AWARD/CONTRACT

1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ▶	**Rating** DOA4	**Page** 1 **Of** 65 **Pages**	
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-D-0116	**3. Effective Date** 2014SEP17	**4. Requisition/Purchase Request/Project No.** SEE SCHEDULE	

5. Issued By **Code** W56HZV

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

e-mail address: CHAD.R.ANDERSON11.CIV@MAIL.MIL

6. Administered By (If Other Than Item 5) **Code** S0701A

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

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

PIONEER AEROSPACE CORPORATION
45 S SATELLITE RD
SOUTH WINDSOR, CT 06074-3444

Code 77745 **Facility Code**

8. Delivery

☐ **FOB Origin** ☒ **Other (See Below)**

9. Discount For Prompt Payment

10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: ▶ **Item** 12

11. Ship To/Mark For **Code**

SEE SCHEDULE

12. Payment Will Be Made By **Code** HQ0337

DFAS-CO/NORTH ENTITLEMENT OPERATION
P.O. BOX 182266
COLUMBUS OH 43218-2266

13. Authority For Using Other Than Full And Open Competition:

☐ **10 U.S.C. 2304(c)( )** ☐ **41 U.S.C. 253(c)( )**

14. Accounting And Appropriation Data

15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					

15G. Total Amount Of Contract → $0.00

16. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
		Part I - The Schedule				**Part II - Contract Clauses**	
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X	C	Description/Specs./Work Statement	18	X	J	List of Attachments	65
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X	E	Inspection and Acceptance	29		K	Representations, Certifications, and Other Statements of Offerors	
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Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. ☒ **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. ☐ **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

CLETUS NWALOZIE
CLETUS.NWALOZIE@US.ARMY.MIL (586)282-7291

19B. Name of Contractor

By _____
(Signature of person authorized to sign)

19c. Date Signed

20B. United States Of America

By /SIGNED/
(Signature of Contracting Officer)

20C. Date Signed 2014SEP17

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: CHAD ANDERSON
Buyer Office Symbol/Telephone Number: CCTA-HBA-N/(586)282-2942
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Contract Expiration Date: 2019SEP15

*** End of Narrative A0000 ***

	Regulatory Cite	Title	Date
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 (https://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

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

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see https://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=W56HZV13R0114

(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

A-2 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-14-D-0116 is awarded to PIONEER AEROSPACE CORPORATION.

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

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

(d) The contractor's subcontracting plan, dated 21 July 2014, is incorporated into this contract in Section J, Attachment 0007.

(e) The following Amendment(s) to the solicitation are incorporated into this contract: 0001, 0002, 0003

[End of Clause]

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

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

[End of Provision]

A-4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) JAN/2012

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

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

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

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

[End of Clause]

The purpose of amendment 0001, to solicitation W56HZV-13-R-0114, is to do the following:

1) Update the Level of Preservation and Packing, of CLINs 0011-0015 and 0021-0025, to Military B.

2) Add NSN 1670-01-627-4253 and part number (P/N) 11-1-7750-1 to CLINs 0021-0025.

3) Update 52.211-4515(a)(2), "Packaging Requirements (Special Packaging Instructions)," Level of Packing to B.

4) Remove Section E-1.1.4.2 titled "Packing".

5) Update 52.242-4457, "Delivery Schedule For Delivery Orders," to the following:

(i) If FAT is required, start deliveries 210 days after the delivery order date; or
(ii)If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 90 days after delivery order date.

6) Update 52.247-4457, "Long Term Contracts - FOB Destination," to the following:

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:

100% within the Contiguous United States (CONUS)

7) Update 52.209-3, "First Article Approval -- Contractor Testing...," to the following:

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to SEE CDRL A001 for delivery information, marked First Article Test Report: Contract No., Lot/Item No. 0001. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional

approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

8) Update Segregated Pack Number 15, of Note 17B, within the Special Packaging Instructions located in Section J, Attachment 0003, to Part Number 11-1-7750-1.

9) Incorporate the Specification Conversion Table and Deviation Package, dated 20 July 2012, into the Technical Data Package (TDP) located in Section J, Attachment 0004.

10) Add Attachment 0006, located in Section J, titled "Deviation Package."

11) Update "Date of First Submission," of Exhibit A (CDRL A001), to 120 DAC.

12) Correct 2.a., of Exhibit A (CDRL A001), to reflect the most current TDP date of 13 November 2013.

13) Update 2.p. and 3.b.1, of Exhibit A (CDRL A001), to reflect the most current Deviation Package date of 18 October 2013.

*** END OF NARRATIVE A0001 ***

The purpose of amendment 0002, to solicitation W56HZV-13-R-0114, is to do the following:

1) Correct 7(b) of Narrative A0001, of Amendment 0001, to state "...120 calendar days from the date of this contract...", not 210 calendar days. This now coincides with CDRL A001.

2) Correct 52.242-4457, "Delivery Schedule For Delivery Orders," with the days specified in 5(i) and 5(ii) of Narrative A0001, of Amendment 0001.

3) Remove the Specification Conversion Table and Deviation Package, dated 20 July 2012, from the Technical Data Package (TDP) located in Section J, Attachment 0004.

4) Incorporate ECP #14HE0056 into the Technical Data Package (TDP) located in Section J, Attachment 0004.

*** END OF NARRATIVE A0002 ***

The purpose of amendment 0003, to solicitation W56HZV-13-R-0114, is to do the following:

1) Amend narrative A002, of CLIN 0011, to the following:

"The information presented below applies to Item No. 0011 Through 0015:
Minimum 5 Year Quantity: 600 EACH

(This will be ordered at the time of the basic contract award. The award(s) will be based on the lowest price method. If two (2) awards are made, the award will be divided at a 50%/50% total split, based on the two lowest, evaluated prices within the competitive range. If one (1) award is made, the contractor will receive an award for the entire quantity. Each subsequent delivery order will be competed amongst the awardee(s) and the entire quantity will be awarded to the lowest evaluated price.)

Maximum 5 Year Quantity: 6,250 EACH

ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.

NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH

PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR."

2) Add clause 52.216-22, Indefinite Quantity, to Section I.

3) Extend the closing date, of the solicitation, to 2014SEP12.

*** END OF NARRATIVE A0003 ***

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	********** THIS CONTRACT SHALL SATISFY UNITED STATES GOVERNMENT REQUIREMENTS ONLY. FOREIGN MILITARY SALES ORDERS SHALL NOT BE PLACED AGAINST THIS CONTRACT. **********				
	(End of narrative A001)				
0001	FIRST ARTICLE TEST-SEPARATELY PRICED			$ 5,744.49000	
	NSN: 1670-01-527-7537 COMMODITY NAME: FIRST ARTICLE TEST PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".				
	(End of narrative C001)				
	First article shall be retained as a manufacturing standard and shall be submitted as part of the final production delivery.				
	(End of narrative C002)				
	Packaging and Marking				
	N/A				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30				
	FOB POINT: Destination				

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CONTRACT DATA REQUIREMENTS LIST (CDRL)				
A001	FIRST ARTICLE TEST REPORT COMMODITY NAME: FATR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 1670 **ALL DATA CLINS ARE NSP** (End of narrative B001) FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING". (End of narrative C001) Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: EXHIBIT A Packaging and Marking N/A (End of narrative D001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				
A002	QUALITY VALIDATION PLAN (QVP) COMMODITY NAME: QVP CLIN CONTRACT TYPE: Firm Fixed Price PSC: 1670 **ALL DATA CLINS ARE NSP** (End of narrative B001) Description/Specs./Work Statement				

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PROCUREMENT DOCUMENTATION TITLE: EXHIBIT B Packaging and Marking N/A (End of narrative D001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				
A003	PRODUCTION PROCESS PACKAGE (PPP) COMMODITY NAME: PPP CLIN CONTRACT TYPE: Firm Fixed Price PSC: 1670 **ALL DATA CLINS ARE NSP** (End of narrative B001) Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: EXHIBIT C Packaging and Marking N/A (End of narrative D001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination ********** IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS: THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL				

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MANUALS, SERVICES OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026. THE FOLLOWING DEFINITIONS APPLY TO THE ENITRE SOLICITATION AND RESULTING CONTRACT: FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS. SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD. THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD. FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD. FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD. 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. ********** CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE ACC-WARREN PROCUREMENT NETWORK AT: http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET. SEE PARAGRAPH (d) OF CLAUSE 52.204-4016, AAC-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER. ********** Up to two (2) awards may result from this buy. Contractor(s) will be provided a fair opportunity to compete for delivery orders pursuant to the "Ordering for Multiple Awards" clause contained in Section I. ********** (End of narrative A001) ********** The information presented below applies to Item No. 0011 Through 0015: Minimum 5 Year Quantity: 300 EACH Maximum 5 Year Quantity: 6,250 EACH (The maximum quantity is the total, combined quantity that may be ordered over the life of contracts W56HZV-14-D-0115 and W56HZV-14-D-0116)				

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED. NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR. ********** (End of narrative A002)				
0011	FIRST ORDERING YEAR NSN: 1670-01-527-7537 COMMODITY NAME: MC-6 PERSONNEL PARACHUTES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7400 Description/Specs./Work Statement TOP DRAWING NR: TDP 11-1-7400 DATE: 13-NOV-2013 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination			$ 3,359.77000	
0012	SECOND ORDERING YEAR NSN: 1670-01-527-7537 COMMODITY NAME: MC-6 PERSONNEL PARACHUTES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7400 Description/Specs./Work Statement TOP DRAWING NR: TDP 11-1-7400 DATE: 13-NOV-2013			$ 3,479.47000	

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	THIRD ORDERING YEAR NSN: 1670-01-527-7537 COMMODITY NAME: MC-6 PERSONNEL PARACHUTES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7400 Description/Specs./Work Statement TOP DRAWING NR: TDP 11-1-7400 DATE: 13-NOV-2013 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination			$ 3,548.51000	
0014	FOURTH ORDERING YEAR NSN: 1670-01-527-7537 COMMODITY NAME: MC-6 PERSONNEL PARACHUTES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7400 Description/Specs./Work Statement TOP DRAWING NR: TDP 11-1-7400 DATE: 13-NOV-2013 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin			$ 3,619.40000	

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
0015	FIFTH ORDERING YEAR			$ 3,658.98000	
	NSN: 1670-01-527-7537 COMMODITY NAME: MC-6 PERSONNEL PARACHUTES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7400				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 11-1-7400 DATE: 13-NOV-2013				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	********** The following information presented below applies to Item No. 0021 Through 0025: Minimum 5 Year Quantity: 10 EACH Maximum 5 Year Quantity: 3,125 EACH (The maximum quantity is the total, combined quantity that may be ordered over the life of contracts W56HZV-14-D-0115 and W56HZV-14-D-0116) ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED. NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR. ********** (End of narrative A001)				
0021	FIRST ORDERING YEAR NSN: 1670-01-627-4253 COMMODITY NAME: MC-6 CANOPIES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7750-1 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination			$ 1,476.42000	
0022	SECOND ORDERING YEAR NSN: 1670-01-627-4253 COMMODITY NAME: MC-6 CANOPIES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7750-1			$ 1,505.47000	

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0023	THIRD ORDERING YEAR NSN: 1670-01-627-4253 COMMODITY NAME: MC-6 CANOPIES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7750-1 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination			$ 1,535.34000	
0024	FOURTH ORDERING YEAR NSN: 1670-01-627-4253 COMMODITY NAME: MC-6 CANOPIES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7750-1 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE			$ 1,566.03000	

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0025	FIFTH ORDERING YEAR NSN: 1670-01-627-4253 COMMODITY NAME: MC-6 CANOPIES PSC: 1670 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 81337 Mfr Part Number: 11-1-7750-1 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination			$ 1,581.75000	

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 GENERAL SCOPE OF WORK

C-1.1 This statement of work (SOW) defines the effort required for production of the Maneuverable Canopy (MC-6) Personnel Parachute System.

C-1.2 Contractor shall manufacture, test, and inspect the items in accordance with the MC-6 Technical Data Package (TDP), associated drawings, patterns, specifications, and standards.

C-1.3 Some of the drawings contain Specifically Negotiated Data Rights. Therefore, an approval of a Non-Disclosure Agreement (NDA), located in Section J, Attachment 0005, is REQUIRED before the TDP for this solicitation can be viewed. Please refer to clause 52.227-7001 in Section L for further instruction.

C-1.4 The Department of Defense (DoD) ASSIST/ON LINE database located at www.dsp.dla.mil shall be used to determine the revision levels of the military specifications/standards used in the solicitation. The revision level used shall be determined by the date of the revision level at the time of issuance of the Contract.

C-2 BACKGROUND

The MC-6 personnel parachute systems are used by airborne and special operations forces for insertion into their areas of operation. The parachute provides for a slower, controlled descending parachute to reduce landing injuries and increase combat effectiveness.

The MC-6 personnel parachute system is a maneuverable main parachute canopy that interfaces with a harness and reserve. The components of the MC-6 are described as follows:

Main Parachute. The MC-6 static line deployed maneuverable main parachute serves as the functional component used to safely deliver the paratrooper to the ground during combat and training airborne operations. It consists of a deployment bag, static line, canopy with suspension lines, and risers for connection of the canopy to the troop harness.

Reserve Parachute. The T-11R parachute is intended for emergency use during airborne operations in the event of a main parachute malfunction. It contains a pilot chute, spring, canopy with suspension lines, risers, snap hooks for connection to the troop harness, and an activation handle.

Troop Harness. The harness interfaces between the parachutist, the main and reserve parachute canopies, and the jumper's equipment. The harness is worn by the parachutist, and interfaces with the main, reserve, and all current weapons and equipment containers.

C-3 REQUIREMENTS

C-3.1 GENERAL

The work required by this contract shall be performed in accordance with this Statement of Work (SOW). The contractor shall furnish all necessary services, personnel, equipment, facilities, and supplies to produce MC-6 Systems and spares as specified by Technical Data Package (TDP) and in accordance with the detailed requirements below.

C-3.1.1 Qualified Providers List (QPL)

Only manufacturers on QPL-6645, are eligible for award. A qualified manufacturer is one who has met the requirements for qualification and whose Manufacturers Cage Code has been entered on the applicable QPL. QPL status must be in place prior to any award pursuant to this solicitation, whether or not the name of the manufacturer is actually included on the QPL. Unless determined to be in the Government's best interest, this acquisition will not be delayed in order to provide an Offeror an opportunity to meet the standards specified for qualification.

For instructions and Guidelines on how to obtain QPL status, please request a data package from

US Army TACOM, ILSC, Natick Soldier System Center
Attn: AMSTA-LCS-EA, Steven Manos
15 Kansas St, bldg 3, room R-207
Natick, MA 01760
(508) 233-5564
FAX (508) 233-5852
e-mail: steven.a.manos.civ@mail.mil

The request must contain: The part number, company address, plant address, your intention to be listed on QPL 6645, point of contact, phone and fax numbers, e-mail address if available. Retain a copy of the request.

C-3.2 HARDWARE REQUIREMENTS

C-3.2.1 MC-6 Systems. The vendor will produce and deliver the MC-6 Systems (NSN 1670-01-527-7537) with all subcomponents fully assembled in their respective major component, that is, the Main Parachute, reserve Parachute, and Troop Harness. This item will be procured on an as-needed basis throughout the contract period of performance in accordance with Min/Max quantities laid out in Section B.

C-3.2.2 Main Parachute. The vendor shall produce individual Main Parachute Canopies (NSN TBD). This item will be procured on an as-needed basis throughout the contract period of performance in accordance with estimated quantities laid out in Section B.

C-3.3 GOVERNMENT FURNISHED MATERIEL (GFM)

C-3.3.1 Technical Manuals. Technical Manuals will be provided by the Government as GFM for those delivery orders requiring over pack with manuals. The contractor will be informed at the time the delivery orders are placed and technical manuals will be provided.

C-4 QUALITY MANAGEMENT

C-4.1 The objectives of these Quality Assurance requirements are to ensure the Contractors products and processes are sufficient to enable timely and cost effective deliveries, which meet the system performance requirements, and to identify any issues early which might negatively impact the timeliness or performance of the delivered product. The Government reserves the right to audit products and processes, as well as the quality management system, of the Prime Contractor and its subcontractors at any stage of contract performance. The Contractor shall fabricate, test, and deliver systems in accordance with this SOW, contract delivery orders, and delivery schedules. The Contractor shall ensure that the delivered systems comply with all of the requirements of the Quality Validation Plan (QVP), Production Process Package (PPP), Contract, and this SOW.

C-4.2 Quality Validation Plan (QVP) and Production Process Package (PPP).

The Contractor shall ensure the quality of delivered systems as outlined in the QVP. The Government will incorporate the QVP into the contract via post award modification. The contractor shall provide the QVP in accordance with CDRL A002.

A PPP shall be prepared by the contractor, validated by DCMA, and submitted for government approval. The PPP submission shall be prepared in conjunction with the First Article build. The contractor shall provide the PPP in accordance with CDRL A003.

C-4.3 Quality Management System (QMS). The Contractor shall maintain, operate and continually improve a QMS acceptable to the Government in accordance with ISO 9001:2008 or equivalent. Quality and reliability will be continually monitored by the Government to include Statistical Process Control (SPC) and other quality management metrics that depict the effectiveness of the QMS and the achievement of critical process control at both the Contractors and major suppliers locations. Major suppliers pertain to those who provide components and textile or hardware materials within the TDP. Examples of major suppliers include cloth and hardware suppliers, and any other subcontractor used for an assembly or subassembly. The Government reserves the right to conduct audits of the Contractors QMS during all phases of the contract. The Contractor shall be responsible for correcting any deficiencies found during Government auditing or testing in all affected areas of Contractors product. The Contractor shall maintain a calibration system in accordance with ANSI/ISO/ASQ Q10012-2003 or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment to include all accessories and ancillary equipment are properly calibrated and identified by appropriate labeling.

C-4.3.1 The Government will conduct an audit of the Contractors Quality Management System (QMS) for all products/processes related to the contract during First Production Lot (FPL) and reserves the right to conduct additional audits at any other stage during contract performance. The audit will focus on six areas of the Contractors QMS. The six areas will include Control of Documents and Records, Management Responsibility, Human Resources (Training), Purchasing, Internal Audit, and Improvement (Continual Improvement, Corrective Action, and Preventive Action). The Contractor shall provide an overview of their QMS and describe these six areas of their QMS in general terms and provide details of any changes or additions to their generic QMS that will be applicable to this acquisition. The Contractor shall state whether their QMS is registered, by whom, and the dates of registration. The Contractor shall highlight the unique benefits of his QMS. Any exceptions to ISO 9001:2008 shall be clearly stated. The Contractor shall make their QMS documentation available to the Government. The Contractor shall be responsible for correcting any deficiencies found during Government auditing or testing in all affected Contractor product.

C-4.4 Responsibility for Compliance. Items shall meet all requirements of this SOW. The absence of any inspection requirements shall not relieve the contractor of the responsibility of ensuring that all products of supplies submitted to the government for acceptance shall comply with all requirements of the SOW. Sampling inspection, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements; however, this does not authorize submission of known defective material, either indicated or actual, nor does it commit the government to accept defective material. If there is a conflict between the stated requirements and the approved QVP and/or PPP, the more restrictive requirement shall apply.

C-4.5 Responsibility for Conformance Inspection. The Contractor shall be responsible for the performance of all inspection requirements specified herein in Section E-1 and in accordance with FAR 52.246-2. The Government reserves the right to perform, witness, or verify

any of the inspections set forth herein where the inspections are deemed necessary to assure supplies and services conform to prescribed requirements. The Contractor shall be responsible for correcting any noncompliance found during Contractor and/or Government testing in all affected Contractor product.

C-4.6 Conformance Inspection Validation. DCMA QAR will provide in process conformation validation to those items inspected by the Contractor during production. DCMA QAR will also conduct conformance inspection listed per DCMA QASP on samples selected for end item testing. Report will be in DCMA QAR format and will address lot number and list items inspected and will expound on those items with discrepancies. Report will be emailed to Contracting Officer, DCMA QAR, and ILSC quality representative.

C-4.7 Inventory. The Contractor, upon receipt of any failed testing, shall quarantine all materials used in the production of the failed lot and provide a sample to the appropriate US Government representative within 10 days for testing. The sample size shall be in accordance with MIL-DTL-6645 paragraph 3.2.3. The remaining material shall remain quarantined until the Government completes testing and disposition instructions are provided within 90 days. Any material that does not pass inspection shall not be used for any current U.S. Government contracts until the Government clears it or tells the contractor that the material cannot use be used for any subsequent Government production contracts. If no instructions are provided within 90 days, the material will be deemed unfit for use on any US Government contract. The Contractor shall be responsible for maintaining, safeguarding, and preventing the use of quarantined materials on US Government contracts.

C-4.8 Use of Contractors Inspection and Test Equipment. The Contractors inspection, measuring, and testing devices shall be made available, when required by the Government, to determine conformance with contract requirements in accordance with FAR 52.246-2. The Contractor shall have a documented calibration program that outlines calibration procedures, schedules, and standards used. Standards shall be traceable to the National Institute of Standards and Testing (NIST) or other accredited body. If requested by the Government, the Contractors personnel shall be made available to operate such devices and to verify their accuracy and condition.

C-4.9 Supplier Management. The Contractor is responsible for the work performed by their suppliers, including any inspections and tests performed by the suppliers. The Contractor shall maintain documented evidence that its suppliers meet all criteria related to the contracts materials / processes. Documentation shall include any methods unique to this contract of supplier selection, retention, management, inspection and test validation or other supplier controls above and beyond that which is described in the Contractors generic QMS. The Government reserves the right to, in coordination with the Prime Contractor; review/audit any suppliers of components

C-4.10 Inspection and Test Records. The Contractor shall maintain complete and accurate records of all inspections and tests, and shall make these records available for review by the Government upon request. These records shall be kept by the Contractor for 10 years after final payment has been made against the last delivery order placed to the Contractor under this contract. In the event that the Contractor ceases to exist, the Contractor shall notify the Government in a timely fashion and provide the Government with an opportunity to transfer all records under this Contract to a facility decided upon by the Government for future retention.

C-4.11 Notification of Change. The Contractor shall notify the Government of any change in design, material, material suppliers, manufacturing processes (including quality control), or plant location. The contractor shall ensure that produced end items conform to specified product and quality requirements and shall immediately report any deviation in form, fit or function. The Contractor shall also report any changes to the items included in the QVP and/or PPP. (CDRLs A002 & A003)

C-4.11.1 Manufacturing Process Changes. A change in the process flow reviewed by the Government during the First Production Lot Inspection as incorporated by Section E-1.1.2, such as combining operations or using additional/different equipment, constitutes a manufacturing process change. Any change in location or ownership of the plant where a previously qualified product was manufactured requires reevaluation of the qualification and approval of the Contracting Officer. Routine maintenance and the switching of comparable equipment are not considered a process change.

C-4.11.2 Notification and Request Procedures. To support the notification of material and material supplier changes evaluation, the Contractor shall supply the following to the Government: a sample of the textile or hardware from the new supplier in sufficient quantity to comply with MIL-DTL-6645 paragraph 3.2.3. This sample shall be provided, at the contractors expense, to the Government within 15 days of the notification of change.

Along with material sample, all applicable test reports and certificates of compliance, to include Berry Amendment compliance, shall be provided (IAW CDRL A001).

To support a manufacturing process flow change, the Contractor shall supply all supporting documentation for the process change. Contractors may, and are encouraged to, use existing Request for Deviation (RFD) procedures to seek Contracting Officers approval.

C-4.11.3 Government Review and Approval Procedures

The Government reserves the right to review all notifications. Within five (5) business days of Contractor notification, the Government will either approve the change or notify the Contractor whether an additional evaluation by the Government will be required to approve or disapprove the change. If further evaluation is required, the Government will provide an approval or disapproval of the change to the Contractor no later than 30 calendar days after the initial notification by the Contractor.

C-4.12 Production Management. The Contractor shall make available for review by the Government the production management plan, status of critical suppliers, description of resource shortfalls, schedules, and description of technical risks and issues.

C-4.13 Material Qualification. At any point after the First Article Test has been approved, any material change must be tested in accordance with C-4.11.1.

C-4.14 Failed Item Analysis/Corrective Action Reports (CAR). For each failure that results in a CAR, the Contractor shall conduct a Failure Analysis and provide such reports as required to facilitate the completion of a CAR as directed by the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR). A failure constitutes non-conformance to the TDP. The initial CAR shall be submitted to the DCMA QAR for review NLT 15 days after occurrence. E-mail is the preferred method of notification and CAR submittal.

The CAR, at a minimum, shall include the date of failure, item, lot number and size, detailed failure description, failure analysis to identify the root cause for the failure, failure history, proposed corrective action and validation plan to assess the effectiveness of the corrective action, and proposed disposition of the failed item and lot, and containment actions. Containment will address all suspect products, including end items in plant and already delivered to the Government as well as material work in process, at receiving, or in transit. The CAR shall identify why the defect was not detected, impact to similar product or processes, and the process controls in place or planned to prevent the problem from recurring. The Government may not accept product at any time while the CAR is pending based on the impact of the failure in question. The CAR shall not be considered closed until the Government has concurred on the report. Concurrence by the Government is required prior to shipment of any potentially affected production units. Failures occurring during Government conducted testing are subject to this requirement.

C-4.15 Lot Traceability. The Contractor shall maintain complete and accurate records of the system serial numbers that correspond to each lot produced, and shall make these records available for review by the Government upon request. These records shall be kept by the Contractor for 10 years after final payment has been made against the last delivery order placed to the Contractor under this contract.

C-4.16 Test Reporting. All test reports requested by the Government will be sent to the DCMA QAR and will include as a minimum, the contract number, reason for test, results of the testing, lot number or serial number of the test item, date of the test and the detail specifications of the tested item (IAW CDRL A001).

C-4.17 Conformance Inspection Reporting. The Contractor shall subject all MC-6 Systems to in-process inspection as outlined in the QVP and/or PPP and list of key critical processes/inspection list, with appropriate failure free verification criteria, to identify and remove defects due to material defects, workmanship defects, and other non-conforming anomalies. The Contractor shall track and investigate causes of defects and close quality issues in accordance with the Contractors internal procedures for the purpose of continuously improving the screening and the manufacturing processes. The Contractor shall make all performance measurements available to the Government for onsite review at any time. The Contractor shall brief overall results at program reviews after initiation of production.

C-4.18 Configuration Control. Any proposed changes to the Functional Baseline or approved Product Baseline shall be made via Engineering Change Proposal (ECP). All ECPs, shall be submitted in Contractors format. Requests for Deviation (RFD) and Requests for Waiver (RFW) against a production base lined system shall be submitted to the government for review and approval. Submit using form DD1694. The Contractor shall submit all ECPs, RFDs, and RFWs to the Government for review and disposition prior to implementation. The Government requires electronic submittal of ECPs, RFDs, and RFWs. The Contractor shall provide documentation, equipment, facilities, and personnel as deemed necessary by the Government to support and verify all Contractor-requested variances or configuration changes.

C-4.19 Product Drawings. The Contractor shall submit all drawing changes, new drawings, or associated lists proposed by ECP in accordance with C-4.11.3.

C-4.20 Certificate of Conformance (COC). When certificates of conformance for materials and/or end items are required, testing data documentation must accompany the COC. The Government reserves the right to inspect such items to determine the validity of the certification.

C-4.21 Sampling. Sampling for inspection shall be performed in accordance with ANSI/ASQ Z1.4; American National Standard - Sampling Procedures and Tables for Inspection by Attributes. The lot size shall be expressed in units of system. The inspection level shall be S-2, AQL 1.5 of ANSI/ASQ Z1.4. The sample unit shall be one (1) system.

C-4.22 Definition of Terms

Fit: The ability of an item to physically interface or interconnect with or become an integral part of another item.

Form: The shape, size, dimensions, mass, weight, hand, and other visual and physical parameters that uniquely characterize an item.

Function: The action or actions that an item is designed to perform.

C-4.23 Material Certification Review and Testing. In accordance with FAR 52.246-2, Aerial Delivery Engineering Support Team (ADEST) will

review the textile and hardware material certification compliance for MC-6 Systems on a monthly basis. Specific textiles and hardware for review will be identified each month to Prime manufacturers on the first business day of the month, and those certifications will be due to the Government on the first business day of the following month. Only the most current certificates for each item requested should be submitted for review.

To facilitate the material certification compliance review, a 6 inch narrow fabric sample and a 6x6 inch broad fabric sample shall be sent in with each certification in addition to additional material requested for laboratory testing. Hardware samples are not required with certificates unless specifically requested. The samples must be taken from the corresponding lot of goods represented on the certification, and the sampling must be overseen by DCMA. These samples will be retained on file or destructively tested; therefore, the samples will not be returned to the manufacturer.

Problems identified with the certifications or samples will be handled on a case by case basis. Depending on the severity of the problem, a larger textile sample or hardware sample may be required.

It is expected that these certifications will have gone through and passed normal internal quality inspection and acceptance criteria. As such, this effort will not serve as an approval process, and should not hold up production. Material lots for certificates under review may be used before the evaluation is complete. Monthly reviews will be provided to the contractor within 90 days of receipt.

Certifications and samples should be sent to the following address:

Jennifer Koven
Aerial Delivery Engineering Sustainment Team (ADEST)
15 Kansas Street
Natick, MA 01760

Listed in Section J, Attachment 0001 is the total amount of certifications and associated samples that will be requested in the material certification compliance review, which is a twelve (12) month cycle.

C-6 MEETINGS, CONFERENCES, AND REVIEWS

C-6.1 General. The contractor and Government shall hold bi-annual meetings and reviews, telephonically, during the contract performance period. Meetings are used to review progress and provide guidance on technical, contractual, or other issues that arise during contract performance.

C-6.2 The Contractor shall participate in the following meetings:

C-6.2.1 Start-of-Work Meeting. Within 30 days of contract award, a Start-of-work meeting will be held telephonically. The Start-of-Work meeting will focus on reviewing the following:

C-6.2.2.1 Contract Terms and Conditions.

C-6.2.2.2 Delivery Schedule for Systems and Canopies.

C-6.2.2.3 Placement of IUID Markings

*** END OF NARRATIVE C0001 ***

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

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

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 7 days after the meeting is held.

[End of Clause]

C-2 52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES MAY/2014

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is WS.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: CD ROM, or the SAFE File Exchange at: https://safe.amrdec.army.mil/SAFE/. Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about using the SAFE FTP website, the site has a ://safe.amrdec.army.mil/SAFE/guide.aspx and ://safe.amrdec.army.mil/SAFE/Help.aspx.

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-3 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION MAY/2014

The following Xd item applies to this solicitation:
[ ] 1. There is no Technical Data Package (TDP) included with this solicitation.
[X] 2. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

https://www.fbo.gov/notices/53863fa5d988ca3f72a8a1422335ea69

To access the data through FBO:

a. Log on to the FBO web site.
b. Enter your Marketing Partner Identification Number (MPIN).
c. Search for the solicitation number.

d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/

Click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.

[End of clause]

C-4 52.211-4073 USE AND NON-DISCLOSURE AGREEMENT REQUIRMENT OCT/2010

The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

[ ] Available at http://contracting.tacom.army.mil/acqinfo/contractorforms.htm
titled:

[X] Available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at chad.r.anderson11.civ@mail.mil, or fax (586) 282-6082. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

C-5 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER FEB/1998
(TACOM)

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-6 52.211-4018 (TACOM) ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4515 (TACOM)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2012

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: B

(3) QUANTITY PER UNIT PACKAGE: 001

(4) SPECIAL PACKAGING INSTRUCTION NUMBER. AB15277537

(a) REVISION

(b) DATE OF REVISION

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS AVAILABLE IN SECTION J, ATTACHMENT 0003.

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See the Army Contracting Command - Warren (DTA) web site (http://contracting.tacom.army.mil/faq.htm) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

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

(c) Marking:

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

(d) Heat Treatment and Marking of Wood Packaging Materials (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 accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). 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. 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/or securing the load shall also comply with https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than

2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials (As applicable):

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

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

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

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

(g) SUPPLEMENTAL INSTRUCTIONS:

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

The following documents and standards are referenced below:

1.) ISO 9001:2008 or equivalent
2.) MC-6 Personnel Parachute Systems Lot Inspection Sheets (To be provided after NDA is signed.)
3.) MIL-DTL-6645
4.) MIL-STD-849
5.) Technical Manual 10-1670-327-23&P
6.) ANSI/ASQ Z1.4

E-1 Inspections and Tests

E-1.1 First Article Test (FAT) Requirements

E-1.1.1 A First Article Test (FAT) shall be conducted by the Contractor in accordance with all aspects of the technical data package (TDP), and shall consist of one (1) complete MC-6 Personnel Parachute Assembly System (see CDRL A001). Accordingly, the Contractor shall prepare and submit a First Article Test Report (FATR) consisting of all inspections and tests results in the format as specified (see CDRL A001).

E-1.1.1.1 After approval of the FAT by the Contracting Officer, the Contractor shall refurbish the FAT item, identifying all items requiring refurbishment prior to refurbishing. The approved (by the Contracting Officer) First Article Test items shall be held as a manufacturing standard and shall be submitted as part of the final production delivery.

E-1.1.1.2 The Contractor shall document in report format and present to the Government the all items for all FAT parachute assemblies. Any deviations to the TDP or other requirements specified herein shall be submitted in writing to the Contracting Officer and approved prior to the FAT. See CDRL A001.

E-1.1.2.1 The Contractor shall record 100% of the dimensional measurements required by the TDP.

E-1.1.2.2 The Contractor shall provide all material samples and material certifications for materials used in the manufacture of the FAT, which includes test reports for those certifications. Textile materials more than 3.5 years old shall not be used per MIL-DTL-6645 paragraph 3.3.2. Any deviations to the TDP or other requirements specified herein must be submitted and approved prior to the inspection of the FAT. See CDRL A001. In addition, Air Permeability testing shall be completed by the Contractor and results submitted to the Government on all applicable raw materials prior to construction for FAT.

E-1.1.2.3 Air permeability testing per paragraph 6.2.g of MIL-DTL-6645 for main canopy, reserve canopy, and reserve pilot chute shall be conducted. The individual Air Permeability readings shall be taken at the approximate center, horizontally and vertically, of the main and reserve canopy gore sections IAW MIL-DTL-6645 paragraph 4.7.1. Air permeability testing for the reserve pilot chute requires only two random samplings at opposite locations on the respective chutes IAW MIL-DTL-6645 paragraph 4.7.1. Air Permeability test data shall be provided electronically in Microsoft Excel format to the Aerial Delivery Engineering Support Team (ADEST), point of contract identified in section C-4.24. Raw data worksheets shall be made available, at the Governments request. Air Permeability test report shall include identification of FAT, prime contractor lot number, serial number, individual and averaged readings, and the make/model and calibration date of the air permeability machine used in testing.

E-1.1.2.4 The Contractor shall provide any proof load or other test results specified on the TDP.

E-1.1.3 The FAT shall be inspected to the applicable tables of MIL-STD-849.

E-1.1.3.1 Any sample unit exceeding the defects of Table 1 of MIL-STD-849 for the parachute system components/repair parts shall be cause for rejection of the FAT.

E-1.1.3.2 The Contractor shall comply with Section E-1.3 which provides the classification of items not specified in MIL-STD-849 or the number of allowable defects per assembly.

E-1.1.3.3 Any sample failing the air permeability tests shall be cause for rejection of the FAT.

E-1.1.4 Production Tests during FAT

E-1.1.4.1 Ripcord pull test. The Contractor shall perform a ripcord pull test in accordance with MIL-DTL-6645 paragraph 4.7.2.1, following established procedures in Technical Manual 10-1670-327-23&P. The pull force will be 14 lbs min and 27 lbs max. Results of the Ripcord pull test shall be provided to the Government (IAW CDRL A001).

E-1.2. Production Lot Tests (PLTs)

E-1.2.1. Sampling. Sampling for inspection shall be performed in accordance with ANSI/ASQ Z1.4; S-2 Inspection, 1.5 AQL AMERICAN NATIONAL STANDARD - Sampling Procedures and Tables for Inspection by Attributes. The sample unit shall be one (1) parachute assembly or component.

E-1.2.2 A PLT shall be performed for any and all conformance requirements in accordance with the TDP. The Government will perform random conformance inspection on end item samples selected and sent for testing and inspection by DCMA. Certificates of Conformance shall be presented at the time of end item conformance inspection. The Governments acceptance of the Contractors end item product will be determined by the conformance inspection results and the conformance requirements validation. The Government reserves the right to conduct the Tests outlined in paragraph E-1.1.4, on any subsequent production lot and is subject to sampling and lot size requirements in paragraphs E-1.2.1 (IAW CDRL A001).

E-1.2.2.1 The Government will perform random conformance inspections using the lot inspection sheets. See Attachment 0002.

E-1.2.3 The Contractor shall perform air permeability testing in accordance with paragraph 6.2.g of MIL-DTL-6645 for main canopy, reserve canopy, and reserve pilot chute. The individual Air Permeability readings shall be taken at the approximate center, horizontally and vertically, of the main and reserve canopy gore sections IAW MIL-DTL-6645 paragraph 4.7.1. Air permeability testing for the reserve pilot chute requires only two random samplings at opposite locations on the respective chutes IAW MIL-DTL-6645 paragraph 4.7.1. PLT air permeability sampling shall follow the sample plan identified in E-1.2.1. Air permeability test data shall be provided electronically in a Microsoft Excel format to the Aerial Delivery Engineering Support Team (ADEST), point of contact identified in section C-4.24 within 30 days of PLT acceptance. Raw data worksheets shall be made available, at the Governments discretion. Air Permeability test report shall include prime contractor lot number, serial number, individual and average readings, and the make/model and calibration date of the air permeability machine used in testing. If a canopy was reworked due to failing air permeability, this same data shall be provided for canopies both before and after rework.

When MIL-DTL-6645 air permeability testing is conducted on MC-6, T-11R, and T-11R Extractor, the individual maximum allowable reading applies as follows. If an individual reading above the specified maximum is found, the following additional sampling is required:

If a value above 4.5 cfm is found on MC-6 and T-11 Reserve canopies:

Additional testing shall be conducted to sample every section in the adjacent gores. If after including the additional readings, the gore and canopy average still meets MIL-DTL-6645 requirements (0.4-3.6 cfm), the canopy is acceptable. If these requirements are not met the canopy is not acceptable.

If a value above 3.8 cfm is found on T-11 Reserve Extractor canopies:

The Extractor shall not be acceptable, regardless if the canopy average is still within 3.5.1.2 requirements.

Disposition of canopies that fail the MIL-DTL-6645 average requirements:

Any canopy that fails the MIL-DTL-6645 requirements is cause for rejection of the lot. To accept canopies within that lot, 100% inspection (MIL-DTL-6645 sampling on every canopy) is required. Those canopies that pass MIL-DTL-6645 requirements may ship, those that do not shall require a request for waiver (RFW) or manufacturing rework. During the 100% inspection, any reading above 4.5 cfm shall require additional testing as described above.

Data needed for RFW Review:

Canopies for consideration on RFW shall show that every section in the canopy has been measured. Gore and canopy averages shall be provided as required above. Data shall be provided on a Microsoft Excel spreadsheet to track the discrepant material. RFWs will be considered on a case by case basis.

E-1.2.4 The Government reserves the right to request inspection reports and material certifications from the Contractor for the lot based upon sampling per ANSI/ASQ Z1.4.

E-1.3 Classifications of parachute components and defects: The following are classification of items not specified in MIL-STD-849 or the number of allowable defects per assembly.

E-1.3.1 P/N 11-1-7065-1 (Ejector Spring Assembly) shall be classified to Tables I (No. 10) and XII of MIL-STD-849.

*** END OF NARRATIVE E0001 ***

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

	Regulatory Cite	Title	Date
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

[} ISO 9001:2008 (or more current version)*
[ ] FED-STD 368
[X] AS 9100: 2003
[ ] ISO 16949

(End of Clause)

E-4	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 zero (0) 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 one (1) that successfully passes all specified tests, less the destructive tests, if any, SHALL 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-5	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-6	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test

at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-7 52.246-4028 (TACOM) INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: Pioneer Aerospace (Name) 02369 (CAGE)
1 Pioneer Dr. (Address) Columbia (City) MS (State) 39429 (Zip)

ACCEPTANCE POINT: Pioneer Aerospace (Name) 02369 (CAGE)
1 Pioneer Dr. (Address) Columbia (City) MS (State) 39429 (Zip)

[End of Clause]

E-8 52.246-4048 (TACOM) DRAWINGS FOR INSPECTION NOV/2012

When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

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

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
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	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-8	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(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 matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"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 item unique 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.

"Governments 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.

"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.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"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) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	
N/A	
N/A	

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line,
Subline, or

Exhibit Line Item Number	Item Description
0011-0015	MC-6 Personnel Parachutes
0021-0025	MC-6 Canopies

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in
Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in
Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information
technology--International symbology specification--Data matrix; ECC200 data matrix specification.

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

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is 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.

(5) 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 (e.g. Vehicle Identification Number); 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 MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(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 item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), 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, as part of 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).

(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.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of 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 as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique 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), including subcontracts for commercial items.

(End of clause)

F-9 52.242-4457 (TACOM) DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 210 days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 90 days after delivery order date.

(iii) You will deliver 60 units every thirty days.

(iv) You may 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:

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

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

[End of clause]

F-10 52.247-4457 (TACOM) LONG TERM CONTRACTS - FOB DESTINATION 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:

100% within the Contiguous United States (CONUS)

(End of Clause)

F-11 52.247-4009 (TACOM) DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY AUG/2003

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F-12 52.247-4017 (TACOM) DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES NOV/2009

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/	W25G1U	Transportation Officer	Transportation Officer	Transportation Officer

209405		Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA	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
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
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

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

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

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

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

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

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

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

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

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

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

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

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

Combo

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

See FAR 52.246-4028

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S0701A
Inspect By DoDAAC	S0701A
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

N/A

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

Susan Graham
Susan.Graham@dcma.mil

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

(End of clause)

G-2 252.204-0005 (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-3 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

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]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
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 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.

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.210-1	MARKET RESEARCH	APR/2011
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-20	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-23	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-26	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000	MAY/2014
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-38	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984
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I-93	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
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I-98	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-99	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-100	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-101	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
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I-103	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-104	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
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I-106	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-107	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-108	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-109	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-110	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-111	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014

	Regulatory Cite	Title	Date
I-112	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

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

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

(Name) usarmy.detroit.tacom.mbx.lcmc-competition-management-of@mail.mil

(Address) 6501 E. 11 Mile Rd., ATTN: AMSTA-CSC-M, Warren, MI 48397-5000

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

Offerors Name Pioneer Aerospace Corp.

Manufacturers Name Pioneer Aerospace Corp.

Sources Name Pioneer Aerospace Corp.

Item Name MC-6 Personnel Parachutes

Service Identification CAGE 77745

Test Number LTR received from WR-ALC/GRVED, Donald Waddell (to the extent known)

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

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

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

(End of Clause)

I-113	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test one (1) unit of Lot/Item 0001 as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to SEE CDRL A001 for delivery information, marked First Article Test Report: Contract No. _____, Lot/Item No. 0001. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-114 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order.

(1) When the Government requires MC-6 Personel Parachute Systems in an amount of less than 25, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(2) When the Government requires MC-6 Canopies in an amount of less than 10, the 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 2,400;

(2) Any order for a combination of items in excess of 3,025; 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 Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-115 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 contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after after six and one half (6 1/2) years after contract award.

(End of Clause)

I-116 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed $5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-117 252.216-7006 ORDERING MAY/2011

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

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

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

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

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

(End of Clause)

I-118 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-119	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-120 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at
http://www.sba.gov/content/table-small-business-size-standards

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [X] is not a small business concern under NAICS Code 314999 assigned to contract number W56HZV-14-D-0116. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-121 52.219-9 (DEV 2013-O0014) SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014) (AUG 2013) -- ALTERNATE II (OCT 2001) OCT/2001

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C.

1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in

dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) with further

subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items, or when the subcontractor provides a commercial item

subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agencys contracts, provided at least one of that agencys contracts is over $650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-122 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 (If none, insert None)	Identification No.
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.

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

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

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

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

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

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

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

(End of Clause)

I-123 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-124 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-125 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-126 252.219-7003 (DEV 2013-O0014) SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-O0014) AUG/2013

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university

before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

I-127 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT
None	

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

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

(End of clause)

I-128 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

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

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

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

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

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

[End of Clause]

I-129 52.216-4722 ORDERING FOR MULTIPLE AWARDS (SUPPLY) SEP/2013

(a) Each awardee shall be provided a fair opportunity to be considered for each order in excess of $3,000.00, unless one of the exceptions outlined in subparagraph b is met. The Contracting Officer, in making decisions in the award of any individual delivery order, shall consider price or cost under each order as one of the factors in the selection decision. The Contracting Officer may also consider the following items when developing the factors in the selection decision, tailored for each individual order:

(1) contractor's record of past performance on earlier orders under the multiple award contract, including quality, timeliness and cost control,

(2) potential impact on other orders placed with the contractor,

(3) minimum order requirements, and

(4) such other factors as the Contracting Officer believes should be taken into account in the best interest of the Government.

The Contracting Officer may use streamlined procedures, including oral presentations, when selecting an order awardee. The competition requirements of FAR Part 6 and the policies of FAR subpart 15.3 do not apply to the ordering process and the Contracting Officer is not required to use a formal evaluation plan or scoring of offers. Additionally, if the order does not exceed the simplified acquisition threshold, the Contracting Officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. A multiple contract awardee may at any time after contract award offer a lower price than that provided for in this contract, and the Contracting Officer may accept the contractor's lower cost/price in making decisions in the award of any order.

(b) Awardees need not be given a fair opportunity to be considered for a particular order in excess of $3,000.00 under this contract if the Contracting Officer determines that:

(1) the agency need for the supplies or services is of such urgency that providing a fair opportunity would result in unacceptable delays;

(2) only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(3) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(4) it is necessary to place an order to satisfy a minimum guarantee.

(c) Delivery orders are not subject to protest under FAR Subpart 33.1, unless the order is in excess of $10 Million, increases the scope, period, or maximum value of the contract. However, concerns with the award of orders can be brought to the attention of the Army Contracting Command - Warren (DTA) ombudsperson, Ms. LaRuth Sheperd (Army Contracting Command - Warren (DTA), Michigan), AMSTA-CSC-M, (586) 282-6597.

[End of Clause]

I-130 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

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

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

[End of Clause]

Name of Offeror or Contractor: PIONEER AEROSPACE CORPORATION

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	FIRST ARTICLE TEST REPORT (FATR)	30-SEP-2013	002	DATA
Exhibit B	QUALITY VALIDATION PLAN (QVP)	17-SEP-2013	001	DATA
Exhibit C	PRODUCTION PROCESS PACKAGE (PPP)	17-SEP-2013	002	DATA
Attachment 0001	MATERIAL CERTIFICATION COMPLIANCE REVIEW	10-OCT-2013	003	ELECTRONIC IMAGE
Attachment 0002	LOT INSPECTION SHEETS	12-JUL-2012	013	ELECTRONIC IMAGE
Attachment 0003	SPECIAL PACKAGING INSTRUCTIONS	09-JUL-2014	006	ELECTRONIC IMAGE
Attachment 0004	TECHNICAL DATA PACKAGE (TDP)	13-NOV-2013	325	ELECTRONIC IMAGE
Attachment 0005	NON-DISCLOSURE AGREEMENT	02-MAY-2012	002	DATA
Attachment 0006	DEVIATION PACKAGE	18-OCT-2013	049	ELECTRONIC IMAGE
Attachment 0007	SUBCONTRACTING PLAN	21-JUL-2014	011	EMAIL

DD FORM 1423, FEB 2001
CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM: MC-6 Personnel Parachute System
B. EXHIBIT: A E. CONTRACT/PR NO.:
C. CATEGORY:
TDP ____ TM ____ OTHER Technical Report
F. CONTRACTOR:
- -
1. DATA ITEM NO: A001
2. TITLE: First Article Test Report
3. SUBTITLE: First Article Inspection Report
4. AUTHORITY: SAE AS9102 5. CONTRACT REFERENCE: E-1.1.1, E-1.1.1.2, E.1.1.2
6. REQUIRING OFFICE: AMSTA-LCS-EAP 7. DD250 REQ: SD
8. APP CODE: A 9. DIST. STATEMENT REQ: A
10. FREQUENCY: AS REQ 11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: 120 DACA
13. DATE OF SUBS. SUBMISSION: AS REQ
14. DISTRIBUTION:
A. ADDRESSEES: AMSTA-LCS-EAP, RDNS-WPA-D, DCMA QAR, Contracting Officer, and RDTA-SIE-EA-RAM-QA
B. COPIES:
DRAFT:
FINAL: 1 EA
REG REPRO:
15. TOTAL COPIES: 5 EA
16. REMARKS:

SAE AS9102 details both the documentation requirement and format of the First Article Test Report. First submission is due to the PCO (Procuring Contracting Officer) 120 days after contract award. Government will review within 30 days after receipt. Final submission is due 15 calendar days after Government review. Government approval will occur within 7 calendar days, after receipt of the final report.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:
- -
G. PREPARED BY: William Hurt
H: DATE: 28 AUG 2014
I: APPROVED BY: William Hurt
J: DATE: 28 AUG 2014

DD FORM 1423, FEB 2001
CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM: MC-6
B. EXHIBIT: B E. CONTRACT/PR NO.:
C. CATEGORY:
TDP ____ TM ____ OTHER QCIC
F. CONTRACTOR:
- -
1. DATA ITEM NO: A002
2. TITLE: Quality Program Plan
3. SUBTITLE: Quality Validation Plan (QVP)
4. AUTHORITY: DI-QCIC-81722 5. CONTRACT REFERENCE: See Block 16
6. REQUIRING OFFICE: AMSTA-LCS-EA 7. DD250 REQ: LT
8. APP CODE: A 9. DIST. STATEMENT REQ: D
10. FREQUENCY: ONE/REQ 11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: 10 DAC
13. DATE OF SUBS. SUBMISSION: See BLK 16
14. DISTRIBUTION:
A. ADDRESSEE: AMSTA-LCS-EA, DCMA QAR, Contracting Officer, RDNS-WPA-D, and RDTA-SIE-EA-RAM-QA
B. COPIES:
DRAFT:
FINAL: 1 EA
REG REPRO:
15. TOTAL COPIES: 5 EA
16. REMARKS:

Block 5: Contract Reference: Sections C-4, 4.1, 4.2, 4.4, 4.11, 4.18.

Block 13: The QVP shall document the Contractors approach to ensure all delivered items meet the requirements of the contract and SOW throughout the life of the contract. Once approved, any changes to the QVP require Government concurrence. The Government reserves the right to request and review this data at any time. The plan shall document how process control will be maintained in all areas of operations, for the contractor, sub-contractors, and critical suppliers. Sub-contractors and suppliers of critical component, materials, or processes shall be identified in the quality plan, including names and contact information of key supplier personnel. In the event of end item non-conformance, the contractor will be responsible for all costs and retests, and reporting required to achieve conformance, unless otherwise directed by the Government. The Government reserves the right to review/audit any suppliers. No review/audit of any sub-contractors or suppliers by the Government will relieve the Contractor of its responsibility for the performance and inspection of the products or services acquired by its suppliers.

Block 4: Contractor format is acceptable as long as DID is used for guidance.

Block 9: Use Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only, Administrative or Operational Use, 14 Dec 2011. Other requests shall be referred to Contracting Officer.

Block 14: Shall be submitted in an electronic format agreed upon by both Contractor and Government prior to 1st submittal.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:
- -
G. PREPARED BY: William Hurt
H: DATE: 17 SEP 2013
I: APPROVED BY: William Hurt
J: DATE: 17 SEP 2013

DD FORM 1423, FEB 2001
CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002: D. SYSTEM/ITEM: MC-6
B. EXHIBIT: C E. CONTRACT/PR NO.:
C. CATEGORY:
TDP ____ TM ____ OTHER DI-MGMT
F. CONTRACTOR:
- -
1. DATA ITEM NO: A003
2. TITLE: Manufacturing Plan, Technical Reports-Study/Services
3. SUBTITLE: Production Process Package (PPP)
4. AUTHORITY: DI-MGMT-81889 5. CONTRACT REFERENCE: C-4.1, 4.2, 4.4, 4.11, 4.18
6. REQUIRING OFFICE: AMSTA-LCS-EA 7. DD250 REQ: LT
8. APP CODE: A 9. DIST. STATEMENT REQ: D
10. FREQUENCY: ONCE 11. AS OF DATE: DELIVERY ORDER AWARD
12. DATE OF FIRST SUBMISSION: WITHIN 10 WORKING DAYS OF FAT SUBMISSION
13. DATE OF SUBS. SUBMISSION: AS REQUIRED
14. DISTRIBUTION:
A. ADDRESSEE: AMSTA-LCS-EA, DCMA QAR, Contracting Officer, RDNS-WPA-D, and RDTA-SIE-EA-RAM-QA
B. COPIES:
DRAFT:
FINAL: 1 EA
REG REPRO:
15. TOTAL COPIES: 5 EA
16. REMARKS:

The PPP shall be approved by the Contracting Officer prior to issuance of the FAT Approval Letter. The PPP is to be design specific, and should supplement, not replace, the Quality Validation Plan (QVP). The PPP should identify, at a minimum:

a) Manufacturer
b) Contract
c) Design
d) Raw materials
e) Raw material suppliers
f) Incoming material supplier test data/certifications
g) Incoming material inspection/testing
h) Work instructions/procedures and revision of each
i) Machine set points/specifications
j) In process inspection processes
k) End item inspection and test processes
l) Packaging/shipping processes

In the case that required items listed above are generic, not design specific, and are covered by the QVP, citing the QVP is acceptable. Internal documentation must state the controlled document revision used for the PPP under consideration.

Block 4: Contractor format is acceptable as long as DID is used for guidance.

Block 9: Use Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only, Administrative or Operational Use, 14 Dec 2011. Other requests shall be referred to the Contracting Officer.

Block 14: Shall be submitted in an electronic format agreed upon by both Contractor and Government prior to 1st submittal.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:
- -

G. PREPARED BY: William Hurt
H: DATE: 17 SEP 2013
I: APPROVED BY: William Hurt
J: DATE: 17 SEP 2013

Use and Non-Disclosure Agreement
MC-6 Parachutes (formerly SF-10A Parachute)

The undersigned, _____, an authorized representative of the _____, (which is hereinafter referred to as the Recipient) requests the Government to provide the Recipient with technical data or computer software (hereinafter referred to as Data) in which the United States Government's use, modification, reproduction, release, performance, display or disclosure rights are restricted per Contract No. W58P05-04-C-0012. Those Data are identified as follows: all technical data (as defined at DFARS 252.227-7013(a)(14)) of any kind related in whole or in part to the SF-10A Parachute Assembly, including any notes, memoranda, copies, or other materials which describe or include the data.

In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall use, modify, reproduce, release, perform, display, or disclose Data marked with Special License Rights legends only for United States Government Purposes (but which shall specifically exclude any use in connection with U.S. Government sales or transfers to foreign governments, international organizations, or multi-national defense organizations), and shall not do so for any other purposes, including without limitation commercial, internal research and development, or foreign government purposes. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of Airborne Systems (formerly Irvin Aerospace, Inc.) (the Contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these Data to submit offers for, or perform, contracts with the Recipient. The Recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to execute and abide by a written agreement substantively identical to this Use and Non-Disclosure Agreement prior to disclosing or releasing any Data to such persons. Any such agreement must be consistent with the terms of this Use and Non-Disclosure Agreement, and copies shall be provided by Recipient to Airborne Systems.

(2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.

(3) The Recipient agrees to accept these Data as is without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(4) The Recipient may enter into any agreement directly with the Contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these Data.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Recipient is executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after contract award if Recipient is unsuccessful, or if awarded a contract, within 30 days after the date shown in paragraph (8) of this Agreement, to have all persons to whom it released the Data do so by that date, and to notify the Contractor that the Data have been destroyed.

(8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon contract completion. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

Recipient's Business Name _____

By_____
Authorized Representative

_____
Date

Representatives Typed Name _____
and Title _____

(End of use and non-disclosure agreement)

Fax or email signed copy of Use and Non-Disclosure Agreement to buyer
(See front page of solicitation, and fax number in Section C)