54.29																		
30000	169431	\$51.53																		

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0023	ADAPTER, AMPLIFIER AUDIO NSN: 4240-01-543-0981 FSCM: 1LEW5 PART NR: 71009/6 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0023AA	<p><u>THIRD ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: ADAPTER, AMPLIFIER AUDIO CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$59.74</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$57.62</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$55.91</td> </tr> <tr> <td>30000</td> <td>169431</td> <td>\$53.08</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: QAP71009/6 DATE: 02-FEB-2010</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	500	4999	\$59.74	5000	14999	\$57.62	15000	29999	\$55.91	30000	169431	\$53.08	35624(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$59.74																		
5000	14999	\$57.62																		
15000	29999	\$55.91																		
30000	169431	\$53.08																		

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0024	ADAPTER, AMPLIFIER AUDIO NSN: 4240-01-543-0981 FSCM: 1LEW5 PART NR: 71009/6 We estimate the quantity listed as part of the total contract quantity and is not intended to be an order limitation in this ordering year. (End of narrative B001)																			
0024AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: ADAPTER, AMPLIFIER AUDIO CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>4999</td> <td>\$61.55</td> </tr> <tr> <td>5000</td> <td>14999</td> <td>\$59.34</td> </tr> <tr> <td>15000</td> <td>29999</td> <td>\$57.56</td> </tr> <tr> <td>30000</td> <td>169431</td> <td>\$54.65</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: QAP71009/6 DATE: 02-FEB-2010</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	500	4999	\$61.55	5000	14999	\$59.34	15000	29999	\$57.56	30000	169431	\$54.65	39099(E)	EA	See Range Pricing	
FROM	TO	UNIT PRICE																		
500	4999	\$61.55																		
5000	14999	\$59.34																		
15000	29999	\$57.56																		
30000	169431	\$54.65																		

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0500	<p><u>DATA ITEMS</u></p> <p>The below ELINs are associated with the DATA Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J Attachments and Exhibits.</p> <p>(End of narrative A001)</p>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>ENGINEERING CHANGE PROPOSAL IN ACCORDANCE WITH CDRL A001 AND ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination</p>	1	EA	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A002	<p><u>REQUEST FOR DEVIATION (RFD)</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>REQUEST FOR DEVIATION IN ACCORDANCE WITH CDRL A002 AND ATTACHMENT 0002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>	1	EA	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>

CONTINUATION SHEET

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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>NOTICE OF REVISION (NOR)</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>NOTICE OF REVISION IN ACCORDANCE WITH CDRL A003 AND ATTACHMENT 0003.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	1	EA	\$ ** NSP **	\$ ** NSP **
A004	<p><u>RECORD OF MEETING MINUTES</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>RECORD OF MEETING MINUTES IN ACCORDANCE WITH CDRL A004 AND SECTION C, C.1 APPLICABLE DOCUMENTS, C.1.5.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	1	EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C: ENGINEERING EXCEPTIONS CAN BE FOUND IN THE LINK ESTABLISHED FOR THIS SOLICITATION AT:
<https://www.fbo.gov/fedteds/W56HZV12R0244>

THIS IS A DISTRIBUTION X AND EXPORT CONTROLLED TDP.

*** END OF NARRATIVE C0001 ***

C.1 APPLICABLE DOCUMENTS

Note: The most recent versions of these documents, those in effect at the time of contract award, shall be utilized and will stay in effect throughout the life of the contract. Documents can be found at: http://assistdocs.com/search/search_basic.cfm

DATA ITEMS TITLE CDRL

C.1.1 DI-CMAN-80639C ENGINEERING CHANGE PROPOSAL (ECP) A001
C.1.2 DI-CMAN-80640C REQUEST FOR DEVIATION (RFD) A002
C.1.3 DI-CMAN-80642C NOTICE OF REVISION (NOR) A003
C.1.5 DI-ADMN-81505 RECORD OF MEETING MINUTES A004

SPECIFICATIONS/STANDARDS

SPECIAL PACKAGING INSTRUCTIONS: P71009_2, See NOR 275-0033-001

SPECIAL PACKAGING INSTRUCTIONS: P71009_6, See NOR 275-0033-002

PERFORMANCE SPECIFICATION: EA-A-2246w/AM1, dated 28 Mar 2011

MILITARY STANDARD: MIL-STD-2073-1

QUALITY ASSURANCE PROVISION: QAP71009_6, dated 02 Feb 2010

*** END OF NARRATIVE C0002 ***

C.2 START OF WORK MEETING, IN ACCORDANCE WITH FAR 52.204-4003

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

C.2.1 MEETINGS/CONFERENCES

C.2.1.1 Start of Work (SOW) Meeting: Thirty (30) days after contract award a Start of Work Meeting shall be held at the Contractor's facility or at the U.S. Army Contracting Command - Warren (DTA). The Contractor shall make available contract administration personnel, management, engineers, and logistic support personnel as the Government deems required. In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that define contractor performance necessary to meet contract delivery requirements as defined in the Scope of Work. The Contractor shall provide to the Government an internal list of all functional contractor personnel involved in this contract. This list will be updated when required to maintain accuracy.

C.2.1.2 Contract Status Review Meeting: As part of the overall contract management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, at least once per year, at ACC-WRN (DTA), to review contract status. This review shall be for one eight-hour day, or as specified. A conference may be called by either the Government or the Contractor to clarify any questions in regard to the contract requirements. Topics to be discussed shall include, but are not limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than 5 days prior to the meeting.

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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

C.2.2 The Contractor shall take minutes of the above meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting. The Contractor shall follow the attached DID number DI-ADMIN-81505 (per CDRL A004), Report, Record of Meetings, (located in Section J), for the minutes format. The URL for the meeting format is Assist Quick Search: <https://assist.daps.dla.mil/quicksearch/>.

C.2.3 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

C.2.3.1 Production or other required versions of the Voice Projection Units (VPU) components needed for viewing.

C.2.3.2 Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).

*** END OF NARRATIVE C0003 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.204-4003 (TACOM)	START OF WORK MEETING	SEP/2013

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within -2- days after the meeting is held.

[End of Clause]

2 52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/2010
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing EA-A-2246 with AM1 dated 28 Mar 2011 and P71009_2, with revisions in effect as of 03 May 2012, and QAP71009_6 dated 02 Feb 2010 and P71009_6 with revisions in effect as of 22 Nov 2011, are applicable to this procurement with the following exceptions:

SECTION C: ENGINEERING EXCEPTIONS CAN BE FOUND IN THE LINK ESTABLISHED FOR THIS SOLICITATION AT:

<https://www.fbo.gov/fedteds/W56HZV12R0244>

THIS IS A DISTRIBUTION X AND EXPORT CONTROLLED TDP.

(CS6100) (End of Clause)

3 52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	JUL/2012
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The following Xd item applies to this solicitation:

[] 1. There is no Technical Data Package (TDP) included with this solicitation.

[] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN:

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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

TDP Link (URL):

[X] 3. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

<https://www.fbo.gov/fedteds/W56HZV12R0244>

To access the data through FBO:

- a. Log on to the FBO web site.
 - b. Enter your Marketing Partner Identification Number (MPIN).
 - c. Search for the solicitation number.
 - d. If solicitation is Export Controlled, select Verify MPIN.
 - (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
 - (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
 - (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/
click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
 - (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
 - e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
 - f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.
 - g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.
 - h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.
- [End of clause]

4 52.216-4009 DISCREPANCIES IN ORDERED-ITEM DESCRIPTIONS JUL/1985
(TACOM)

In the event a contract line item in an order placed under this Basic Ordering Agreement does not identify the correct part number, drawing number, drawing revision, or specification; or if the identification of such ordered part(s) is inconsistent; or if the contract line item as identified represents an obsolete part or model, or otherwise does not represent the latest baseline configuration for that item, the Contractor shall: (i) notify the Contracting Officer of the discrepancy, and (ii) furnish correcting information to the Contracting Officer, for evaluation and necessary action, prior to acceptance of that order.

5 52.222.-4001 DRAWINGS FOR ACCEPTANCE INSPECTION EQUIPMENT, GAGES AND TEST FIXTURES FEB/2009

The TDP contains AIE, Fixtures and gage drawings that are to be considered For Informational Purposes Only and are not up to date with the latest drawing revision. The Government does not warrant the suitability or adequacy of the AIE, Fixtures, and gage drawings.

Unless AIE, Fixtures, and gage designs are specified elsewhere in Section C, the use of AIE, Fixtures, and gages is optional and not a requirement. Optional AIE, Fixtures, and gages can be replaced with Standard Measuring and Test Equipment. If you choose to use the informational AIE, Fixtures, and gage designs included in the TDP, you must complete an engineering analysis to determine that the AIE, Fixtures, and gage design is current, accurate and related to the part feature(s) that it is intended to inspect/accept/reject.

(End of Clause)

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

6

52.248-4502

CONFIGURATION MANAGEMENT DOCUMENTATION

MAY/2013

TACOM
(RI)/ECBC

- a. The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will affect a net life cycle cost), Notices of Revision (NORs), and Requests for Variance (RFVs) for the documents in this Technical Data Package (TDP). The contractor shall prepare these documents as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL).
- b. Any contractor seeking to permanently depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may propose to do so by submitting an ECP or VECP in accordance with (IAW) 5.5.3 of MIL-STD-3046. Both ECPs and VECPs shall be submitted to include NORs IAW 5.5.4 of MIL-STD-3046. The contractor shall not present any units incorporating any change to Government documentation until notified by the Government that the ECP or VECP has been approved and has been incorporated in the contract.
- c. Any contractor seeking to temporarily depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may request to do so by submitting an RFV IAW 5.5.8 of MIL-STD-3046. The contractor shall not present any units incorporating any variance to Government documentation until notified by the Government that the RFV has been approved and has been incorporated in the contract.
- (d) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.
- (e) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007

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(S): P71009_2, See NOR 275-0033-001 and P71009_6, See NOR 275-0033-002.

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. A prototype package is required to validate the sizes and fit requirements of the SPI. 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)

2	52.247-4016	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005
	(TACOM)		

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. 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 traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. 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 Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

Title	Number	Date	Tailoring
Quality Management Systems Requirements, ISO 9001:2008,	15 Nov 2008,	Untailored	

(End of Clause)

3	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: Avon Protection Systems, Inc. CAGE: 1LEW5

(Name)	(CAGE)		
503 Eight St., Cadillac, Michigan 49601-1370			
(Address)	(City)	(State)	(Zip)

ACCEPTANCE POINT: Avon Protection Systems, Inc. CAGE: 1LEW5

(Name)	(CAGE)		
503 Eight St., Cadillac, Michigan 49601-1370			
(Address)	(City)	(State)	(Zip)

[End of Clause]

4	52.246-4049 (TACOM-WARREN)	DRAWINGS FOR INSPECTION--COMMERCIAL ITEMS	AUG/2007
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(a) When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

(b) If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Governments inspection requirements.

(c) The Government may rely on the contractors Certificate of Conformance, as outlined in FAR 52.246-15, that the commercial item tendered for acceptance conforms to the contract requirements. However, conditions may warrant that the contractor be required to make available to the Government drawings, specifications or other technical data such that the Government can determine if the commercial item meets the contract requirements. These conditions may include but not be limited to the following: 1.) Complex items or items which have quality characteristics, for which contractual conformance must be established through precise measurements and functional operation either as an individual item or in conjunction with other items. 2.) Items used in critical applications or items denoted as critical on technical data. 3.) Items with known quality conformance issues. 4.) Items with an unstable design history. 5.) Contractor changes in technical requirements, technical data, and/or production processes which impacts the fit, form or function of the item.

[End of clause]

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	52.242-15	STOP-WORK ORDER	AUG/1989
3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
4	52.247-34	F.O.B. DESTINATION	NOV/1991
5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
7	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008
8	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

CLIN 001x:

(i) Start deliveries 182 days after the delivery order date; or FAT Approval, whichever is later

(ii) You will deliver 3,000 units every thirty days.

(iii) You may deliver more units every thirty days at no additional cost to the government with PCO approval.

CLIN 002x:

(i) Start deliveries 182 days after the delivery order date; or FAT Approval, whichever is later

(ii) You will deliver 3,000 units every thirty days.

(iii) You may deliver more units every thirty days at no additional cost to the government with PCO approval.

(d) Accelerated delivery schedule is acceptable but only with authorization of the Procurement Contracting Officer (PCO).

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

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

[End of clause]

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471996		Anniston Army Depot, Bynum, AL	Anniston Army Depot, Bynum, AL	Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer. See Section E.

(3) Document routing. The Contractor shall use the information in 52.242-4007 Wide Area Workflow (WAWF, Codes and Designated Acceptors clause for use with the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<u>Field Name in WAWF</u>	<u>Data to be entered in WAWF</u>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

2 52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 AUG/2012
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. 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:

1. 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.

2. 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: S2305A - DCMA Detroit, Michigan

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)

3. 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.

4. 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.

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

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field.

5. 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: Erik Hilton
Primary Acceptor e-mail: erik.hilton@dcma.mil

Alternate Acceptor Name: Moneca Baehre
Alternate Acceptor e-mail: moneca.baehre@dcma.mil

Third-level Acceptor Name: Richard T. Murphy, Jr.
Third-level Acceptor e-mail: richard.t.murphy65.civ@mail.mil

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. 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]

3	252.204-0005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	SEP/2009
	(DFARS PGI)	(DFAS) - Line Item Specific: by Cancellation Date	

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

4	52.247-4021	TRANSPORTATION ACCOUNT CODE (TAC) FOR FOB ORIGIN SHIPMENT (ACC-WRN)	FEB/2012
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DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUER.

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SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
Red River Army Depot: <https://acquisition.army.mil/asfi/>
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

2 52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	AUG/2010
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(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may

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be found, in three different formats, on the World Wide Web at
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

[End of Clause]

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.202-1	DEFINITIONS	JAN/2012
2	52.203-3	GRATUITIES	APR/1984
3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
11	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/2012
12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
17	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
19	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2013
22	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
27	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
32	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
34	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
36	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
38	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
39	52.232-1	PAYMENTS	APR/1984
40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
41	52.232-11	EXTRAS	APR/1984
42	52.232-17	INTEREST	OCT/2010
43	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
44	52.232-25	PROMPT PAYMENT	JUL/2013
45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
46	52.233-1	DISPUTES	JUL/2002
47	52.233-3	PROTEST AFTER AWARD	AUG/1996
48	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
49	52.242-13	BANKRUPTCY	JUL/1995
50	52.243-1	CHANGES--FIXED PRICE	AUG/1987
51	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
52	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
54	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
55	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
56	52.248-1	VALUE ENGINEERING	OCT/2010
57	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
58	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
59	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
60	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
61	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
62	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
63	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
65	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
66	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
68	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
69	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
70	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
71	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
73	252.225-7013	DUTY-FREE ENTRY	JUN/2012
74	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
76	252.225-7021	TRADE AGREEMENTS	AUG/2013
77	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
78	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
79	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
80	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
81	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
82	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
83	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
84	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
85	252.232-7011	PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS	MAY/2013
86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
87	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
88	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
89	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
90	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
91	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) <mailto:usarmy.detroit.tacom.mbx.lcmc-competition-management-of@mail.mil>,
 (Address) 6501 E. 11 Mile Rd., ATTN: AMSTA-CSC-M, Warren, MI 48397-5000.

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offerors Name _____

Manufacturers Name _____

Sources Name _____

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Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

92

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than see Average Monthly Table chart below, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

AVERAGE MONTHLY DEMAND X 3

CLIN	NOUN	NSN	(AMD) X 3 = Quantity
001X	Amplifier, Audio Frequency	4240-01-528-9294	7,377 Each
002X	Adapter, Amplifier Audio	4240-01-543-0981	8,499 Each

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

(1) Any order for a single item in excess of: See chart below, column titled Average Monthly Demand (AMD) x 12 = Quantity;

(2) Any order for a combination of items in excess of: See chart below, column titled Average Monthly Demand (AMD) x 12 = Quantity; or

AVERAGE MONTHLY DEMAND X 12

CLIN	NOUN	NSN	(AMD) X 12 = Quantity
001X	Amplifier, Audio Frequency	4240-01-528-9294	29,508 Each
002X	Adapter, Amplifier Audio	4240-01-543-0981	33,996 Each

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

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

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

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(End of Clause)

93 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five and one half (5 1/2) years after contract award.

(End of Clause)

94 252.216-7006 ORDERING MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through Four years from the date of Contract Award.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

95 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent

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its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
 - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
 - (3) For long-term contracts
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
 - (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>
 - (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
 - (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
 - (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
 - (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code _339113_ assigned to contract number W56HZV-14-D-0007. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

96 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	
_____ Contractor indicated NONE in their response to the solicitation. _____	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting

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the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

97 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

98 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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(End of Clause)

99 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

100 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT

Avon Protection Systems, Inc. indicated NONE.

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

101 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic

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submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

102 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

103 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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104 52.246-4032 WARRANTY OF SUPPLIES FOR NON-WEAPON SYSTEMS OCT/1996
(TACOM)

(a) Definitions

Acceptance: is when we sign the DD Form 250 or SF 1449 for the end item

Acceptance Date: The date shown on the signed DD Form 250 or SF 1449. If the end items are placed in storage, the acceptance date is shown on the DD Form 1149 and/or DD Form 1348-1.

Supplies: The end item and all parts and accessories you furnish under this contract.

Defect: is any condition or characteristic in the supplies that is not in compliance with the requirements of the contract.

(b) Warranty

(1) Upon our acceptance of the end item(s), you warrant that the supplies are free from defects in design, material, and workmanship for a period of -1- months from the acceptance date.

(2) If a defect occurs during the warranty period that makes the end item(s) unsafe or impossible to operate, you agree to extend the warranty for each affected end item(s) by a period of time equal to the time beginning when we notify you that the end items are deadlined and ending when they have been corrected and made operable. Additionally, to the extent you or your suppliers provide to commercial customers a greater warranty for the end item(s) or any of its components, you further agree to provide such greater warranty to us. You also will furnish to TACOM (Attn: AMSTA-IM-MBP) a listing of the specific parts, components, or assemblies which carry a warranty greater than the warranty you are providing us, as well as the specific terms of each greater warranty. See paragraph (h)(6), below.

(3) Any supplies corrected under this contract also will carry the same warranty as if they had just been accepted by us, per paragraph (b)(1) above.

(c) Notification.

You will be notified in writing, following our discovery of a defect in the supplies. This will be your official notification of a warranty claim, and will initiate the time constraints for you to correct the defect(s). Our notification will include identification of the applicable item serial number(s), UIC of the units who own the defective item(s), operating hours on the item(s), part number of the defective part, and the circumstances surrounding the defect. At this time, you will further be informed whether we have elected (i) to correct the defect(s) ourselves, or (ii) to direct you to correct the defect(s).

(d) Remedies--New Replacement Supplies and Transportation Cost.

(1) Government Correction:

(A) If we provide the replacement parts to correct the defects through our own supply channels, you will reimburse us the cost of these replacement parts. The reimbursement cost will be established based upon the amount in your current commercial dealer net price list or our Army Master Data File (AMDF) price, whichever is less.

(B) If we direct you to provide the replacement parts to correct the defects, you will furnish the replacement parts to us, at the repair location we designate, without cost to us. You will furnish these replacement parts to us within ten working days after you receive our written notification, except when we otherwise agree in writing on another timeframe.

(2) Contractor Correction:

When we direct you to correct the supplies, you will furnish all material required to correct the defective supplies, and will make repairs within ten working days after you receive our written notification. You will provide a copy of your work order to the Government unit(s) that own the defective item(s). Your work order will identify (i) the specific defect(s) to be corrected, (ii) the corrections that will be performed, (iii) all replacement parts required, (iv) the labor hours required to make the repairs, and (v) the serial numbers of the end items to be repaired.

(e) Remedies--Labor for Warranty Repairs.

(1) Government correction:

When we elect to correct the supplies ourselves, you will reimburse us for the cost of labor involved in the correction,

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

to include the cost of the end item disassembly and reassembly. The cost of the labor involved will be computed at the rate of \$48.00 per hour multiplied by the number of labor hours listed for the necessary repairs, as listed in your flat rate time schedule manual or in our Maintenance Allocation Chart (MAC), whichever is less.

(2) Contractor correction:

(A) When we direct you to correct the supplies, you will have the option to (i) correct them in the field, or (ii) return them to your designated facility for correction. When you correct the supplies, the cost of labor involved in the correction will be covered by you. If you elect to correct defects at your facility, you will arrange all transportation of the supplies to your facility and back to the units that own them, and you will bear the associated costs.

(B) When we direct you to correct the defect(s), you will notify the warranty claimant (the unit that owns the items needing correction) before initiating the corrective action. This will be done within five working days of receiving our notice. Your notification will be oral and will indicate whether you elect to correct the defect(s) in the field (on site) or at your facility. Additionally, this notification will include the name and location of the repair facility, if your facility will be used, and in all cases will indicate the date(s) on which the repair work will be done, and the dealer or individual(s) who will perform the work. Should you fail to accomplish required warranty corrections within ten working days after notification of warranty claim, you agree to extend, at no additional cost to us, the terms of coverage of the warranty on these affected supplies for a time equal to the period beginning with our formal notification of claim until the date the supplies have been corrected.

(f) Reimbursement Procedure.

You must provide payment by the 15th day of each month for all warranty claims submitted by us for reimbursement which were received by you during the previous month. The payment shall be by check made payable to the Defense Accounting Office, DAOTACOM, and mailed to the U.S. Army Tank-automotive and Armaments Command, Attn: DFAS-IN/EM-BED, Warren, MI 48397-5000. The payment shall be accompanied by a statement which identifies, for each claim covered by the payment, the claim number, the Unit Identify Code (UIC) of each claim, the date of each claim, total dollars (broken out between parts and labor), and this contract number.

(g) Contractor Rights and Remedies

(1) You have the right to inspect any defective supplies, wherever located, within 30 days after notification of a warranty claim for the purpose of evaluating the cause of, or existence of the defect(s). If we do not receive your instructions within this 30 day period, we will dispose of the defective supplies. This right, however, does not relieve you of your responsibility to initiate the warranty replacement/repair action when we notify you of a warranty claim. In the event you determine the defective supplies are clearly non-warrantable (per paragraph (h)(4) of this clause) you will stop ongoing repair action and notify the owning unit.

(2) In the event that a previously accepted warranty claim action is determined to be invalid, you will be equitably reimbursed. Our failure to agree to such a reimbursement, or any circumstance where you disagree with our determination, will be considered a dispute, and processed per the disputes coverage in this contract (see paragraph (d) of FAR 52.212-4).

(h) General Warranty Matters

(1) If commercially available, you will deliver your current flat rate time schedule manuals and current price lists to us, concerning the supplies you are furnishing under this contract. Note this contract number on these manuals and price lists. Use this address: U.S. Army Tank-Automotive and Armaments Command, Attn: AMSTA-IM-MBP, Warren, MI 48397-5000.

(2) You shall affix a permanent Warranty Data Plate to each end item covered by this warranty. The data plate will list the word WARRANTY across the top in bold letters. It also will list the National Stock Number, your Contractor name and CAGE code, the date the warranty starts by year and month (e.g. 9701), and the date the warranty expires by year and month (e.g. 9807). The end item data plate shall be approximately 3 inches by 4 inches, and shall be mounted in clear view of the operator as near as possible to the center of the instrument panel. Background material requirements are that there will be alternating bands of blue and neutral (natural color of the material), placed diagonally at a 45 degree angle to the vertical. The stripes will be of equal width, with each strip approximately as wide as the lettering characters are tall.

(3) The rights and remedies provided to us in this clause are in addition to and do not limit any rights afforded to us by any other clause in this contract.

(4) The warranty set forth in this clause does not apply to any damage or failure to perform caused by misuse or abuse of the vehicle, combat damage, fair wear and tear items (brake shoes, track pads, wiper blades, etc.), or by our failure to perform proper maintenance or service on the supplies.

(5) You will provide a warranty performance report if required to do so by contract Data Item Description, such as DI-MNTY-81217).

(6) You will furnish, within 30 days from contract award, a listing of specific parts, components, and assemblies which carry

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-D-0007 MOD/AMD	Page 44 of 45
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Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

a warranty greater than the warranty period in paragraph (b)(1) above. A copy of each warranty, along with each supplier's method of implementation, will also be provided to us, at the mailing address given in paragraph (h)(1) above.

(7) If we place any end items in storage following acceptance, you agree to extend the warranty terms for each affected item by an additional period of time equal to the number of months the item is kept in storage, or you agree to give us an equitable reduction in the contract price equal to the pro rata cost of the lost portion of the warranty, up to the full cost of the warranty, for each month after acceptance that we keep those end items in storage.

Name of Offeror or Contractor: AVON PROTECTION SYSTEMS, INC.

LIST OF ATTACHMENTS

***** THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORTS DELIVERABLE UNDER THE CONTRACT *****

Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* Office XP or Microsoft* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

(2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the POCs, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the POCs not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

(5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM to be delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address: TBD

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail and CD-ROM.

* Registered Trademark

*** END OF NARRATIVE J0001 ***

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A001 ENGINEERING CHANGE PROPOSAL (ECP)	13-APR-2012	001	DATA
Exhibit B	A002 REQUEST FOR DEVIATION (RFD)	13-APR-2012	001	DATA
Exhibit C	A003 NOTICE OF REVISION (NOR)	13-APR-2012	001	DATA
Exhibit D	A004 RECORD OF MEETING MINUTES	13-APR-2012	001	DATA
Attachment 0001	ATT 0001 ENGINEERING CHANGE PROPOSAL DI-CMAN-80639C*	13-APR-2012	009	DATA
Attachment 0002	ATT 0002 REQUEST FOR DEVIATION DI-CMAN-80640C*	13-APR-2012	003	DATA
Attachment 0003	ATT 0003 NOTICE OF REVISION DI-CMAN-80642C	13-APR-2012	002	DATA
Attachment 0004	ATT 0004 ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECPS	13-APR-2012	001	DATA

CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO.: 0500

B. EXHIBIT: A

C. CATEGORY: Data Delivery Description

D. SYSTEM/ITEM: M50/M51 JSGPM Voice Projection Unit (VPU), Audio Amplifier & Amplifier Adapter

E. CONTRACT/PR NO.: W56HZV-14-D-0007

1. DATA ITEM NO. A001

2. TITLE OF DATA ITEM: ENGINEERING CHANGE PROPOSAL (ECP)

3. SUBTITLE:

4. AUTHORITY: DI-CMAN-80639C*

5. CONTRACT REFERENCE: Section C, C.1 APPLICABLE DOCUMENTS, C-2

52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION

6. REQUIRING OFC: RDAR-EIS-PD

7. LT

8. APP CODE:

9. DIST. STATEMENT REQUIRED: X

10. FREQUENCY: AS REQ

11. AS OF DATE:

12. DATE OF FIRST SUBMISSION: AS REQ

13. DATE OF SUB: SEE BLK 16

14. DISTRIBUTION/ A. ADDRESSEES B. COPIES DRAFT / FINAL

SEE ADDRESS CODE //DISTRIBUTION ADDRESS ATTACHMENT 0004//

Army Contracting Command-Warren (ACC-WRN)(DTA), Contracting Office

Contract Specialist

OFFICE: CCTA-ADT-A

EMAIL: richard.t.murphy65.civ@mail.mil

FAX: (586) 282-7400

DCMA Administrative Contracting Office (ACO)

OFFICE: DCMA S2305A, Detroit, Michigan

EMAIL: moneca.baehre@dcma.mil

FAX: (616) 233-4630

For VECs only: (ECBC RDECOM)

OFFICE: RDCB-DES-I

POC: Mashala Macias

EMAIL: mashala.m.macias.civ@mail.mil

FAX: (309)782-2247

15. TOTAL:

16. Remarks:

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR.

***SUBMIT ELECTRONICALLY TO <mailto:ROCK-ECP-INPUT@CONUS.ARMY.MIL> .

ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT

https://www.pica.army.mil/prod_techdata/cmdocs-links.htm

ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM.(DD
FORMS)

17. PREPARED BY: Richard T. Murphy, Jr. 19. APPROVED BY: Maureen Jacobs
18. DATE: 15 SEP 2011 20. DATE: 15 SEP 2011

DD FORM 1423-E

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A. CONTRACT LINE ITEM NO.: 0500
B. EXHIBIT: B
C. CATEGORY: Data Delivery Description
D. SYSTEM/ITEM: M50/M51 JSGPM Voice Projection Unit (VPU), Audio Amplifier & Amplifier Adapter
E. CONTRACT/PR NO.: W56HZV-14-D-0007

1. DATA ITEM NO. A002
2. TITLE OF DATA ITEM: REQUEST FOR DEVIATION (RFD)
3. SUBTITLE: RFD
4. AUTHORITY: DI-CMAN-80640C*
5. CONTRACT REFERENCE: Section C, C.1 APPLICABLE DOCUMENTS, C-2
52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION
6. REQUIRING OFC: RDAR-EIS-PD
7. LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: X
10. FREQUENCY: AS REQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: AS REQ
13. DATE OF SUB: AS REQ
14. DISTRIBUTION /A. ADDRESSEES B. COPIES DRAFT / FINAL
SEE ADDRESS CODE //DISTRIBUTION ADDRESS ATTACHMENT 0004//

ADDRESSEE:

ECBC-RI RDECOM Engineering Office
OFFICE: RDCB-DEP-N
EMAIL: maureen.d.jacobs.civ@mail.mil
FAX: (309) 782-4537

Army Contracting Command-Warren (ACC-WRN)(DTA), Contracting Office
Contract Specialist
OFFICE: CCTA-ADT-A
EMAIL: richard.t.murphy65.civ@mail.mil
FAX: (586) 282-7400

DCMA Administrative Contracting Office (ACO)
OFFICE: DCMA S2305A, Detroit, Michigan
EMAIL: moneca.baehre@dcma.mil
FAX: (616) 233-4630

For VECPS only: (ECBC RDECOM)
OFFICE: RDCB-DES-I
POC: Mashala Macias
EMAIL: mashala.m.macias.civ@mail.mil
FAX: (309)782-2247

15. TOTAL:

16. Remarks:

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARAGRAPH 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***SUBMIT ELECTRONICALLY TO <mailto:ROCK-ECP-INPUT@CONUS.ARMY.MIL> . ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT [HTTPS://WWW.PICA.ARMY.MIL/PROD_TECHDATA/CMDOCS-LINKS.HTM](https://www.pica.army.mil/prod_techdata/cmdocs-links.htm) ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM. (DD FORMS) ****THE CONTRACTOR SHALL IDENTIFY IF THE RFD IS PRIOR TO MFG OR NON-CONFORMING MTRL. A PRIOR TO MFG DESCRIBES A PROPOSED DEPARTURE FROM CONFIG DOCS FOR A SPECIFIC NUMBER OF UNITS OR FOR A SPECIFIED PERIOD OF TIME. A NON-CONFORMING MTRL RFD IS USED TO OBTAIN AUTH TO DELIVER NON-CONFORMING MTRL WHICH DOES NOT MEET THE CONFIG DOCS BUT IS SUITABLE FOR USE AS IS OR AFTER REPAIR.

17. PREPARED BY: Richard T. Murphy, Jr. 19. APPROVED BY: Maureen Jacobs
18. DATE: 15 Sep 2011 20. DATE: 15 Sep 2011

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.: 0500
B. EXHIBIT: C
C. CATEGORY: Data Delivery Description
D. SYSTEM/ITEM: M50/M51 JSGPM Voice Projection Unit (VPU), Audio Amplifier & Amplifier Adapter
E. CONTRACT/PR NO.: W56HZV-14-D-0007

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: NOTICE OF REVISION (NOR)
3. SUBTITLE: NOR
4. AUTHORITY: DI-CMAN-80642C*
5. CONTRACT REFERENCE: SECTION C, C.1 APPLICABLE DOCUMENTS, C-2
52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION
6. REQUIRING OFC:RDAR-EIS-PD
7. LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: X
10. FREQUENCY: AS REQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: AS REQ
13. DATE OF SUB: AS REQ
14. DISTRIBUTION /A. ADDRESSEES B. COPIES DRAFT / FINAL
SEE ADDRESS CODE //DISTRIBUTION ADDRESS ATTACHMENT 0004//
15. TOTAL: 0/0/0

16. Remarks:
*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF NOR. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). ** SUBMIT ELECTRONICALLY mailto: ROCK-ECP-INPUT@CONUS.ARMY.MIL" ROCK-ECPINPUT@CONUS.ARMY.MIL. ELECTRONIC FILES MUST BE LESS THAN 7MB. FORMS LOCATED AT "HTTPS://WWW.PICA.ARMY.MIL/PROD_TECHDATA/CMDOCS-LINKS.HTM ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM.
***THE DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

17. PREPARED BY: Richard T. Murphy, Jr. 19. APPROVED BY: Maureen Jacobs
18. DATE: 15 Sep 2011 20. DATE: 15 Sep 2011

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0500
 - B. EXHIBIT: D
 - C. CATEGORY: Data Delivery Description
 - D. SYSTEM/ITEM: M50/M51 JSGPM Voice Projection Unit (VPU), Audio Amplifier & Amplifier Adapter
 - E. CONTRACT/PR NO.: W56HZV-14-D-0007

-
- 1. DATA ITEM NO. A004
 - 2. TITLE OF DATA ITEM: Record of Meeting Minutes
 - 3. SUBTITLE: Meeting Minutes
 - 4. AUTHORITY: DI-ADMN-81505
 - 5. CONTRACT REFERENCE: Section C, C.2.1 MEETINGS/CONFERENCES, PARAGRAPH C.2.2.
 - 6. REQUIRING OFC: CCTA-ADT-A
 - 7. N/A
 - 8. APP CODE:
 - 9. DIST. STATEMENT REQUIRED: X
 - 10. FREQUENCY: AS REQ
 - 11. AS OF DATE: AS REQ
 - 12. DATE OF FIRST SUBMISSION: SEE BLK 16
 - 13. DATE OF SUB: SEE BLK 16
 - 14. DISTRIBUTION A. ADDRESSEES B. COPIES PAPER E-MAIL CD-ROM
See Block 16

15. TOTAL:

16. Remarks:

*Meeting minutes are to be delivered electronically in contractors format NLT 3 days after the monthly meeting is held. *Government shall review and approve or provide comment within 7 days of receipt. Electronic copy delivered to E-mail as follows: richard.t.murphy65.civ@mail.mil, and adrian.c.henry.civ@mail.mil

17. N/A

18. PREPARED BY: Richard T. Murphy, Jr. 20. APPROVED BY: Dee Riese
19. DATE: 03 Oct 2011 21. DATE: 03 Oct 2011

DD FORM 1423-E

ATTACHMENT 0001
ENGINEERING CHANGE PROPOSAL (ECP)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with a Notice of Revision (NOR). A requirement for NORs, as applicable, should be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Engineering Change Proposal shall be prepared in contractor format.
3. Supporting data. In addition to the information required below, the ECP shall include supporting data. Formal ECPs shall be supported by drawings and other data (e.g., Logistic Support Analysis (LSA) data, detailed cost proposal data, test data and analyses) as specified in the contract to justify and describe the change and to determine its total impact including assessments of changes to system operational employment characteristics. When a life cycle cost and/or operation and support cost model has been included in the contract, the ECP shall also include the costs expected to result from the implementation of the change into all future production and spare items projected to be procured for the program. Also for all projected operation and support costs for operation of the total inventory of items by the Government. A summary of any testing done to validate concepts or new technology to be employed in the proposed engineering change shall be presented in the supporting data. Details of such test data shall be provided if it is vital to the decision regarding acceptance of the change.
4. Distribution statement. The appropriate distribution statement shall be affixed to the ECP in accordance with the requirements of the contract.
5. Date. Provide the submittal date of the ECP or of the revision to the ECP.
6. Procuring Activity Number (PAN): Provide the PAN of the procuring activity, if known.
7. DODAAC. Provide the DODAAC of the procuring activity, if known.
8. Originator name and address. Provide the name and address of the contractor submitting the ECP.
9. Designate as either Class I or II. Proposed changes that do not meet the criteria for Class I shall be designated as Class II. The engineering change shall be Class I if:
 - a. The Functional Configuration Documentation (FCD) or Allocated Configuration Documentation (ACD) is affected to the extent that any of the following requirements would be outside specified limits or specified tolerances:
 - (1) Performance.
 - (2) Reliability, maintainability or survivability.
 - (3) Weight, balance, moment of inertia.
 - (4) Interface characteristics.
 - (5) Electromagnetic characteristics.
 - (6) Other technical requirements in the specifications.
 - b. A change to the Product Configuration Documentation (PCD) will affect the FCD or ACD as described in paragraph 9a or will impact one or more of the following:
 - (1) Government Furnished Equipment (GFE).
 - (2) Safety.
 - (3) Compatibility or specified interoperability with interfacing CIs, support equipment or support software, spares, trainers or training devices/ equipment/software.
 - (4) Configuration to the extent that retrofit action is required.
 - (5) Delivered operation and maintenance manuals for which adequate change/revision funding is not provided in existing contracts.
 - (6) Preset adjustments or schedules affecting operating limits or performance to such extent as to require assignment of a new identification number.
 - (7) Interchangeability, substitutability, or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-reparable subassemblies.
 - (8) Sources of CIs or repairable items at any level defined by source-control drawings.
 - (9) Skills, manning, training, biomedical factors or human-engineering design.

- c. Any of the following contractual factors are affected:
- (1) Cost to the Government including incentives and fees.
 - (2) Guarantees or warranties.
 - (3) Deliveries.
 - (4) Scheduled milestones.

10. Justification code. Provide a justification code that is applicable to a proposed Class I engineering change. The justification code is not required for Class II ECPs. If more than one of the following codes are applicable, the one which is the most descriptive or significant shall be assigned to the ECP.

a. Interface. Code B shall be assigned to an engineering change proposal for correction of a deficiency which will eliminate interference or incompatibility at an interface between CIs.

b. Compatibility. Code C shall be assigned to an engineering change to correct a deficiency with the following characteristics:

(1) The need for the change has been discovered during the system or item functional checks or during installation and checkout and is necessary to make the system or item work.

(2) By assigning the compatibility code the contractor is declaring that the effort required to accomplish the change is considered to be within the scope of the existing contract except for changes caused by the Government.

(3) Contractual coverage completing the formal documentation of the engineering change will not reflect an increase in contract price for the corrective action in production and to delivered items in-warranty or otherwise stipulated in the contract.

c. Correction of deficiency. Code D shall be assigned to an engineering change which is required to eliminate a deficiency, unless a more descriptive separate code applies. Such separate codes are used to identify deficiencies of the nature of safety, interface, or compatibility.

d. Operational or logistics support. Code O shall be assigned to an engineering change which will make a significant effectiveness change in operational capabilities or logistics support.

e. Production stoppage. Code P shall be assigned to an engineering change which is required to prevent slippage in an approved production schedule. This code applies when production to the current configuration documentation either is impracticable or cannot be accomplished without delay.

f. Cost reduction. Code R shall be assigned to an engineering change which will provide a net total life cycle cost savings to the Government, but which is not being submitted pursuant to the Value Engineering clause of the contract. The savings in life cycle cost should include all effects on cost and price for the effort and requirements covered by the contract(s) currently in effect for this contractor, plus the costs resulting from necessary associated changes in delivered items, and logistics support.

g. Safety. Code S shall be assigned to an engineering change for correction of a deficiency which is required primarily to eliminate a hazardous condition. When this code is assigned, a system hazard analysis shall be included with the ECP. (See MIL-STD-882)

h. Value engineering (VE). Code V shall be assigned to an engineering change that will effect a net life cycle cost reduction and which is submitted pursuant to the VE clause of the contract.

11. Priority. A priority shall be assigned to each Class I ECP based upon the following definitions. Class II ECPs do not require a priority assignment. The proposed priority is assigned by the originator and will stand unless the Government has a valid reason for changing the priority.

a. Emergency (E). Shall be assigned to an engineering change proposed for any of the following reasons:

(1) To effect a change in operational characteristics which, if not accomplished without delay, may seriously compromise national security;

(2) To correct a hazardous condition which may result in fatal or serious injury to personnel or in extensive damage or destruction of equipment. (A hazardous condition usually will require withdrawing the item from service temporarily, or suspension of the item operation, or discontinuance of further testing or development pending resolution of the condition.); or

(3) To correct a system halt (abnormal termination) in the production environment such that CSCI mission accomplishment is prohibited.

b. Urgent (U). Shall be assigned to an engineering change proposed for any of the following reasons:

(1) To effect a change which, if not accomplished expeditiously, may seriously compromise the mission effectiveness of deployed equipment, software, or forces; or

(2) To correct a potentially hazardous condition, the uncorrected existence of which could result in injury to personnel or damage to equipment. (A potentially hazardous condition compromises safety and embodies risk, but within reasonable limits, permits continued use of the affected item provided the operator has been informed of the hazard and appropriate precautions have been defined and distributed to the user.); or

(3) To meet significant contractual requirements (e.g., when lead time will necessitate slipping approved production or deployment schedules if the change was not incorporated); or

(4) To effect an interface change which, if delayed, would cause a schedule slippage or increase cost; or

(5) To effect a significant net life cycle cost savings to the Government, as defined in the contract, through value engineering or through other cost reduction efforts where expedited processing of the change will be a major factor in realizing lower costs.

(6) To correct unusable output critical to mission accomplishment;

(7) To correct critical CI files that are being degraded; or

(8) To effect a change in operational characteristics to implement a new or changed regulatory requirement with stringent completion date requirements issued by an authority higher than that of the functional proponent.

c. Routine (R). Shall be assigned to a proposed engineering change when emergency or urgent is not applicable.

12. ECP designation.

- a. Model/Type. Provide model or type designation of the CI for which this proposal is being submitted. For Computer Software Configuration Items (CSCI), enter the CSCI identification number.
- b. CAGE code. Enter the CAGE code for the activity originating the ECP.
- c. System designation. The system or top-level CI designation or nomenclature assigned shall be entered, if known.

13. ECP number. Provide an ECP number. Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of a change proposal. One of the following methods of assigning ECP numbers may be used unless otherwise stated in the contract:

- a. ECP numbers shall run consecutively commencing with number 1, for each CAGE Code identified activity, or ECP numbers may be assigned in a separate series for each system that the contractor is producing
- b. When an ECP is split into a basic ECP and related ECPs, the basic ECP shall be identified with the number prescribed above and each related ECP shall be identified by the basic number plus a separate dash number. The number of characters in the ECP number, dash number, type, and revision identification shall not exceed 32.
- c. Other systems may be used provided the ECP number is unique for any CAGE Code identified activity, and the 32 character limitation is not exceeded.

14. Type. For Class I ECPs, indicate either a "P" for preliminary, or "F" for formal. A Class I ECP shall be preliminary if it meets the criteria below.

a. A preliminary change proposal is one that is submitted to the Government for review prior to the availability of the information necessary to support a formal ECP. It shall include a summary of the proposed change, its impact on related areas, and a justification. Examples are to furnish the Government with available information in order to permit:

- (1) A preliminary evaluation relative to the merits of the proposed change (e.g. installation of a proposed change for the purpose of evaluation and testing prior to making a final decision to proceed with a proposed change); or,
- (2) A determination regarding the desirability of continuing expenditures required to further develop the proposal.
- (3) To provide alternative proposals; or
- (4) To supplement a message relative to an emergency or urgent priority ECP when it is impracticable to submit a formal ECP within 30 calendar days; or
- (5) To obtain Government approval to proceed with software engineering development prior to the development of the actual coding changes.

b. A formal ECP is the type, which provides the engineering information and other data in sufficient detail to support formal change approval/contractual implementation.

15. Revision. If an ECP is being revised, enter the proper identification of the revision, i.e., R1 for the first revision; R2, R3, etc. for subsequent revisions. (The date submitted (paragraph 5) shall be the date of the revised ECP.)

16. Baseline affected. Indicate the baseline(s) affected (see MIL-HDBK-61).

17. Other systems/configuration items affected. If other systems/configuration items are affected indicate whether the effect on other systems or CIs requires the submittal of related Class I ECPs. Supply details in paragraphs 33a and c.

18. Specifications affected. If specifications cited in the contract are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.

19. Drawings affected. If drawings are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.

20. Title of change. Provide a brief title to identify the component or system affected by the ECP. For example: F-18 Aircraft Air Turbine Start Connector Backshell Replacement; AN/AYK-14(v) CP-1502/CP-1503 Reconfiguration to CP-1799; (CSCI name) Block Update.

21. Contract number(s) and line item(s). Provide the number(s) of all currently active contract(s), and the affected contract line item number(s), at the originating CAGE-coded activity that are affected by the engineering change.

22. Procuring contracting officer. Provide the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 21.

23. Configuration item nomenclature. Provide the assigned name and type designation the CSCI name and number, if applicable, or authorized name and number of the CI(s) affected by the ECP.

24. Is the CI in production? If "yes", provide information as to whether deliveries have been completed on the contract(s). This data is not always applicable to software. If not applicable, so indicate.

25. All lower level items affected.

a. For hardware, an appropriate, complete descriptive name of the part(s) shall be provided as well as the quantity of the part(s). Additionally, applicable NSNs shall be provided.

b. For CSCI's, provide the name and identifier of each lower level CI and computer software unit affected.

26. Description of change. The description of the proposed change shall include the purpose and shall be given in sufficient detail to adequately describe what is to be accomplished. It shall be phrased in definitive language such that, if it is repeated in the contractual document authorizing the change, it will provide the authorization desired. Supporting data may be provided to the extent necessary to clearly portray the proposed change. If the proposed change is an interim solution, it shall be so stated.

27. Need for change. Provide an explanation of the need for the change to include specifically identifying the benefit of the change to the Government. The nature of the defect, failure, incident, malfunction, etc. substantiating the need for the change shall be described in detail. Full utilization shall be made of available failure data. If a new capability is to be provided, improvements in range, speed, performance, endurance, striking power, defensive or offensive capabilities, etc. shall be described in quantitative terms. Correspondence establishing requirements for the change and any testing accomplished prior to the submission shall be identified and summarized. If the ECP is needed to correct maintenance/logistics problems, that fact will be included with sufficient detail to identify the issues. If the ECP is being submitted as a response to a request for ECP or Government direction, cite that authority herein.

28. Production effectivity by serial number.

a. For hardware, provide the estimated production effectivity point for the production items including serial number, or other item identification (e.g., block or lot number) as approved by the Government. In determining the effectivity point for the proposed change, consider, in addition to the time factors, the availability of all support elements affected and the most economical point of introduction consistent with all the salient factors involved. The earliest production incorporation is not necessarily the singular or most important factor in the establishment of a proposed change effectivity point. The effectivity point shall be based on concurrent availability of all logistics support elements and materials affected by the change to the item.

b. For CSCI's, identify the CSCI version number, if known, into which the change will be incorporated. Where applicable, the effectivity of the end item CI and vehicle (aircraft, tank, ship, etc.) into which the capability represented by the new version of the software is proposed to be incorporated, shall also be provided. If the impact of the ECP merits the release of a new software version include a recommendation to this effect. Serial numbers may be used in lieu of version numbers if approved by the Government.

29. Effect on production delivery schedule. State the estimated delivery schedule of items incorporating the change, either in terms of days after contractual approval, or by specific dates contingent upon contractual approval by a specified date. If there will be no effect on the delivery schedule, so state.

30. Retrofit.

a. Recommended item effectivity. When the contractor recommends that the engineering change be accomplished in accepted items by retrofit, the quantities and serial (or lot) numbers of accepted items in which the change is proposed to be incorporated by retrofit shall be provided. Such statement regarding items currently in production shall be based upon the estimated approval date of the ECP.

b. Ship/vehicle class affected. When the delivered CI is installed in one or more ship/vehicle classes, enter the identification of such classes.

c. Estimated kit delivery schedule. State estimated kit delivery schedule by quantity and date. When special tooling for retrofit is required for Government use, provide the dates of availability of tools, jigs, and test equipment required in conjunction with the kits to accomplish the change.

d. Locations or ship/vehicle numbers affected. State the location(s) where retrofit is to be accomplished. If retrofit is to be accomplished in ships (or in vehicles for which the serial numbers are not shown in paragraph 30b), enter the ship hull numbers or vehicle numbers.

NOTE: The appropriate information shall be provided for CSCI changes that are to be incorporated as part of a hardware or equipment change; and implemented per a hardware retrofit schedule, or where the fielded version of the software is to be replaced.

31. Estimated costs/savings under contract. Provide the total estimated costs/savings impact of the ECP on the contract for the subject CI. Savings shall be shown in parentheses.

32. Estimated net total costs/savings. Provide the total estimated costs/savings impact of the basic and all related ECPs, including other costs/savings to the Government. Savings shall be shown in parentheses.

33. Effects on Functional/Allocated Configuration Identification. This information is to be provided only if the proposed change affects the system specification or the item development specification(s). If a separate product function specification is used, effects on such specification of changes proposed after the Product Baseline has been established shall be described as required.

a. Other systems affected. Provide only if other systems/configuration items are affected as indicated in paragraph 17.

b. Other contractors/activities affected. Identify other contractors or Government activities that will be affected by this engineering change.

c. Configuration items affected. Enter the names and numbers of all CIs, maintenance and operator training equipment, and support

equipment affected.

d. Effects on performance allocations and interfaces in system specification. Describe the changes in performance allocations and in the functional/physical interfaces defined in the system specification.

e. Effects on employment, integrated logistic support, training, operational effectiveness, or software.

(1) For hardware, describe the effects of the proposed change on employment, deployment, logistics, and/or personnel and training requirements which have been specified in the approved system and/or CI specifications, including any changes or effects on the operability of the system. In particular, there shall be an entry detailing any effect on interoperability.

(2) For CSCIs, the following information shall be entered as applicable to the degree of design development of the CSCI at the time of ECP submission:

(a) Identify any required changes to the data base parameters or values, or to data base management procedures;

(b) Identify and explain any anticipated effects of the proposed change on acceptable computer operating time and cycle-time utilization;

(c) Provide an estimate of the net effect on computer software storage; and,

(d) Identify and explain any other relevant impact of the proposed change on utilization of the system.

34. Effects on configuration item specifications. The effect of the proposed change on performance shall be described in quantitative terms as it relates to the parameters contained in the CI development specifications. (See MIL-STD-961)

35. Developmental requirements and status.

a. For hardware, when the proposed engineering change requires a major revision of the development program (e.g., new prototypes, additional design review activity, tests to be reaccomplished), the nature of the new development program shall be described in detail, including the status of programs already begun.

b. For CSCIs, identify the scheduled sequence of computer software design and test activities which will be required. ECPs initiated after preliminary design which affect the FBL and/or the ABL shall identify, as appropriate, significant requirements for computer software redesign, recoding, repetition of testing, changes to the software engineering/test environments, special installation, adaptation, checkout, and live environment testing. In addition, the specific impact of these factors on approved schedules shall be identified. The impact of the software change on the hardware design and input/output cabling shall also be detailed.

36. Date by which contractual authority is needed. Provide the date contractual authority is required in order to maintain the established schedule for:

a. Production

b. Retrofit

37. Effects on product configuration documentation, logistics and operations. Certain information required may have been supplied in paragraphs above or does not apply to computer software. When this information has already been supplied, a cross-reference to such information will be adequate.

a. For hardware, if any specific logistic interoperability factors are affected, provide information detailing the possible impact on the operational configuration.

b. For CSCIs, the software engineering and test environments are usually not affected by changes in the product configuration of a CSCI. Provide information about the status of the software redesign and retesting effort. There shall also be a review of the intent to document CSCI impacts in these areas.

38. Effect on product configuration documentation or contract. The effects on the approved CI product specifications shall be described by reference to the NORs or other enclosure(s) which cover such proposed text changes in detail. The effects on drawings, when not covered previously shall be described in general terms. Address nomenclature change when applicable. The effects on performance, weight-balance-stability, weight-moment, shall also be provided when applicable.

39. Effect on acquisition logistics support (ALS) elements. The effects of the engineering change on logistic support of the item shall be provided. These effects shall be explained in detail. The information required shall indicate the method to be used to determine the integrated logistic support plans and items which will be required for the support of the new configuration as well as retrofitting previously delivered items to the same configuration. The following shall be covered as applicable:

a. Effects on schedule and content of the ALS plan.

b. Effect on maintenance concept and plans for the levels of maintenance and procedures.

c. System and/or CI logistics support analysis (LSA) tasks to be accomplished and LSA data requiring update wherever it exists in the contract. (MIL-PRF-49506)

d. Extension/revision of the interim support plan.

e. Spares and repair parts that are changed, modified, obsoleted or added, including detailed supply data for interim support spares. NOTE: Failure to include detailed supply data will delay ECP processing.

f. Revised or new technical manuals.

g. Revised or new facilities requirements and site activation plan.

h. New, revised, obsoleted or additional support equipment (SE), test procedures and software. For items of SE and trainers which

require change, furnish a cross reference to the related ECPs, and for any related ECP not furnished with the basic ECP, furnish a brief description of the proposed change(s) in SE and trainers.

- i. Qualitative and quantitative personnel requirements data which identify additions or deletions to operator or maintenance manpower in terms of personnel skill levels, knowledge and numbers required to support the CI as modified by the change.
- j. New operator and maintenance training requirements in terms of training equipment, trainers and training software for operator and maintenance courses. This information should include identification of specific courses, equipment, technical manuals, personnel, etc. required to set up the course at either the contractor or Government facility.
- k. Any effect on contract maintenance that increases the scope or dollar limitation established in the contract.
- l. Effects on packaging, handling, storage, and transportability resulting from changes in materials, dimensions, fragility, inherent environmental or operating conditions.

40. Effect on operational employment. The effects of the engineering change of CI utilization shall be provided. Quantitative values shall be used whenever practicable and are required when reliability and service life are impacted. Survivability includes nuclear survivability. The effects of the change proposal on safety, maintainability, operating procedures, electromagnetic interference, activation schedule critical single point failure items, and interoperability shall also be provided, if applicable.

41. Other considerations. The effects of the proposed engineering change on the following shall be identified:
- a. Interfaces having an effect on adjacent or related items, (output, input, size, mating connections, etc.).
 - b. GFE or Government Furnished Data (GFD) changed, modified or obsolete.
 - c. Physical constraints. Removal or repositioning of items, structural rework, increase or decrease in overall dimensions.
 - d. Software (other than operational, maintenance, and training software) requiring a change to existing code and/or, resources or addition of new software.
 - e. Rework required on other equipment not included previously which will effect the existing operational configuration.
 - f. Additional or modified system test procedures required.
 - g. Any new or additional changes having an effect on existing warranties or guarantees.
 - h. Changes or updates to the parts control program.
 - i. Effects on life cycle cost projections for the configuration item or program, including projections of operation and support costs/savings for the item(s) affected over the contractually defined life and projections of the costs/savings to be realized in planned future production and spares buys of the item(s) affected.

42. Alternate solutions. When applicable, provide a summary of the various alternative solutions considered, including the use of revised operation or maintenance procedures, revised inspection or servicing requirements, or revised part replacement schedules. The contractor shall provide an analysis of the alternatives, identify the advantages and disadvantages inherent in each feasible alternative approach, and show the reasons for adopting the alternative solution proposed by the ECP. When contractors analysis addresses new concepts or new technology, supporting data shall be presented with the proposal to authenticate the trade-off analysis.

43. Developmental status. When applicable, make recommendations as to the additional tests, trials, installations, prototypes, fit checks, etc., which will be required to substantiate the proposed engineering change. These recommendations shall include the test objective and test vehicle(s) to be used. Indicate the development status of the major items of GFE which will be used in conjunction with the change and the availability of the equipment in terms of the estimated production incorporation point.

44. Recommendations for retrofit. When applicable, make recommendations for retrofit of the engineering change into accepted items with substantiating data, any implications thereto, and a brief description of the action required. Where retrofit is not recommended, an explanation of this determination shall be provided.

- a. Work-hours per unit to install retrofit kits. Show the amount of work which must be programmed for various activities to install retrofit kits. Estimate work-hours to install retrofit kits when weapon system is undergoing overhaul.
- b. Work-hours to conduct system tests after retrofit. Provide the work-hours required to test the system or the item following installation of the retrofit kit.
- c. This change must be accomplished. Where previously approved engineering changes must be incorporated in a specific order in relation to the proposed change, such order should be specified.
- d. Is contractor field service engineering required? If "yes" attach proposed program for contractor participation.
- e. Out of service time. Estimate the total time period from removal of the equipment from operational service until equipment will be returned to operational status after being retrofitted.

45. Effect of this ECP and previously approved ECPs on item. Summarize the cumulative effect upon performance, weight, electrical load, etc., of this ECP and previously approved ECPs when design limitations are being approached or exceeded. Provide consequences of ECP disapproval.

46. Production impact costs. Estimated costs/savings applicable to production of the item resulting from the change. Includes the costs of Redesign of the CIs or Components thereof, of Factory Test Equipment, of Special Factory Tooling, of Scrap, of Engineering Design, of Engineering Data Revision, of Revision of Test Procedures, and of Testing and Verification of Performance of New Items.

47. Retrofit impact costs: Estimated costs applicable to retrofit of the item including installation and testing costs. Includes Retrofit-specific Engineering Data Revision, Prototype Testing, Kit Proof Testing, Purchase of Retrofit Kits for Operational Systems, Preparation of Modification Instructions, Design and Manufacture of Special Tooling for Retrofit, Installation of Kits by contractor personnel, Installation of Kits by government personnel, Testing after Retrofit and Modification, and Testing and Verification of Performance of Government Furnished Equipment/Property (GFE/GFP).

48. Logistics support impact costs: Estimated costs/savings of the various elements of logistics support applicable to the item. Includes Spares/Repair Parts Rework, New Spares and Repair Parts, Supply/Provisioning Data, Support Equipment, Retrofit Kit for Spares, Operator Training Courses, Maintenance Training Courses, Revision of Technical Manuals, New Technical Manuals, Training/Trainers, Interim Support, Maintenance Manpower, and Computer Programs/Documentation.

49. Other costs/savings: Includes estimated costs of interface changes accomplished by other contractor activities. (Do not include costs if the changes are covered by related ECPs by other contractors. Also includes estimated costs of interface changes accomplished by the Government for changes which must be accomplished in previously delivered items (aircraft, ships, facilities, etc.), other interfacing products, and/or retrofit of GFE/GFP, to the extent that such costs are not covered under production, retrofit, or logistics support.

50. Estimated costs/savings summary, related ECPs. Provide a summary of the estimated net total cost impact of both the ECP and any related ECPs and other associated new requirements which are needed to support the modified items broken out by categories described in paragraphs 47 through 50 above.

a. Prime contractor. The prime contractor shall summarize the costs/savings of all related ECPs for which the contractor is responsible. If there is no system integrating contractor, the prime contractor submitting the basic ECP shall include the costs of related ECPs being submitted by other affected contractors to the extent such information is available.

b. System integrating contractor. When a system integrating contractor (or coordinating contractor) has contractual responsibility for ECP coordination, the contractor shall summarize the costs of related ECPs of the several primes involved in an interface or interrelated ECP.

51. Milestones. Provide milestones that show the time phasing of the various deliveries of items, support equipment, training equipment, and documentation incorporating the basic and related ECPs. Enter symbols and notations to show the initiation or termination of significant actions. Base all dates upon months after contractual approval of the basic ECP.

52. Signature. An authorized official representing the contractor submitting the ECP shall sign the ECP.

ATTACHMENT 0002
REQUEST FOR DEVIATION (RFD)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Request for Deviation shall be prepared in contractor format. The RFD content shall be in accordance with the contractors processes and procedures, or as specified in the contract.
3. Distribution statement. The appropriate distribution statement shall be affixed to the RFD in accordance with the requirements of the contract.
4. Date. Provide the submittal date of the deviation.
5. DODAAC. Provide the DODAAC of the procuring activity, if known.
6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known
7. Originator name and address. Provide the name and address of the contractor submitting the request (inclusion of submitting individual's name is optional
8. Classification. The deviation shall be designated minor, major, or critical in accordance with the following criteria:
 - a. Minor. A deviation shall be designated as minor when:
 - (1) The deviation consists of a departure which does not involve any of the factors listed in 8b or 8c or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as minor.
 - b. Major. A deviation shall be designated as major when:
 - (1) The deviation consists of a departure involving:
 - (a) health
 - (b) performance
 - (c) interchangeability, reliability, survivability, maintainability, or durability of the item or its repair parts
 - (d) effective use or operation;
 - (e) weight and size; or
 - (f) appearance (when a factor) or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as major.
 - c. Critical. A deviation shall be designated as critical when:
 - (1) The deviation consists of a departure involving safety or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as critical.
9. Designation for deviation.
 - a. Model/Type. Provide the model or type designation of the CI for which the request is being submitted. For CSCIs provide the CSCI identification.
 - b. CAGE Code. Provide the CAGE Code for the activity originating the deviation.
 - c. System designation. The system or top level CI designation or nomenclature assigned by the Government shall be entered, if known.
10. Deviation number. Deviation identification numbers shall be unique for each CAGE Code identified activity. Once a number is assigned, that number shall be retained for all subsequent submissions. Unless otherwise authorized by the Government, deviations shall be separately and consecutively numbered commencing with number one. As an alternative, numbers may be assigned from a separate series for each system that the contractor is producing. The number of characters in the deviation number, dash number, and type identification shall not exceed 32.
11. Configuration baseline affected. Indicate the affected baseline (See MIL-HDBK-61).
12. Are other system/configuration items affected? If yes, provide summary.

13. Title of deviation. Provide a brief descriptive title of the deviation.
14. Contract number and line item. Provide the number(s) of all currently active contract(s) and the affected contract line item number(s) that are affected by the deviation.
15. Procuring contracting officer. Enter the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 18.
16. Configuration item nomenclature. Provide the Government assigned name and type designation, if applicable, or authorized name and number of the CI to which the deviation will apply.
17. Classification of defect (CD).
- a. CD number. If either a Government or contractor's CD applies, enter the number assigned.
 - b. Defect number. If a CD applies, enter the defect number(s) which correspond(s) with the characteristic(s) from which an authorized deviation is desired.
 - c. Defect classification. If a CD applies state the proper classification of the defect number(s) entered in paragraph 17b.
18. Name of lowest part/assembly affected. An appropriate descriptive name of the part(s) shall be given here without resorting to such terms as "Numerous bits and pieces".
19. Part number or type designation. Enter the part number(s) of the part(s) named in paragraph 18 or type designation/nomenclature if applicable.
20. Effectivity. Define the effectivity of the proposed RFD by entering, as applicable, the quantity of items affected, the serial numbers of the items affected, or the lot number(s) applicable to the lot(s) affected by the deviation being requested.
21. Recurring Deviation. If this is a recurring deviation, reference the previous correspondence, the request number, and corrective action to be taken in paragraph 27. In addition provide rationale why recurrence was not prevented by previous corrective action and/or accomplished design change.
22. Effect on cost/price. Provide the estimated reduction or price adjustment. If no change in price, cost, or fee, so state with rationale. The request for deviation shall include the specific consideration that will be provided to the Government if this "non-conforming" unit(s) (See FAR Part 46.407) is accepted by the Government.
23. Effect on delivery schedule. State the effects on the contract delivery schedule that will result from both approval and disapproval of the request for deviation.
24. Effect on integrated logistics support, interface, or software. If there is no effect on logistics support or the interface, provide a statement to that effect. If the deviation will have an impact on logistics support or the interface, describe such effects.
25. Description of deviation. Describe the nature of the proposed departure from the technical requirements of the configuration documentation. The deviation or waiver shall be analyzed to determine whether it affects any of the factors listed below. Describe any effect on each of these factors (marked drawings should be included when necessary to provide a better understanding of the deviation):
- a. Effect on Product Configuration Documentation or Contract.
 - (1) Performance
 - (2) Weight-balance-stability (aircraft)
 - (3) Weight-Moment (other equipment)
 - (4) Technical Data
 - (5) Nomenclature
 - b. Effect on Operational Employment
 - (1) Safety
 - (2) Survivability
 - (3) Reliability
 - (4) Maintainability
 - (5) Service Life
 - (6) Operating Procedures
 - (7) Electromagnetic Interference
 - (8) Activation Schedule
 - (9) Critical Single Point Failure Items
 - (10) Interoperability
 - c. Other Considerations
 - (1) Interface
 - (2) Other Affected Equipment/Government Furnished Equipment

(GFE)/Government Furnished Parts (GFP)

(3) Physical Constraints

(4) Computer Programs and Resources

(5) Rework of other equipment

(6) System Test Procedures

(7) Warranty/Guarantee

(8) Parts Control

(9) Life Cycle Costs

26. Need for deviation. Explain why it is impossible or unreasonable to comply with the configuration documentation within the specified delivery schedule. Also explain why a deviation is proposed in lieu of a permanent design change.

27. Corrective action taken. Describe action being taken to correct non-conformance to prevent a future recurrence.

28. Signature. The RFD shall be signed by an authorized official representing the contractor submitting the RFD.

ATTACHMENT 0003
NOTICE OF REVISION (NOR)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with an Engineering Change Proposal (ECP). A requirement for ECPs should be contractually imposed in conjunction with this DDD. This DDD may also be used with Specification Change Notices (SCNs). Where NORs are required for changes to paper specifications, a requirement for SCNs may be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The NOR shall be prepared in contractor format. The NOR content shall be in accordance the contractors processes and procedures, or as specified in the contract.
3. Distribution statement. The appropriate distribution statement shall be affixed to the NOR in accordance with the requirements of the contract.
4. Date. Provide the submittal date of the NOR. Normally this date will be identical to the ECP submittal date.
5. DODAAC. Provide the DODAAC of the procuring activity.
6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known.
7. Originator name and address. Provide the name and address of the contractor submitting the proposed NOR (inclusion of submitting individual's name is optional).
8. CAGE code. Provide the CAGE code of the originator of the ECP.
9. NOR number. Unless the use of a Government assigned number is prescribed, the originator shall either assign a number or enter the document number and new revision letter as the NOR number. When the requirement in the contract identifies the NOR by ECP number, the originator shall attach a dash number (i.e., xxx-1).
10. CAGE Code. Provide the CAGE Code of the original design activity that appears on the document to which the revision applies. If the original design activity is not the current design activity, also enter the CAGE code of the current design activity.
11. Document number. Provide the number of the drawing, standard, specification, list or other document to be revised.
12. Title of document. Provide the title of the document to which the NOR applies.
13. Revision letter. Show the existing revision of the document for which the NOR is prepared.
14. Outstanding NORs. Provide the NOR number of all approved unincorporated NORs for the affected document.
15. ECP number. Provide the number of the ECP describing the engineering change which necessitates the document revision covered by the NOR.
16. Configuration item (or system) to which ECP applies. Provide Government assigned system designation (if any); otherwise, enter the name and type designation of the Configuration Item to which the ECP applies.
17. Description of change. Describe the change in detail, giving the exact wording of sentences or paragraphs that are to be added, or that are to replace designated sentences or paragraphs of the current document. State the dimensions, tolerances and other quantitative requirements that are to replace current requirements. Attach a marked print when necessary to clearly explain the desired revision. Use a "From - To" format in the description of the change.

ATTACHMENT 0004
ADDRESS CODE DISTRIBUTION for ECPs/NORs/RFDs/VECPs
(Configuration Management)

1. Concurrent transmittal of Engineering Change Proposals (ECPs), Notice of Revisions (NORs), Requests for Deviation (RFDs) or Value Engineering Change Proposals (VECPs) shall be submitted by the Contractors by either emailing or faxing engineering actions as follows:

2. The contractor shall electronically transmit copies of all ECPs, NORs, RFDs and VECPs to:

a. ECBC-RI RDECOM Engineering Office

OFFICE: RDCB-DEM

EMAIL: <mailto:usarmy.RIA.ecbc.mbx.cmaction@mail.mil>

FAX: (309) 782-4537

b. Contract Specialist or Contracting Officer

OFFICE: CCTA-ADT-A

POC: Dee Riese (Contracting Officer)

Richard T. Murphy, Jr. (Contract Specialist)

EMAIL: dorothy.y.riese.civ@mail.mil and

<mailto:richard.t.murphy65.civ@mail.mil>

FAX: (586) 282-7400