

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 78	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-D-0123		3. Effective Date 2013AUG27	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND MELISSA A. WEJROCH WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA SOLDIER SYSTEMS AND CAP - PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE, SUITE 400 PHOENIX AZ 85004-4424		Code S0302A	

e-mail address: MELISSA.A.WEJROCH@US.ARMY.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) FIRETRACE AEROSPACE, LLC. 8435 N. 90TH ST STE 2 SCOTTSDALE, AZ 85258-4439		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 3R5K2		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	
		Code HQ0339	

13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data	
15A. Item No. SEE SCHEDULE	15B. Supplies/Services	15C. Quantity	15D. Unit
			15E. Unit Price
			15F. Amount
15G. Total Amount Of Contract →			\$0.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	62
X	B	Supplies or Services and Prices/Costs	7	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	38	X	J	List of Attachments	78
X	D	Packaging and Marking	44	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	46		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	53		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	59		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	60				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer DAWN M. VANHULLE DAWN.VANHULLE@US.ARMY.MIL (586)282-9982	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2013AUG27
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 78**

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MELISSA A. WEJROCH
Buyer Office Symbol/Telephone Number: CCTA-HTB-D/(586)282-0712
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Contract Expiration Date: 2016JUL29

*** End of Narrative A0000 ***

PROGRAM: Fuel Tank Fire Suppression (FTFS) Kits for Program Management of Heavy Tactical Vehicles (PMHTV)

CONTRACT: W56HZV-13-D-0123

AWARDED TO: Firetrace Aerospace, LLC.
8435 N. 90th Street, Suite 2
Scottsdale, AZ 85258

1. The NAICS code for this contract is 339999 - All Other Miscellaneous Manufacturing; the small business size standard in number of employees is 500 for this NAICS code.
2. All attachments and appendices with the solicitation are incorporated into this contract and will be forwarded under separate cover.
3. Solicitation Amendments 0007, 0008 and 0009 revised the Contract Line Item Numbers to match the correct numbering system for a Long Term Contract. The following Contract Line Item Numbers (CLINs) are established in this contract:

CLIN 0011 is hereby created as FIRST ORDERING YEAR FOR KIT A (CONFIGURATION 1)

CLIN 0012 is hereby created as SECOND ORDERING YEAR FOR KIT A (CONFIGURATION 1)

CLIN 0013 is hereby created as THIRD ORDERING YEAR FOR KIT A (CONFIGURATION 1)

CLIN 0014 is hereby created as FIRST ARTICLE INSPECTION/FIRST ARTICLE TEST

CLIN 0021 is hereby created as FIRST ORDERING YEAR FOR KIT B (CONFIGURATION 2)

CLIN 0022 is hereby created as SECOND ORDERING YEAR FOR KIT B (CONFIGURATION 2)

CLIN 0023 is hereby created as THIRD ORDERING YEAR FOR KIT B (CONFIGURATION 2)

CLIN 0031 is hereby created as FIRST ORDERING YEAR FOR KIT C (CONFIGURATIONS 3 & 7)

CLIN 0032 is hereby created as SECOND ORDERING YEAR FOR KIT C (CONFIGURATIONS 3 & 7)

CLIN 0033 is hereby created as THIRD ORDERING YEAR FOR KIT C (CONFIGURATIONS 3 & 7)

CLIN 0041 is hereby created as FIRST ORDERING YEAR FOR KIT D (CONFIGURATION 4)

CLIN 0042 is hereby created as SECOND ORDERING YEAR FOR KIT D (CONFIGURATION 4)

CLIN 0043 is hereby created as THIRD ORDERING YEAR FOR KIT D (CONFIGURATION 4)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 78****PIIN/SIIN** W56HZV-13-D-0123**MOD/AMD****Name of Offeror or Contractor:** FIRETRACE AEROSPACE, LLC.

CLIN 0051 is hereby created as FIRST ORDERING YEAR FOR KIT E (CONFIGURATIONS 4 & 8)

CLIN 0052 is hereby created as SECOND ORDERING YEAR FOR KIT E (CONFIGURATIONS 4 & 8)

CLIN 0053 is hereby created as THIRD ORDERING YEAR FOR KIT E (CONFIGURATIONS 4 & 8)

CLIN 0061 is hereby created as FIRST ORDERING YEAR FOR KIT F (CONFIGURATIONS 5 & 9)

CLIN 0062 is hereby created as SECOND ORDERING YEAR FOR KIT F (CONFIGURATIONS 5 & 9)

CLIN 0063 is hereby created as THIRD ORDERING YEAR FOR KIT F (CONFIGURATIONS 5 & 9)

CLIN 0071 is hereby created as FIRST ORDERING YEAR FOR KIT G (CONFIGURATIONS 6)

CLIN 0072 is hereby created as FIRST ORDERING YEAR FOR KIT G (CONFIGURATIONS 6)

CLIN 0073 is hereby created as FIRST ORDERING YEAR FOR KIT G (CONFIGURATIONS 6)

CLIN 0081 is hereby created as FIRST ORDERING YEAR FOR KIT H (CONFIGURATIONS 4 & 10)

CLIN 0082 is hereby created as SECOND ORDERING YEAR FOR KIT H (CONFIGURATIONS 4 & 10)

CLIN 0083 is hereby created as THIRD ORDERING YEAR FOR KIT H (CONFIGURATIONS 4 & 10)

CLIN 0084 is hereby created as CONTRACT DATA REQUIREMENTS LIST (CDRL)

A001 - PRODUCTION/CONFIGURATION BASELINE
A002 - SAFETY ASSESSMENT REPORT (SAR)
A003 - FTFS KIT INSTRUCTION MANUAL
A004 - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT (FACAR)
A005 - HAZARD ASSESSMENT & TECHNICAL REPORT
A006 - ENGINEERING CHANGE PROPOSAL (ECP)
A007 - REQUEST FOR DEVIATION (RFD)
A008 - FINAL INSPECTION RECORD (FIR)
A009 - PACKAGING VALIDATION REPORT
A010 - FIRST ARTICLE INSPECTION
A011 - PRODUCT QUALITY DEFICIENCY REPORT
A012 - CERTIFICATION/DATA REPORT

*** END OF NARRATIVE A0011 ***

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 78
	PIIN/SIIN W56HZV-13-D-0123	MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

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-11-R-0412

(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 and modifications posted on ProcNet represent complete 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 in the base contract or contract modifications, 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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0123 MOD/AMD	Page 6 of 78
Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.		

A-5 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS NOV/2009
(TACOM)

Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 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 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO ITEM NUMBERS 0011 Through 0083:</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,760 KITS (This will be ordered at the time of the basic contract award).</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 7,075 KITS</p> <p>NOTE: THE MINIMUM AND MAXIMUM QUANTITIES OF CLIN 0011 - 0083 ARE ESTIMATES FOR EACH ORDERING YEAR AND ARE BASED ON FORECASTED REQUIREMENTS. THE GOVERNMENT WILL ONLY GUARANTEE THE TOTAL THREE YEAR MINIMUM QUANTITY OF EACH CLIN IN ACCORDANCE WITH CLAUSE 52.216-22.</p> <p>(End of narrative A001)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THIS IS A FIRM FIXED PRICE (FFP), INDEFINITE DELIVERY-INDEFINITE QUANTITY-TYPE CONTRACT.</p> <p>CONTRACT DATA REQUIREMENTS (CDRLS) SHALL BE SEPARATELY PRICED UNLESS "NSP" IS INDICATED.</p> <p>*****</p> <p>THE INFORMATION PRESENTED ABOVE APPLIES TO EACH MAIN SUPPLIES CLIN AS FOLLOWS:</p> <p>0011, 0012, 0013 - KIT A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0021, 0022, 0023 - KIT B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 385</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0031, 0032, 0033 - KIT C (CONFIGURATION 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0041, 0042, 0043 - KIT D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0051, 0052, 0053 - KIT E (CONFIGURATION 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 170</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0061, 0062, 0063 - KIT F (CONFIGURATION 5 & 9) TOTAL MINIMUM 3-YEAR QUANTITY: 150 TOTAL MAXIMUM 3-YEAR QUANTITY: 500 ONLY THE MINIMUM QUANTITY IS GUARANTEED. ***** 0071, 0072, 0073 - KIT G (CONFIGURATION 6) TOTAL MINIMUM 3-YEAR QUANTITY: 30 TOTAL MAXIMUM 3-YEAR QUANTITY: 630 ONLY THE MINIMUM QUANTITY IS GUARANTEED. ***** 0081, 0082, 0083 - KIT H (CONFIGURATIONS 4 & 10) TOTAL MINIMUM 3-YEAR QUANTITY: 10 TOTAL MAXIMUM 3-YEAR QUANTITY: 400 ONLY THE MINIMUM QUANTITY IS GUARANTEED. ***** (End of narrative A002)				
0011	<u>FIRST ORDERING YEAR - KIT A</u> PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price GENERIC NAME DESCRIPTION: KIT A (CONFIGURATION 1) TOTAL MINIMUM 3-YEAR QUANTITY: 1,330 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080 KITS (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u>			\$ 2,596.68000	

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-D-0123 **MOD/AMD**

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p><u>SECOND ORDERING YEAR - KIT A</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,596.68000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>THIRD ORDERING YEAR - KIT A</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,596.68000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p><u>FIRST ARTICLE INSPECTION/FIRST ARTICLE TEST</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST SUPPORT</p> <p>ONE LOT CONSISTS OF THE FOLLOWING:</p> <p>KIT A - 7 FAT KITS KIT B - 7 FAT KITS KIT C - 7 FAT KITS KIT D - 7 FAT KITS KIT E - 7 FAT KITS KIT F - 7 FAT KITS KIT G - 7 FAT KITS KIT H - 7 FAT KITS TOTAL - 56 FAT KITS</p> <p>A DESCRIPTION OF THE CONFIGURATIONS INCLUDED IN EACH KIT IS AVAILABLE IN TABLE C.1</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF CLAUSE 52.209-4 ENTITLED FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989)--ARTICLE I (JAN 1997) AND ALTERNATE II (SEP 1989).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 1,207,198.41

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-D-0123 **MOD/AMD**

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p><u>FIRST ORDERING YEAR - KIT B</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 385</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,883.76000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>SECOND ORDERING YEAR - KIT B</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 385</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,883.76000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	<p><u>THIRD ORDERING YEAR - KIT B</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 385</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,883.76000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<p><u>FIRST ORDERING YEAR - KIT C</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT C (CONFIGURATIONS 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 4,480.80000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>SECOND ORDERING YEAR - KIT C</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT C (CONFIGURATIONS 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 4,480.80000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	<p><u>THIRD ORDERING YEAR - KIT C</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT C (CONFIGURATIONS 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 4,480.80000	

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-D-0123 **MOD/AMD**

Page 20 **of** 78

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>FIRST ORDERING YEAR - KIT D</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,039.37000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p><u>SECOND ORDERING YEAR - KIT D</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,039.37000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	<p><u>THIRD ORDERING YEAR - KIT D</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,039.37000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	<p><u>FIRST ORDERING YEAR - KIT E</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT E (CONFIGURATIONS 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 170 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,525.66000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	<p><u>SECOND ORDERING YEAR - KIT E</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT E (CONFIGURATIONS 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 170 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,525.66000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	<p><u>THIRD ORDERING YEAR - KIT E</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT E (CONFIGURATIONS 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 170 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,525.66000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	<p><u>FIRST ORDERING YEAR - KIT F</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT F (CONFIGURATIONS 5 & 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,582.87000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	<p><u>SECOND ORDERING YEAR - KIT F</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT F (CONFIGURATIONS 5 & 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,582.87000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	<p><u>THIRD ORDERING YEAR - KIT F</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT F (CONFIGURATIONS 5 & 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,582.87000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	<p><u>FIRST ORDERING YEAR - KIT G</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 630 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,619.47000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	<p><u>SECOND ORDERING YEAR - KIT G</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 630 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,619.47000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	<p>THIRD ORDERING YEAR - KIT G</p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 630 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 2,619.47000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	<p><u>FIRST ORDERING YEAR - KIT H</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT H (CONFIGURATIONS 4 & 10)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,340.13000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	<p><u>SECOND ORDERING YEAR - KIT H</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT H (CONFIGURATIONS 4 & 10)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,340.13000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	<p><u>THIRD ORDERING YEAR - KIT H</u></p> <p>PSC: 2355 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>GENERIC NAME DESCRIPTION: KIT H (CONFIGURATIONS 4 & 10)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>			\$ 3,340.13000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084	<u>CONTRACT DATA REQUIREMENTS LIST</u>				
A001	<u>PRODUCTION/CONFIGURATION BASELINE</u> CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ _____ ** NSP **
A002	<u>SAFETY ASSESSMENT REPORT (SAR)</u> CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ _____ ** NSP **
A003	<u>FTFS KIT INSTRUCTION MANUAL</u> CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ _____ ** NSP **
A004	<u>FAILURE ANALYSIS AND CORRECTIVE ACTION REPOR</u> CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ _____ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>HAZARD ASSESSMENT & TECHNICAL REPORT</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ ** NSP **
A006	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ ** NSP **
A007	<p><u>REQUEST FOR DEVIATION (RFD)</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ ** NSP **
A008	<p><u>FINAL INSPECTION RECORD (FIR)</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ ** NSP **
A009	<p><u>PACKAGING VALIDATION REPORT</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p>	1	LO		\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-D-0123 MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A010	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>FIRST ARTICLE INSPECTION</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p>	1	LO		\$ _____ ** NSP **
A011	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>PRODUCT QUALITY DEFICIENCY REPORT</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p>	1	LO		\$ _____ ** NSP **
A012	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CERTIFICATION/DATA REPORT</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____ ** NSP **

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Fuel Tank Fire Suppression (FTFS) Kits for Heavy Tactical Wheeled Vehicles.

C.1 Objective. The objective of this effort is to test and procure external FTFS Kits that will prevent sustained fuel tank fires resulting from ballistic impact for the following models of the Family of Heavy Tactical Vehicle (FHTV) fleet: Heavy Equipment Transporter (HET) A0 & A1, Heavy Expanded Mobility Tactical Truck (HEMTT) A4, Palletized Loading System (PLS) A0 & A1, M915A3, M915A5, M916A3 and the M917A2. Testing (reference E.2) shall include both Contractor testing at certified test labs as well as Government First Article Testing (FAT) at Government test sites. Production shall follow the successful completion of FAT, based on delivery orders.

C.2 FTFS Kit Requirements.

C.2.1 Vehicle Platforms. The Contractor shall develop and produce FTFS Kits for all platforms listed in Table C.2.1 below. As shown in Table C.2.1, some Vehicle Kits contain multiple fuel tank configurations. The Contractor shall produce and deliver the same technical solution for each of the nine fuel tank configurations. The contractor's technical solution, or adaptations of the technical solution, shall meet the dimensions detailed in Section C, Table C.2.1 and the kitting requirements detailed in Section C.2.1.2. Note, contractors may provide identical kit adaptations for the configurations listed below:

Table C.2.1 Vehicle Platform Information

Common Configuration	Fuel Tank Location	*Diameter	*Length	*Width	*Height	*Capacity	Vehicle Model
Configuration 1	Drivers Side	28.75	60	RT/NA	RT/NA	155	HEMTT A4
Configuration 2	Drivers Side	28.75	60	RT/NA	RT/NA	155	M983A4 HEMTT LET
Configuration 3	Drivers Side	28.75	58.13	RT/NA	RT/NA	150	M1070 A0 HET
Configuration 3	Drivers Side	28.75	58.13	RT/NA	RT/NA	150	M1070 A1 HET
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1074 A0 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1075 A0 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1074 A1 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1075 A1 PLS
Configuration 5	Drivers Side	25.24	32.5	RT/NA	RT/NA	60	M915A5
None	NFTP	NA	NA	NA	NA	NA	M915A3
None	NFTP	NA	NA	NA	NA	NA	M916A3
None	NFTP	NA	NA	NA	NA	NA	M917A2
None	NFTP	NA	NA	NA	NA	NA	HEMTT A4
None	NFTP	NA	NA	NA	NA	NA	M983A4 HEMTT LET
<u>PASSENGER SIDE TANK</u>							
Configuration 7	Passenger Side	28.75	39.31	RT/NA	RT/NA	100	M1070 A0 HET
Configuration 7	Passenger Side	28.75	39.31	RT/NA	RT/NA	100	M1070 A1 HET
None	NFTP	NA	NA	NA	NA	NA	M1074 A0 PLS
Configuration 8	Passenger Side	ST/NA	67	23.35	13.5	86	M1075 A0 PLS
Configuration 10	Passenger Side	NA	48.75	23.35	13.5	60	M1074 A1 PLS
Configuration 8	Passenger Side	ST/NA	67	23.35	13.5	86	M1075 A1 PLS
Configuration 9	Passenger Side	25.24	32.5	RT/NA	RT/NA	60	M915A5
Configuration 6	Passenger Side	27.50	45	RT/NA	RT/NA	100	M915A3
Configuration 6	Passenger Side	27.50	45	RT/NA	RT/NA	100	M916A3
Configuration 6	Passenger Side	27.50	45	RT/NA	RT/NA	100	M917A2

Codes:

NFTP = No Fuel Tank Present on Passenger Side

NA = Not Applicable

ST/NA = Square Tank/Not Applicable

RT/NA = Round Tank/Not Applicable

* Diameter, Length, Width, & Height are in inches. Capacity is in gallons.

C.2.1.2 The FTFS Kits shall provide coverage for the vehicles external fuel tanks. The HET, M915A5 and PLS vehicles shall have both drivers side and passengers side external fuel tank protection. All HEMTTs, M915A3, M916A3 and M917A2 shall have only drivers side

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

external fuel tank protection, due to the lack of a passenger side fuel tank. The contractor shall provide an identical technical solution for each of the vehicle platforms identified in C.2.1. Each FTFS vehicle Kit shall include all materials necessary to support field installation to include mounting hardware, shipping and packaging material, and installation instructions (CDRL A003 FTFS Kit Instruction Manual). In the case where one kit is applicable to more than one vehicle, the kit shall contain parts and instructions for all applicable vehicles (see C.10.2).

C.2.2 Technical Requirements to be submitted with FAT kits (Production/Configuration Baseline). The Contractor shall provide a technical description for each configuration of FTFS Kit for this procurement. The technical description shall define the products submitted for FAT and shall be a complete drawing package that depicts the product as delivered for FAT (proprietary is acceptable). This will become the Production Baseline technical description. The technical description shall include a design description, system description, specification sheets of all components, Material Safety Data Sheets for fire extinguishing material, the Top Level (Kit) drawing, the physical containment system for any fire extinguishing chemicals, and kit weight. The Top Level (Kit) drawing shall be suitable for updating the Army provisioning/catalog data system. (CDRL A001 Production/Configuration Baseline, IAW DI-SESS-81003D)

C.2.3 Physical Characteristics

C.2.3.1 Paint. The FTFS Kits shall have exterior coloration that matches Tan 686 chip #33446 in accordance with FED-STD-595.

C.2.3.1.1 Paint Application. If the kit requires paint to achieve the color in C.2.3.1, Chemical Agent Resistant Coating (CARC) paint shall be applied IAW MIL-DTL-53072.

C.2.3.2 Dissimilar metals shall not be used in contact with each other unless protected against galvanic corrosion IAW MIL-STD-889.

C.2.3.3 Individual kit components shall not exceed a weight of 74 pounds each, based on the maximum design weight limit for two people lifting an object to a surface greater than five feet above the floor IAW MIL-STD-1472. FTFS Kits shall add no more than 250 pounds per fuel tank when installed.

C.2.3.4 The FTFS Kit shall provide fuel tank coverage on all sides necessary to meet the performance requirements as specified in this SOW.

C.2.3.5 The extinguishing agent shall not include any chemicals prohibited by the Toxic Substances Control Act (TSCA) of 1976.

C.3 FTFS Ballistic Performance Requirements. The contractor shall provide FTFS Kits that meet the requirements of the FTFS Ballistic Performance Specifications, dated 13 February 2013 (classified). To view the FTFS Performance Specifications the Contractor must provide evidence of its security clearance by providing a copy of its Facility Clearance Letter (FCL) signed by a Defense Security Services representative to the Government Contract Specialist listed on the cover page of the solicitation (standard form 33). Security Classification Specification of this requirement is defined in Attachment 0002, Department of Defense Contract Security Classification Specification (DD254) form (see paragraph H.2 Facility and Information Security Clearances, H.3 Security Requirement, and H.4 Safeguarding Classified Information within Industry).

C.4 Environmental Performance

C.4.1 FTFS Kits shall be Petroleum, Oil, and Lubricants (POL) resistant IAW MIL-STD-810, method 504.1 (Contamination of Fluids), Procedure II Intermittent Exposure.

C.4.2 FTFS Kits shall have ultraviolet and sunlight (UV) resistance IAW MIL-STD-810, method 505.5 (Solar Radiation), Procedure II with a test duration of fifty-six (56) twenty-four (24) hour cycles.

C.4.3 FTFS Kits shall have water/rain resistance IAW MIL-STD-810, method 506.5 (Rain), Procedure I.

C.4.4 FTFS Kits shall have humidity resistance IAW MIL-STD-810, method 507.5 (Humidity), Procedure II with a test duration of ten (10) twenty-four (24) hour cycles.

C.4.5 FTFS Kits functionality shall not be degraded when exposed to temperatures from -50 degrees Fahrenheit to 165 degrees Fahrenheit.

C.4.6 FTFS Kits functionality shall not be degraded by the effects of road debris (e.g. rock strike).

C.4.7 Physical Containment. Materials used in the construction of FTFS Kits shall remain stable during use and storage and shall not degrade in durability and performance throughout the range of temperatures identified in C.4.5.

C.5 Operational requirements. FTFS Kits shall be fully operable without vehicle power.

C.6 Interfaces and Commonality. The FTFS Kit shall fit on each tank taking into account any component interference issues, consisting of brackets, fuel lines, wheel fenders, storage boxes, exhaust tubing, and vehicle collision warning sensors. The FTFS Kit shall not

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

decrement vehicle system performance. Design of the FTFS Kit shall provide for interchangeability of components.

C.7 Installation requirements. FTFS Kits must be installed on the vehicle without removal of the fuel tank or disconnecting fuel lines and pump wires. The fuel tank brackets can be loosened to adjust or shift the fuel tank in order to install the FTFS Kit. FTFS Kits shall be installable in less than two hours (by two soldiers) per fuel tank with no specialized training and without the use of special tools. Special tools are defined as any tools not included in the General Mechanics Tool Kit (NSN5180-01-548-7634) or the Standard Automotive Tool Set (NSN4910-01-490-6453). FTFS Kits shall provide all hardware for remounting of any removed vehicle equipment.

C.8 Security Requirements

C.8.1 All contractor employees (associated with this contract) must complete Level I OPSEC training per AR 530-1, within 30 calendar days of contract award and new employees within 30 days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training. Level I training is available free of charge at the Interagency OSPEC Support Staff website: [://www.iad.gov/ioss/departement/opsec-certification-10065.cfm](http://www.iad.gov/ioss/departement/opsec-certification-10065.cfm).

C.8.2 The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

C.8.3 Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified (Con)fidential, (Sec)ret, or Top (Sec)ret and requires contractors to comply with (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

C.8.4 All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: [://atlevel1.dtic.mil/at](http://atlevel1.dtic.mil/at).

C.8.5 Contractor and all associated subcontractors employees shall comply with applicable installation, facility and area commander installation and/or facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

C.8.6 The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 7 calendar days after contract award.

C.9 Safety Assessment/Requirements. The Contractor shall provide both a Safety Assessment Report (SAR) (CDRL A002 Safety Assessment Report (SAR), IAW DI-SAFT-80102A) and Health and Hazard Assessment Report (HHAR) (CDRL A005 Hazard Assessment), IAW DI-SAFT-80102B) no later than 90 days after contract award, which shall identify all inherent system hazards that may be expected under all operating and maintenance conditions. The Contractors submission of the SAR and Hazard Assessment shall identify all required Personnel Protection Equipment (PPE) needed during a blast event or clean up from the event. In preparing the Safety Assessment Report, the Contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component including a Material Safety Data Sheet (MSDS). The manufacturers declared chemical analysis must be submitted to the contracting agency and to the ballistic test agency in accordance with CDRL A002 Safety Assessment Report (SAR).

C.10 Logistics Support. The Contractor shall provide logistics support for the FTFS Kit and plan for Integrated Logistics Support (ILS) reviews as follows:

C.10.1 The Contractor shall provide an Installation Instruction Manual IAW DI-TMSS-80527B (CDRL A003 FTFS Kit Instruction Manual). The manual shall contain all technical information on the assembly, installation, operation, parts, installation tools required, expendable and durable items, and maintenance of the FTFS Kits. Installation instructions shall include FTFS Kit unpacking instructions, an inventory sheet of kit contents, and pictures identifying each kit component for each configuration. The Contractor shall include all findings from Government testing recorded on Test Incident Reports (TIRs) and Failure Analysis Corrective Action Reports (FACARs) that affect the installation instruction manual. The Contractor shall use Appendix A of MIL-PRF-32216 in determining content requirements.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0123 MOD/AMD	Page 41 of 78
Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.		

No specialized training shall be required for soldiers to comprehend kit installation.

C.10.2 FTFS Kits shall have one set of instructions in each kit package. Instructions shall be accessible without unpacking FTFS kit contents from packaging (on top inside). Instructions shall be printed in English. An electronic version (PDF or Microsoft Word format) shall be provided to COR (CDRL A003 FTFS Kit Instruction Manual, IAW DI-TMSS-80527B).

C.10.3 FTFS Kit Installation Manual Verification. The Contractor shall conduct Install Manual verification by providing a draft Installation Manual as well as demonstrating the install to the Government no later than 120 days after contract award. (CDRL A003 FTFS Kit Instruction Manual)

C.10.3.1 Reserved

C.10.3.2 The Contractor shall schedule the verification. The Contractor shall record, and maintain all changes and updates made during the verification.

C.10.3.3 All verification findings from C.10.3.2 shall be incorporated by the Contractor into the Final Installation Manual and delivered to the Government for review within 14 calendar days, or less, after the verification. (CDRL A003 FTFS Kit Instruction Manual)

C.10.3.4 Within 14 calendar days after delivery of the Final Installation Manual (see C.10.3.3), the Government will review and provide the Contractor any changes that need to be incorporated.

C.10.3.5 All verification findings and follow-up comments from the Governments review of the Draft Installation Manual shall be incorporated by the Contractor into final copies and made available for final approval by the Government, within 14 calendar days of receipt of Government comments. (CDRL A003 FTFS Kit Instruction Manual)

C.10.4 One logistics review shall be scheduled by the Contractor in conjunction with the Start of Work meeting. Up to two additional logistics reviews shall be scheduled by the Contractor during development of the draft Installation manual.

C.11 Configuration Management. The Contractor shall be responsible for managing the Government approved FAT configurations of the FTFS Kits. The Contractor shall establish a production configuration baseline and the Government may validate the baseline by performing a Physical Configuration Audit (PCA). The production configuration baseline identifies and documents the functional and physical characteristics of the Kits. The Government reserves the right to conduct a PCA at any time.

C.11.1 Engineering Change Proposals (ECPs). The Contractor shall submit an Engineering Change Proposal (ECP) in accordance with CDRL A006 (DI-CMAN-80639C) for Government approval before making any changes to the Production Baseline configuration of a FTFS Kit. The Contractor shall submit supporting rationale and a complete detailed cost analysis for each change. The submittal shall be accompanied by drawings, sketches, and other technical data necessary for the Government to perform a complete evaluation and provide the Contractor with a final decision.

C.11.2 Request for Deviations (RFDs). The Contractor may seek temporary relief from a particular contract requirement before, during, or after manufacture without affecting a change to the applicable technical data. The Contractor shall submit these variances or requests for relief electronically in the form of a Request for Deviation (RFD) in accordance with CDRL A007 Request for Deviation, (DI-CMAN-80640C). Nonconforming production FTFS Kits resulting from manufacturing error shall not be delivered to the Government unless an RFD has been processed and approved by the Government in accordance with the requirements of this contract. Requests for Deviation approval are not automatic or guaranteed. RFDs requested that affect ballistic integrity will not be considered. Variances to deviate from requirements are for the benefit of the Contractor and consideration offered for acceptance of the proposed RFD shall be attached as part of the RFD.

C.11.2.1 Effectivity Certification. Changes resulting from RFDs shall be incorporated into production through contract modification. Actual cut-in of these changes shall be at a single end item cut-in point. Each RFD shall be applied to the production line at one time in its entirety.

C.11.2.2 Supporting Data. Sufficient supporting data to evaluate the proposed request to deviate or waive requirements, legible and in electronic format, such as drawings, supplemental drawings, sketches, specifications, e-mail messages, manufacturers data sheets, shall be included with all RFDs.

C.12 Start of Work Meeting. The contractor shall host a start of work meeting at its facility within 15 days after contract award in accordance with FAR clause 52.204-4003 Start of Work Meeting. The Contractor shall at a minimum invite the PCO and Contract Specialist identified on the face page of this contract, and the Administrative Contracting Officer (ACO). The PCO, Contract Specialist and ACO shall be given at least ten days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0123 MOD/AMD	Page 42 of 78
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Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 (TACOM)	52.204-4003 START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 15 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, 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.

[End of Clause]

C-2	52.211-4072 TECHNICAL DATA PACKAGE INFORMATION	JUL/2012
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The following Xd item applies to this solicitation:

[X] 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 CLINs 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: N/A

TDP Link (URL): N/A

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

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 <http://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 <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8820. 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 <https://www.fbo.gov> - on the right is User Guides - click on Vendor.

[End of clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 43 of 78****PIIN/SIIN** W56HZV-13-D-0123**MOD/AMD**

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

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

Page 44 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION D - PACKAGING AND MARKING

SECTION D PRESERVATION, PACKING AND MARKING

D.1 Preservation. Packing and Marking. The contractor shall provide all labor, supervision, tools, equipment, technical assistance, and materials to complete the kit packaging and preparation for shipping.

D.2 Hazardous Materials. Packaging and marking for hazardous material shall be in accordance with MIL-STD-2073-1D, Standard Practice for Military Packaging, Appendix J, Table J.I a Specialized Preservation Code HM, the Joint Service Regulation AFMAN24-204/TM38-250 for Military Air Shipments, 49 CFR Part 172, and MIL-STD-129. The contractor shall provide a Material Safety Data Sheet (MSDS) CDRL A009 Packaging Validation Report to the Government for each hazardous material item in accordance with Occupational Safety and Health Act (OSHA) 1910.1200(g).

D.3 Packaging Requirements. The contractor shall develop Level A, Military packaging and Level C, Commercial (best commercial practice for overseas shipment) packaging for this contract. The level of packaging for each shipment will be identified in each delivery order. The contractor shall contact the designated DCMA office ten days in advance of the actual shipping date and identify all material shipments for this contract as Add on Armor (AoA) for priority shipment.

D.3.1 Packaging Design. When directed by DCMA, kits shall be preserved and packaged in accordance with MIL-STD-2073-1D to Military Level A Requirements. Packaging design shall provide physical and mechanical protection to tolerate multiple handling, shipment by any mode, placement into outdoor storage for a period of up to one year and suitable for redistribution without additional repackaging.

D.3.1.1 Kit components shall be protected from dirt and other contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment. Kit components will be arranged so that they are removed from the container in installation sequence. Folded items within the kit shall be in a sealed bag to prevent moisture from entering the creases. Kit contents shall be consolidated into a wooden box or equivalent container as in D.3.1.3.

D.3.1.2 A hard copy of the installation instructions shall be included in the container and the instructions shall be packaged in a sealed waterproof bag.

D.3.1.3 Contractor shall design an overseas type, wood-cleated container to ship and store kit components in accordance with MIL-STD-2073-1D Appendix C, Table C.II for Military Packing Level A within weight limitations. Containers shall be stackable at least 2 high, but not to exceed 3 high. Container shall not be larger than can fit inside of a standard 20-foot ISO container (194-1/8 x 78-1/2 x 710-1/8) and shall weigh less than 10,000 pounds. The kit shall fit on a 463L air pallet and be transportable by Military and Commercial 747 Air, Military and Commercial Ground, Rail, and Merchant Sea. Each shipping container shall be designed to allow for removal of top panel and one side panel and reutilized as a storage container for residual items or the entire kit. The shipping container shall be designed and constructed so the contents will be contained and remain damage free. Containers shall include proper blocking and bracing to immobilize items within container to eliminate crush damage in accordance with MIL-STD-1186 and MIL-STD-2073-1D.

D.3.2 Validation Testing of Packaging. Contractor validation testing shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing may be limited to Test Schedule A, Test Schedule B, and Test Schedule F. Replicate testing and climatic conditioning are not required. Contractor shall deliver validation report with photographs showing the product is undamaged. (CDRL A009)

D.3.3 Packaging Data. Contractor shall provide actual unit pack weight, unit pack cube and unit pack dimensional data for packaged kits. (CDRL A009)

D.4 Wood Packaging Materials. In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Boxes, pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: [*HYPERLINK "http://www.alsc.org" http://www.alsc.org](http://www.alsc.org)). The box or pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment marking. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

D.5 Marking. All material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3), dated 29 Oct 2004, including bar coding. The contractor is responsible for application of special markings including, shelf-Life, hazardous material, structural, and special handling markings. The marking of pilferable and sensitive materiel shall not identify the nature of the materiel.

D.5.1 Marking of Wood Packaging Materials. Each box or pallet shall be marked to show the conformance to the International Plant

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 45 of 78
	PIIN/SIIN W56HZV-13-D-0123 MOD/AMD	

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

D.5.2 Individual kits shall be clearly and permanently marked in accordance with MIL-STD-130 and shall include the marking, vendor identification (CAGE code), and production date (month/year). Markings shall be readable from the vehicle exterior after kit is mounted on the vehicle.

*** END OF NARRATIVE D0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

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]

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Quality. The contractor shall develop, implement, and maintain a quality control system that ensures all supplies, services and final products provided under this contract conform to contractual requirements. This quality system shall be maintained by the contractor and suppliers, and presented to the government upon request. The contractor and suppliers shall, at a minimum, meet ASME/ISO/ASQ Q9001-2008 or equivalent quality system requirements. Documentation will be made available upon government request. Third party certification shall be offered as evidence of compliance with the standards.

E.2 First Article Test (FAT) and First Article Inspection (FAI) Requirements. First Article Test requirements shall consist of First Article Inspection (FAI), and also Government First Article Test (FAT), as detailed in Table 1, below. The FAI shall be conducted by the contractor and presented to the Government for approval within 120 calendar days after contract award. Any contractor, subcontracted laboratory, or contractor in-house laboratory conducting testing to prove certification to this requirement (E.2) shall be accredited by a recognized assessment agency such as the American Association for Laboratory Accreditation, A2LA or the Laboratory Accreditation Bureau (LAB). The contractor or subcontractor shall maintain that accreditation by undergoing assessments as required in ISO/IEC 17025 (latest revision) by a recognized assessment agency such as the American Association for Laboratory Accreditation, A2LA or the Laboratory Accreditation Bureau (LAB).

Table 1 - FAI and FAT Requirements.

<u>SECTION</u>	<u>REQUIREMENT</u>	<u>SPEC</u>	<u>FAI</u>	<u>FAT (Auto)</u>	<u>FAT (Ballistic)</u>
C.3	FTFS Ballistic Performance Spec dated 13 February 2013	IAW Aberdeen Test Protocol			Government Test
C.11,	Production/	Contractor	Physical		
C.2.2,	Configuration	design	Configuration		
E.2.1.5	Baseline	documentation	Audit (PCA)		
C.2.3.5	Toxic Chemicals	TSCA of 1976	Contractor Certification		
C.2.3.4	Coverage				Government Test
C.2.3.3	Component Weight	74 pounds	Contractor Certification	Government Test	
C.2.3.3	Total Weight	250 pounds	Contractor Certification	Government Test	
C.2.3.2	Dissimilar Metals	MIL-STD-889	Contractor Certification		
C.2.3.1	Tan 686	FED-STD-595	Contractor Certification		
C.2.3.1.1	CARC Paint	MIL-DTL-53072	Contractor Certification		
C.4.1	POL Resistance	MIL-STD-810, Method 504.1	Contractor Certification		
C.4.2	UV Resistance	MIL-STD-810, Method 505.5	Contractor Certification		
C.4.3	Water Resistance	MIL-STD-810, Method 506.5, Procedure I	Contractor Certification		
C.4.4	Humidity Resistance	MIL-STD-810, Method 507.5, Procedure II	Contractor Certification		
C.4.5	Temperature	-50F to 165F	Contractor Certification		
C.4.6	Resistance to Road Hazards			Government Test	
C.6,	Fit			Government Test	
C.7	Installation Requirements	2 hrs per tank using 2 soldiers		Government Test	

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

E.2.1 First Article Inspection (FAI) and First Article Test (FAT)

E.2.1.1 All FAI and FAT FTFS Kits shall be manufactured and assembled with production tooling and processes and be fully representative of production FTFS kits proposed to be furnished under this contract. Subsequent to FAI, no material or process changes that may affect product performance shall be made without the approval of the Procuring Contracting Officer (PCO). The contractor shall provide seven (7) kits (CLIN 0014) for each vehicle kit identified within C.2.1. Four of each kit configuration shall be shipped by the contractor to Aberdeen Test Center, MD, for Ballistic Testing and two of each kit configuration shall be shipped by the contractor to Yuma Proving Ground, AZ for Installation and Automotive Testing. Therefore, the Contractor shall provide 56 FTFS kits to support both FAI and FAT. FAT will be conducted by the Government as identified in Table 2. Prior to presenting FAI to the Government, the Government will randomly select one (1) FTFS kit from the seven (7) test kits produced for each of the vehicle kits identified in C.2.1. The FAI shall be presented to the Government (PCO) by the contractor at the contractors facility. The contractor shall be responsible for providing all certifications in Table 1 for Government review during FAI. The contractor shall notify the Administrative Contracting Officer (ACO), and the PCO with the time and location of FAI 14 calendar days in advance. At the time of inspection, the contractor shall make available to Government representatives: all records of prior inspection; certifications from Table 1; contractor performed independent test reports; Qualified Product List (QPL) documentation; drawings; and certifications indicating compliance with the requirements of C.2.3, C.4 and E.7 except for those requirements to be verified by the Government First Article Test. Certifications shall be complete and provided to the Government IAW E.7 as applicable.

Table 2 - FAI and FAT Kits

Kit	Vehicle	Configurations Contained in Kit	System Level	System Level	Automotive	Production
			Ballistic Test	Installation Eval	Test	Baseline
Kit A	HEMTTA4	Config. 1	4 EA	1 EA	1 EA	1 EA
Kit B	M983A4 HEMTT LET	Config. 2	4 EA	1 EA	1 EA	1 EA
Kit C	M1070A0 HET/M1070A1HET	Config. 3&7	4 EA	1 EA	1 EA	1 EA
Kit D	M1074A0 PLS/M1074A1PLS	Config. 4	4 EA	1 EA	1 EA	1 EA
Kit E	M1075A0 PLS/M1075A1PLS	Config. 4&8	4 EA	1 EA	1 EA	1 EA
Kit F	M915A5	Config. 5&9	4 EA	1 EA	1 EA	1 EA
Kit G	M915A3/M916A2/M917A2	Config. 6	4 EA	1 EA	1 EA	1 EA
Kit H	M1074A1 PLS	Config. 4&10	4 EA	1 EA	1 EA	1 EA
TOTAL:			32 EA	8 EA	8 EA	8 EA

TOTAL KITS REQUIRED: 56 EA

E.2.1.2 The contractor shall document the results of the FAI IAW DI-NDTI-80809B (CDRL A010 First Article Inspection). The contractor shall provide certification of the results and retain all test reports for a period of 5 years after production has ended. The PCO shall within 10 calendar days of receipt of the FAI Report, approve or disapprove the FAI. If the FAI is disapproved by the PCO, then the contractor shall be provided with reasons for this determination.

E.2.1.3 If the FAI is disapproved by the Government, the contractor may be required, at the discretion of the Government, to repeat any or all of the FAI at no additional cost to the Government. After PCO notification of the additional inspections, the contractor, at no additional cost to the Government, shall make any changes necessary to pass the test, modifications, or repairs to the first production kits. The Government has the discretion to select another production kit for FAI in lieu of the original first production kit. Upon completion of additional Government inspection, the requirements of E.2.1.1 and E.2.1.2 are required to be accomplished. The contractor shall bear the responsibility for delays and all costs resulting from additional FAI. The contractor shall provide corrective action within 30 days for all discrepancies found on the FAI kits. This corrective action shall not only be effective for the FAI kit, it shall correct the manufacturing process for the kits. If the corrective action merits a change to the manufacturing process to correct a deficiency, the contractors corrective action shall address this manufacturing process change.

E.2.1.4 After FAI acceptance, one (1) FTFS kit shall remain at the contractors plant and shall be shipped as part of the last lot of its specific vehicle configuration.

E.2.1.5 Physical Configuration Audit (PCA). The Government will verify that the FTFS kit physically conforms to the design documentation. Additionally, the Government may audit the manufacturing processes, tooling, test and measurement equipment and work instructions to ensure that the manufacturing process is capable of sustaining production consistent with both the FAT and FAI samples. Additionally, the final accepted FAI kit shall be used for the Production/Configuration Baseline.

E.2.2 Reserved.

E.2.2.1 Shipment of First Articles for Government Test. The contractor shall ensure that the First Article Kits are fully operational and reflect the latest kit configuration prior to shipment. Any configuration changes resulting from the correction of discrepancies found during the FAI shall be incorporated and sample corrected kits shall be resubmitted for FAT. The contractor shall produce both the first article and the production quantities at the same facility. Transportation charges from the contractor's plant to and from the test sites shall be the sole responsibility of the contractor. The Government reserves the right to perform additional testing as

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

deemed necessary to ensure performance and durability requirements are met.

E.2.2.1.1 Live Fire Ballistic Test. The Government will perform system level live fire ballistic testing to assess overall system protection as identified in C.3.

E.2.2.1.2 Automotive Test. During the Government installation and automotive test the Government personnel will install the FTFS kits onto Government supplied vehicles at the Government selected test site. The test will include Government evaluation of the kits installation instructions, ease of installation, time-to install, and quality of fit (no interference with space claims). The test will include driving the vehicle a minimum of 3,000 miles using the respective mission profile applicable to that vehicle. Human Factors Engineering (HFE) will be assessed to support safety confirmation. During and following the test miles, the vehicle will be inspected and evaluated to determine:

- a. Damage to the kit
- b. Damage to the attachment points
- c. Damage to the truck due to the FTFS kit and any additional weight
- d. Impact on the driver
- e. Impact on performance of maintenance operations
- f. Impact on mobility
- g. Impact on Ingress and egress of the driver or crew
- h. Readily available access to the fuel filler point

The kit shall not interfere with vehicle system performance or operation.

E.2.2.2 Failure Analysis and Corrective Action Report (FACAR). The contractor shall be responsible for accessing Aberdeen and Yuma Proving Grounds computer data bases (PCO will grant access after FAI acceptance) for all Government initiated Test Incident Report (TIR) data during First Article Test. Upon acquiring a TIR, the contractor shall assess the failure and shall furnish a Failure Analysis and Corrective Action Report (FACAR) with the proposed corrective action for each reported TIR. The FACAR shall indicate corrective action status as "final" or "interim." (CDRL A004 Failure Analysis Corrective Action Report (FACAR), DI-SESS-81315) and the classification shall be defined IAW MIL-STD-1916

E.2.2.2.1 FACAR Interim Response Times. The contractor shall provide interim failure analysis and corrective action responses after TIR release date within the following times:

- 1) Critical Defect - 48 hours
- 2) Major Defect - 10 calendar days
- 3) Minor Defect - 20 calendar days, if requested
- 4) Informational - 20 calendar days, if requested

E.2.2.2.2 FACAR Final Response Times. A consolidated final response is required for all defects within thirty (30) calendar days after TIR release date. If contractor response is rejected, the contractor will be officially notified by the COR and shall be required to resubmit the response within thirty (30) calendar days. Failure to provide the interim and final failure analysis and corrective action reports within the specified time limits or failure to provide the Government an acceptable response shall be cause for the reduction or suspension of the Government provided progress payments and suspension of Kit acceptance. The contractor shall incorporate into the Production/Configuration Baseline all PCO approved changes identified during ballistic and automotive testing into the production FTFS Kits.

E.2.2.3 RESERVED

E.2.2.4 RESERVED

E.2.2.5 RESERVED

E.2.2.6 Hazard Assessment and Technical Report. The contractor shall provide a hazard assessment and technical report NLT 7 days after conclusion of Government FAT (CDRL A005 Hazard Assessment Report, IAW DI-SAFT-81125(T) and DI-MISC-80711A (T)). This report should identify capabilities and limitations of the FTFS kit.

E.2.2.7 Government First Article Test Approval. In the event first article approval is granted, the PCO will send written approval to the contractor to proceed with the production quantity in accordance with delivery orders. PCO approval to proceed with production prior to test completion must be received by the contractor.

E.2.2.7.1 First Article Test Failure. Failure of the contractor to comply with specified requirements and pass required tests and examinations will result in NO Government FAT Approval. The contractor shall be responsible for all retest costs (including production of additional FAT quantities) charged by the test site, schedule delays as a result of defects, and test failures. Any such retest or reexamination will be at the governments discretion, or may result in contract Termination for Default. Retesting, at the discretion of the Government, may include partial or full retesting dependent upon the corrective action required.

E.2.2.7.2 First Article Test Waiver. The Government reserves the right to waive any portion of Government FAT, or FAT in its entirety.

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

E.3 Final Inspection Record (FIR). The contractor shall develop and maintain a Government approved Final Inspection Record (FIR) for each FTFS kit produced. The FIR shall be organized to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its final inspection.

E.3.1 The FIR shall list each unit characteristic/function inspected to verify the item conforms to contract requirements and is defect free. At a minimum, the FIR shall have blocks for the inspectors initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. Direction for FIR development/execution is contained in MIL-STD 40001 and DI-QCIC-81068 (CDRL A008 - Final Inspection Record).

E.4 Quality Documentation. The FIR shall be delivered to the Government IAW CDRL A008 and other quality records shall be kept complete and copies shall be delivered to the Government upon request for a period of five (5) years after production has ended. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 4 years after any resulting final termination settlement. As used in this clause, records consist of books, documents, accounting procedures and practices, regardless of type or form. This does not require the contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

E.5 The Government reserves the right to inspect end items or any subcomponents during manufacturing process for quality requirements. The contractor shall correct all deficiencies detected during any contractor or Government inspection (end item or in-process) within 30 days, at no cost to the Government. The contractor shall correct the deficiency and present the corrected item for re-inspection, if requested by the PCO. During any Government inspection, the contractor shall provide any tools, equipment, or personnel necessary to accomplish the inspection at no additional cost to the Government. Corrective actions which require a configuration change must be processed IAW CDRL A004 - Failure Analysis and Corrective Action Report (FACAR) or A007 Request for Deviation as applicable. Upon any change to the manufacturing facilities location during performance of this contract, for any kits, the contractor may be required to perform a complete FAI at the discretion of the Government and at no additional cost to the Government.

E.6 Product Quality Deficiency Reports (PQDR). The contractor shall investigate and provide failure analysis and corrective action responses for all PQDRs generated in accordance with AR702-7 against supplies produced under this contract. The contractor shall provide a report of the investigation in accordance with CDRL A011 - Production Quality Deficiency Report (DI-SESS-81315A), in the Product Discrepancy Reporting Evaluation Program (PDREP at [://www.nslcpts.mh.csd.disa.mil/pdrep/pdrep.htm](http://www.nslcpts.mh.csd.disa.mil/pdrep/pdrep.htm)) and IAW AR 702-7 which includes at a minimum: problem identification, root cause, immediate and short term actions, corrective action implementation plan for permanent solution, and verification of effectiveness. The cost of exhibit transportation shall be the responsibility of the contractor. All corrective actions taken by the contractor shall be at no additional cost to the Government. Final approval of PQDR close-out resides with the COR.

E.7 Certification Requirements

E.7.1 Certifications. Certifications in Table 1 shall be complete and available to the Government for review upon request. All certifications provided by the contractor shall be IAW CDRL A012 Certification/Data Report (DI-MISC-80678 and shall include appropriate supporting documentation, examples include: test data, chemical analysis, drawings, purchase orders, specifications. If any certification is unacceptable to the Government, the contractor shall conduct additional examinations and tests to provide additional documentation upon request, verifying conformance at no additional cost to the Government.

E.7.1.1 The contractor shall provide a new or updated certification to the Government, upon request, whenever a change is made in the:

- a. Process used to produce a certified product.
- b. Legal requirement for a standard of a certified product.
- c. Supplier of a certified product.

E.7.1.2 Subcontracting does not relieve the contractor from providing all the necessary supporting documentation for all certifications provided to the Government.

E.7.2 Material Certification. Material certifications shall include a copy of the material analysis for each batch of material delivered, and shall be made available to the Government upon request. If the material is made by a subcontractor, copies of the purchase orders shall be maintained by the contractor, and made available to the Government upon request.

E.8 Inspection Equipment. The contractor shall be responsible to supply, operate, and maintain all inspection and test equipment necessary to assure that the kits conform to all contract requirements.

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

Page 50 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

*** END OF NARRATIVE E0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 56 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of up to 10 different kits that successfully pass all specified tests, less the destructive tests, if any, will serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

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

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

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0123 MOD/AMD	Page 52 of 78
Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.		

[End of Clause]

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

Page 53 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) The following items for which the Governments unit acquisition cost is \$5,000 or more.

Contract Line, Subline, or Exhibit Line	Item Number	Item Description
CLINS 0011 -	0013	KIT A
CLINS 0021 -	0023	KIT B
CLINS 0031 -	0033	KIT C
CLINS 0041 -	0043	KIT D
CLINS 0051 -	0053	KIT E
CLINS 0061 -	0063	KIT F
CLINS 0071 -	0073	KIT G
CLINS 0081 -	0083	KIT H

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000: N/A

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).

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

Page 56 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-7 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS
(TACOM)

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

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

Page 57 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST:

CLIN NUMBER	QUANTITIES	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0011*	7	90
0021*	7	90
0031*	7	90
0041*	7	90
0051*	7	90
0061*	7	90
0071*	7	90
0081*	7	90

*In accordance with CLIN 0014.

(i) Four of each Kit configuration (which corresponds with the CLIN number above), shall be shipped by the contractor to Aberdeen Test Center, MD for Ballistic Testing.

(ii) Two of each Kit configuration (which corresponds with the CLIN number above), shall be shipped by the contractor to Yuma Proving Ground, AZ for Installation and Automotive Testing.

(iii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 60 days after delivery order date.

(iv) The contractor will deliver a minimum of 100 units up to a maximum of 292 units every thirty days, or less if a lower quantity is ordered by the Government. The minimum monthly quantity of 100 units is the required production capability.

(iiv) You can deliver more units every thirty days at no additional cost to the government.

(d) Accelerated delivery schedule is acceptable.

(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: NO ACCELERATED DELIVERY SCHEDULE PROPOSED

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

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

[End of clause]

F-8 52.247-4457 LONG TERM CONTRACTS - FOB DESTINATION
(TACOM)

OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 2,340 kits to Bluegrass, KY and the remainder to New Cumberland, PA.

(End of Clause)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

F-9 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
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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
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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
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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
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***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]

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

Page 59 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

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]

G-2	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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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.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

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: FIRETRACE AEROSPACE, LLC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. Correction of Deficiencies

H.1.1. Missing or Defective Parts/Components. Notwithstanding inspection and acceptance by the Government of the end items and services provided under the contract or any provision of this contract concerning the conclusiveness thereof, the contractor hereby warrants that the Fuel Tank Fire Suppression (FTFS) Kits conform to the performance and manufacturing requirements specifically delineated in this contract. The Correction of Deficiencies is the same for CONUS and OCONUS. Under this Correction of Deficiencies, the contractor shall be liable for the correction of all missing or defective parts or components from final acceptance (DD 250) of the FTFS Kits up to and including installation of the FTFS Kit onto a Heavy Tactical Vehicle not to exceed twelve months from DD 250, whichever occurs first. The contractor shall provide replacement or repair parts to all designated repair locations within 15 days. The contractor shall notify PM HTV of any delay and the anticipated contractor ship date. All labor to correct part/component deficiencies will be performed by the Government or the Governments Representative.

H.1.2. Notification. The contractor will be notified of any correction claims by an authorized Government official or the Governments Representative via electronic mail at the time of FTFS Kit installation. Notification dates initiate the period for the contractor to perform shipment of parts. The notification may include: applicable FTFS Kit serial number, missing or defective part number(s) or NSN, replacement part number(s) or NSN(s) required to complete repairs, circumstances surrounding the missing or defective part(s), point of contact, commercial telephone number, email address, and shipping address.

H.1.3. Contractor Rights and Remedies. The contractor has the right to inspect parts found to be defective at the fielding location. The contractor shall be allowed to take possession of defective parts following their replacement upon request. All freight charges for the return of missing or defective parts are the responsibility of the contractor.

H.2. Facility and Information Security Clearances

H.2.1 The offeror is notified that there is a classified specification in Section C.3 of this contract. Offerors must have a copy of the classified specification, prior to proposal submission, in order to meaningfully respond to the solicitation. In order to receive the classified specification, Offerors must possess appropriate Facility and Information System Security Clearances (SECRET). The offerors request for the specification shall include verification of its Facility and Information System Security Clearances (SECRET), industrial facility security clearance (Secret, the name and phone number of the offerors security officer, and an address) for mailing the classified document.

H.3 Security Requirement. Per H.2, an active SECRET Facility Clearance is required to perform the tasks associated under this contract. The Defense Security Service (DSS) administers the National Industrial Security Program (<http://www.dss.mil/isp/index.html>) for contractors on behalf of the Department of Defense. Extensions to this RFP will NOT be granted by the Government to allow time for potential Offerors to obtain the aforementioned clearances if they do not already possess them.

All information or data under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO), SECRET or the appropriate Distribution Statement. Information or data that is property of the Government shall be returned to the Government or destroyed, by written permission, at contract expiration (the only exception is when the Government agrees to extend retention rights to the contractor). The contractor shall not release any information or data to third parties without express written approval of the Procuring Contracting Officer. The contractor will have access to Government classified data for the accomplishment of work under this contract for only those employees with a valid SECRET clearance. The contractor shall conform to all security requirements as specified in this contract and as detailed in the FTFS Form DD254, reference Section J, Attachment 0002, Department of Defense Contract Security Classification Requirement.

H.4 Safeguarding Classified Information Within Industry. The contractor shall have facilities, equipment, and personnel capable of storing and processing classified information up to the SECRET level.

*** END OF NARRATIVE H0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 61 of 78
	PIIN/SIIN W56HZV-13-D-0123	MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

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.

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

Page 62 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION I - CONTRACT CLAUSES

This document 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 these addresses: <http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

*** END OF NARRATIVE I0002 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-17	52.210-1	MARKET RESEARCH	APR/2011
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-23	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-24	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-25	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-27	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-33	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-35	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-37	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-38	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-42	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-44	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-45	52.232-1	PAYMENTS	APR/1984
I-46	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-47	52.232-11	EXTRAS	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 63 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-48	52.232-17	INTEREST	OCT/2010
I-49	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.232-25	PROMPT PAYMENT	OCT/2008
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-55	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-58	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-59	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-62	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-63	52.248-1	VALUE ENGINEERING	OCT/2010
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-65	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-69	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-70	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-71	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-72	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-73	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-74	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-75	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-76	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-77	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-78	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-79	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-80	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-81	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-82	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-83	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-84	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-85	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-86	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-87	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	MAR/2013
I-88	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-89	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-90	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-91	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-92	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-93	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-94	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAY/2013
I-95	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-96	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-97	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-98	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-99	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-100	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-101	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-102	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-103	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-104	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-105	252.246-7001	WARRANTY OF DATA	DEC/1991

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

Page 64 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-106	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-107	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall deliver 7 unit(s) of Lot/Item CLINS 0011, 0021, 0031, 0041, 0051, 0061, 0071, 0081 within 90 calendar days from the date of this contract to the Government at Aberdeen Proving Grounds, Maryland and Yuma Proving Grounds, Arizona for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

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

(End of Clause)

I-108	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10, the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0123 MOD/AMD	Page 65 of 78
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Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 1,480;

(2) Any order for a combination of items in excess of 2,860; or

(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 Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-109 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 four and one half (4 2/1) years after contract award.

(End of Clause)

I-110 52.232-16 PROGRESS PAYMENTS APR/2012

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

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

Page 66 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitized contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent 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 [*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards" http://www.sba.gov/content/table-small-business-size-standards](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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-114 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)	
NONE	

(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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0123	Page 72 of 78 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

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

I-115 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) * _____ N/A _____, 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)

I-116 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:

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 75 of 78
	PIIN/SIIN W56HZV-13-D-0123	MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

(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]

I-121 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/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

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]

FAR 52.204-99 (DEVIATION)

System for Award Management Registration (August 2012) (Deviation)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity" (CAGE) code means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractors CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN)

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

Page 76 of 78

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

with the Internal Revenue Service (IRS), and has marked the record Active. The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

System for Award Management (SAM) means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternative system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and zip code.

(iv) Company mailing address, city, state and zip code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure its is current, accurate, and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name doing business as name, or division name (whichever is show on the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0123 MOD/AMD	Page 77 of 78
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Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business days written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(c) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect as assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractors SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

*** END OF NARRATIVE I0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 78 of 78**

PIIN/SIIN W56HZV-13-D-0123

MOD/AMD

Name of Offeror or Contractor: FIRETRACE AEROSPACE, LLC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	21-JUN-2012	012	
Attachment 0001	DD254	24-APR-2012	002	