

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER		PAGE 1 OF 86						
2. CONTRACT NO. FA9300-19-R-0003		3. AWARD/EFFECTIVE DATE 08 MAR 2016		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY AFTC/PZRB CODE FA9300 AFTC/PZRB DIRECTORATE OF CONTRACTING 5 SOUTH WOLFE AVE. BLDG. 2800 EDWARDS AFB, CA 93524-1185 ALESSANDRA P. BARZAGHI 6612770987 ALESSANDRA.BARZAGHI@US.AF.MIL				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE DISABLED VET SB NAICS: 561210 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS N					
										13b. RATING N			
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE SEE SF1449 Continuation		16. ADMINISTERED BY CODE FA9300 AFTC/PZR DIRECTORATE OF CONTRACTING 5 SOUTH WOLFE AVE BLDG 2800 EDWARDS AFB, CA 93524-1185 SCD: C PAS: (NONE)			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE F03000 DFAS-COLUMBUS DFAS-JAIQB/CO 3990 EAST BROAD STREET BLDG 21 COLUMBUS, OH 43213-1152									
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT		
		See SF1449 Continuation (Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA								26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.								
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)								
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED													
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
						32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER					
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL													
38. S/R ACCT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY									
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)								
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0001

U

Noun: TRANSITION PERIOD
ACRN: U
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 MAR 2020
Completion Date: 31 MAR 2020
Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.11, Contractor Phase-In and Phase-Out Transition, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Mar 2020 - 31 Mar 2020

Amount = \$_____

0002

U

Noun: CONTRACT MANAGEMENT OFFICE - BASIC PERIOD
ACRN: U
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2020
Completion Date: 31 MAR 2021
Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.1, Contract Manager, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2020 - 31 Mar 2021

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0003

U

Noun: LOGISTICS MATERIAL CONTROL ACTIVITY
(LMCA) OPERATIONS - BASIC PERIOD

ACRN: U

PSC: R706

Contract type: J - FIRM FIXED PRICE

Start Date: 01 APR 2020

Completion Date: 31 MAR 2021

Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraphs 1.6.2, LMCA Chief Function, 1.6.3, Customer Support Unit (CSU) Function, 1.6.4, Equipment Control Unit (ECU) Function, 1.6.5, Material Handling Unit (MHU) Function, 1.6.6, Document Control Unit Function, and 1.6.7 Automated Data Process Equipment (ADPE) Management Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2020 - 31 Mar 2021

\$_____/per month x 12 Mos = \$_____

0004

U

Noun: HAZARDOUS MATERIALS SUPPORT - BASIC
PERIOD

ACRN: U

PSC: R706

Contract type: J - FIRM FIXED PRICE

Start Date: 01 APR 2020

Completion Date: 31 MAR 2021

Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraphs 1.6.8, Munitions Section Administrative Support, 1.6.9, Munitions Section Operations Support, 1.6.10, HAZMART Operations Element, 1.6.11, Special Fuels/Propellants/Cryogenics Operations Element, and 1.6.12, Hazardous Materials Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2020 - 31 Mar 2021

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0005

U

Noun: QUALITY ASSURANCE (QA) SUPPORT - BASIC PERIOD

ACRN: U

PSC: R706

Contract type: J - FIRM FIXED PRICE

Start Date: 01 APR 2020

Completion Date: 31 MAR 2021

Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.13, Quality Assurance Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2020 - 31 Mar 2021

\$_____/per month x 12 Mos = \$_____

0006

U

Noun: VEHICLE CONTROL SUPPORT - BASIC PERIOD

ACRN: U

PSC: R706

Contract type: J - FIRM FIXED PRICE

Start Date: 01 APR 2020

Completion Date: 31 MAR 2021

Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.14, Vehicle Control Support Element, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2020 - 31 Mar 2021

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0007

NTE \$10,000.00

Noun: TRAVEL - BASIC PERIOD*ACRN:* U*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2020*Completion Date:* 31 MAR 2021*Descriptive Data:*

Contractor may be required to travel during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with and no higher than the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification of the CO. All invoices for travel reimbursement shall be accompanied by supporting receipts.

Upon the travel request, the Contractor shall prepare and submit an estimate following the JTR rules. The Government will perform a technical evaluation and approve the costs prior to travel. Costs will be negotiated and processed under the appropriate CLIN, which is separate from the Firm Fixed Price portion of the contract.

Not-to-Exceed (NTE): \$10,000

0008*Noun:* DD FORM 1423-1, EXHIBIT A, NON-DD 250 DATA*NSN:* N - Not Applicable*Descriptive Data:*

The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List (CDRL) Items A001-A002, provided as Exhibit A in Section J. This CLIN is Not Separately Priced (NSP) and the costs associated with this CLIN are defined in SubCLINs 0008AA and 0008AB.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0008AA		1 Lot	NSP NSP
	Noun:	LOGISTICS MATERIAL CONTROL ACTIVITY (LMCA) STANDARD OPERATING PROCEDURE (SOP)	
	ACRN:	U	
	PSC:	R706	
	NSN:	N - Not Applicable	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:	The Contractor shall deliver the Logistics Material Control Activity (LMCA) Standard Operating Procedure (SOP) in accordance with Item A001, attached hereto as Exhibit A in Section J. This SubCLIN is Not Separately Priced (NSP) and the costs associated with this SubCLIN are included in CLIN 0003 and CLINs 1003, 2003, 3003, and 4003, if exercised.	
0008AB		1 Lot	NSP NSP
	Noun:	HAZMART STANDARD OPERATING PROCEDURE (SOP)	
	ACRN:	U	
	PSC:	R706	
	NSN:	N - Not Applicable	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:	The Contractor shall deliver theHAZMART Standard Operating Procedure (SOP) in accordance with Item A002, attached hereto as Exhibit A in Section J. This SubCLIN is Not Separately Priced (NSP) and the costs associated with this SubCLIN are included in CLIN 0004 and CLINs 1004, 2004, 3004, and 4004 if exercised.	
0008AC		1 Lot	NSP NSP
	Noun:	GOVERNMENT PROPERTY INVENTORY LIST	
	PSC:	R706	
	NSN:	N - Not Applicable	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:	The Contractor shall deliver the Government Property Inventory List in accordance with Item A003, attached hereto as Exhibit A in Section J. This SubCLIN is Not Separately Priced (NSP) and the costs associated with this SubCLIN are included in CLINs 0002 - 0006, and their respective option CLINs, if exercised.	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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1002

U

Noun: CONTRACT MANAGEMENT OFFICE - OPTION 1
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2021
Completion Date: 31 MAR 2022
Descriptive Data:
 The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.1, Contract Manager, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2021 - 31 Mar 2022

\$_____/per month x 12 Mos = \$_____

1003

U

Noun: LOGISTICS MATERIAL CONTROL ACTIVITY
 (LMCA) OPERATIONS - OPTION 1
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2021
Completion Date: 31 MAR 2022
Descriptive Data:
 The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace and Research Development Operations (LAREDO)" paragraphs 1.6.2, LMCA Chief Function, 1.6.3, Customer Support Unit (CSU) Function, 1.6.4, Equipment Control Unit (ECU) Function, 1.6.5, Material Handling Unit (MHU) Function, 1.6.6, Document Control Unit Function, and 1.6.7 Automated Data Process Equipment (ADPE) Management Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2021 - 31 Mar 2022

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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1004

U

Noun: HAZARDOUS MATERIALS SUPPORT - OPTION 1
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2021
Completion Date: 31 MAR 2022
Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace and Research Development Operations (LAREDO)" paragraphs 1.6.8, Munitions Section Administrative Support, 1.6.9, Munitions Section Operations Support, 1.6.10, HAZMART Operations Element, 1.6.11, Special Fuels/Propellants/Cryogenics Operations Element, and 1.6.12, Hazardous Materials Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2021 - 31 Mar 2022

\$_____/per month x 12 Mos = \$_____

1005

U

Noun: QUALITY ASSURANCE (QA) SUPPORT - OPTION 1
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2021
Completion Date: 31 MAR 2022
Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace and Research Development Operations (LAREDO)" paragraph 1.6.13, Quality Assurance Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2021 - 31 Mar 2022

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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1006

U

Noun: VEHICLE CONTROL SUPPORT - OPTION 1
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2021
Completion Date: 31 MAR 2022
Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace and Research Development Operations (LAREDO)" paragraph 1.6.14, Vehicle Control Support Element, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2021 - 31 Mar 2022

\$_____/per month x 12 Mos = \$_____

1007

NTE \$10,000.00

Noun: TRAVEL - OPTION 1
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2021
Completion Date: 31 MAR 2022
Descriptive Data:

Contractor may be required to travel during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with and no higher than the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification of the CO. All invoices for travel reimbursement shall be accompanied by supporting receipts.

Upon the travel request, the Contractor shall prepare and submit an estimate following the JTR rules. The Government will perform a technical evaluation and approve the costs prior to travel. Costs will be negotiated and processed under the appropriate CLIN, which is separate from the Firm Fixed Price portion of the contract.

Not-to-Exceed (NTE): \$10,000

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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2002

U

Noun: CONTRACT MANAGEMENT OFFICE - OPTION 2
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2022
Completion Date: 31 MAR 2023
Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace and Research Development Operations (LAREDO)" paragraph 1.6.1, Contract Manager, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2022 - 31 Mar 2023

\$_____/per month x 12 Mos = \$_____

2003

U

Noun: LOGISTICS MATERIAL CONTROL ACTIVITY
(LMCA) OPERATIONS - OPTION 2
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2022
Completion Date: 31 MAR 2023
Descriptive Data:

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace and Research Development Operations (LAREDO)" paragraphs 1.6.2, LMCA Chief Function, 1.6.3, Customer Support Unit (CSU) Function, 1.6.4, Equipment Control Unit (ECU) Function, 1.6.5, Material Handling Unit (MHU) Function, 1.6.6, Document Control Unit Function, and 1.6.7 Automated Data Process Equipment (ADPE) Management Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2022 - 31 Mar 2023

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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2004

U

Noun: HAZARDOUS MATERIALS SUPPORT - OPTION 2*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2022*Completion Date:* 31 MAR 2023*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraphs 1.6.8, Munitions Section Administrative Support, 1.6.9, Munitions Section Operations Support, 1.6.10, HAZMART Operations Element, 1.6.11, Special Fuels/Propellants/Cryogenics Operations Element, and 1.6.12, Hazardous Materials Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2022 - 31 Mar 2023

\$ _____/per month x 12 Mos = \$ _____

2005

U

Noun: QUALITY ASSURANCE (QA) SUPPORT - OPTION 2*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2022*Completion Date:* 31 MAR 2023*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.13, Quality Assurance Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2022 - 31 Mar 2023

\$ _____/per month x 12 Mos = \$ _____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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2006

U

Noun: VEHICLE CONTROL SUPPORT - OPTION 2*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2022*Completion Date:* 31 MAR 2023*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.14, Vehicle Control Support Element, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2022 - 31 Mar 2023

\$_____/per month x 12 Mos = \$_____

2007

NTE \$10,000.00

Noun: TRAVEL - OPTION 2*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2022*Completion Date:* 31 MAR 2023*Descriptive Data:*

Contractor may be required to travel during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with and no higher than the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification of the CO. All invoices for travel reimbursement shall be accompanied by supporting receipts.

Upon the travel request, the Contractor shall prepare and submit an estimate following the JTR rules. The Government will perform a technical evaluation and approve the costs prior to travel. Costs will be negotiated and processed under the appropriate CLIN, which is separate from the Firm Fixed Price portion of the contract.

Not-to-Exceed (NTE): \$10,000

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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3002

U

Noun: CONTRACT MANAGEMENT OFFICE - OPTION 3
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2023
Completion Date: 31 MAR 2024
Descriptive Data:
 The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.1, Contract Manager, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2023 - 31 Mar 2024

\$_____/per month x 12 Mos = \$_____

3003

U

Noun: LOGISTICS MATERIAL CONTROL ACTIVITY
 (LMCA) OPERATIONS - OPTION 3
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2023
Completion Date: 31 MAR 2024
Descriptive Data:
 The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled " Logistics for Aerospace Research and Development Operations (LAREDO)" paragraphs 1.6.2, LMCA Chief Function, 1.6.3, Customer Support Unit (CSU) Function, 1.6.4, Equipment Control Unit (ECU) Function, 1.6.5, Material Handling Unit (MHU) Function, 1.6.6, Document Control Unit Function, and 1.6.7 Automated Data Process Equipment (ADPE) Mangement Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2023 - 31 Mar 2024

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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3004

U

Noun: HAZARDOUS MATERIALS SUPPORT - OPTION 3*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2023*Completion Date:* 31 MAR 2024*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraphs 1.6.8, Munitions Section Administrative Support, 1.6.9, Munitions Section Operations Support, 1.6.10, HAZMART Operations Element, 1.6.11, Special Fuels/Propellants/Cryogenics Operations Element, and 1.6.12, Hazardous Materials Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2023 - 31 Mar 2024

\$ _____/per month x 12 Mos = \$ _____

3005

U

Noun: QUALITY ASSURANCE (QA) SUPPORT - OPTION 3*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2023*Completion Date:* 31 MAR 2024*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.13, Quality Assurance Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2023 - 31 Mar 2024

\$ _____/per month x 12 Mos = \$ _____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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3006

U

Noun: VEHICLE CONTROL SUPPORT - OPTION 3*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2023*Completion Date:* 31 MAR 2024*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.14, Vehicle Control Support Element, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2023 - 31 Mar 2024

\$_____/per month x 12 Mos = \$_____

3007

NTE \$10,000.00

Noun: TRAVEL - OPTION 3*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2023*Completion Date:* 31 MAR 2024*Descriptive Data:*

Contractor may be required to travel during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with and no higher than the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification of the CO. All invoices for travel reimbursement shall be accompanied by supporting receipts.

Upon the travel request, the Contractor shall prepare and submit an estimate following the JTR rules. The Government will perform a technical evaluation and approve the costs prior to travel. Costs will be negotiated and processed under the appropriate CLIN, which is separate from the Firm Fixed Price portion of the contract.

Not-to-Exceed (NTE): \$10,000

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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4002

U

Noun: CONTRACT MANAGEMENT OFFICE - OPTION 4
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2024
Completion Date: 31 MAR 2025
Descriptive Data:
 The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.1, Contract Manager, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2024 - 31 Mar 2025

\$_____/per month x 12 Mos = \$_____

4003

U

Noun: LOGISTICS MATERIAL CONTROL ACTIVITY
 (LMCA) OPERATIONS - OPTION 4
PSC: R706
Contract type: J - FIRM FIXED PRICE
Start Date: 01 APR 2024
Completion Date: 31 MAR 2025
Descriptive Data:
 The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraphs 1.6.2, LMCA Chief Function, 1.6.3, Customer Support Unit (CSU) Function, 1.6.4, Equipment Control Unit (ECU) Function, 1.6.5, Material Handling Unit (MHU) Function, 1.6.6, Document Control Unit Function, and 1.6.7 Automated Data Process Equipment (ADPE) Management Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2024 - 31 Mar 2025

\$_____/per month x 12 Mos = \$_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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4004

U

Noun: HAZARDOUS MATERIALS SUPPORT - OPTION 4*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2024*Completion Date:* 31 MAR 2025*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraphs 1.6.8, Munitions Section Administrative Support, 1.6.9, Munitions Section Operations Support, 1.6.10, HAZMART Operations Element, 1.6.11, Special Fuels/Propellants/Cryogenics Operations Element, and 1.6.12, Hazardous Materials Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2024 - 31 Mar 2025

\$ _____/per month x 12 Mos = \$ _____

4005

U

Noun: QUALITY ASSURANCE (QA) SUPPORT - OPTION 4*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2024*Completion Date:* 31 MAR 2025*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.13, Quality Assurance Support, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2024 - 31 Mar 2025

\$ _____/per month x 12 Mos = \$ _____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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4006

U

Noun: VEHICLE CONTROL SUPPORT - OPTION 4*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2024*Completion Date:* 31 MAR 2025*Descriptive Data:*

The Contractor shall provide services in accordance with the Performance Work Statement (PWS) entitled "Logistics for Aerospace Research and Development Operations (LAREDO)" paragraph 1.6.14, Vehicle Control Support Element, included in Section J as Attachment 1, dated 05 Sep 2019.

Period of Performance: 1 Apr 2024 - 31 Mar 2025

\$_____/per month x 12 Mos = \$_____

4007

NTE \$10,000.00

Noun: TRAVEL - OPTION 4*PSC:* R706*Contract type:* J - FIRM FIXED PRICE*Start Date:* 01 APR 2024*Completion Date:* 31 MAR 2025*Descriptive Data:*

Contractor may be required to travel during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with and no higher than the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification of the CO. All invoices for travel reimbursement shall be accompanied by supporting receipts.

Upon the travel request, the Contractor shall prepare and submit an estimate following the JTR rules. The Government will perform a technical evaluation and approve the costs prior to travel. Costs will be negotiated and processed under the appropriate CLIN, which is separate from the Firm Fixed Price portion of the contract.

Not-to-Exceed (NTE): \$10,000

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0008AA		1	F1SRQ4	F1SRQ4		ASREQ
	Noun:		LOGISTICS MATERIAL CONTROL ACTIVITY (LMCA) STANDARD OPERATING PROCEDURE (SOP			
	ACRN:	U				
	Descriptive Data:					
	Refer to CDRL A001 for delivery information and distribution list.					
0008AB		1	F1SRQ4	F1SRQ4		ASREQ
	Noun:		HAZMART STANDARD OPERATING PROCEDURE (SOP)			
	ACRN:	U				
	Descriptive Data:					
	Refer to CDRL A002 for delivery information and distribution list.					
0008AC		1	F1SRQ4	F1SRQ4		ASREQ
	Noun:		GOVERNMENT PROPERTY INVENTORY LIST			
	Descriptive Data:					
	Refer to CDRL A003 for delivery information and distribution list.					

1. FAR 52.203-03 GRATUITIES (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

2. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Oct 2010)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation

of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

3. FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Apr 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

4. FAR 52.204-02 SECURITY REQUIREMENTS (Aug 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with--

(1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and

(2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

5. FAR 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (May 2011)

(a) Definitions. As used in this clause-

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

6. FAR 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

7. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

8. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Jun 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

9. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (Jul 2018)

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

Covered article means any hardware, software, or service that--

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

10. FAR 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

applicable; (B) Affected contract number and delivery order number, if

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

11. FAR 52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (Dec 2014)

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows:

(a) The place of inspection, acceptance, and FOB is Air Force Research Laboratory (AFRL), 5 Pollux Drive, Edwards AFB, CA 93524. .

The following text is added to paragraph (c):

(c) Administrative changes such as corrections of typographical errors may be issued unilaterally by the Contracting Officer.

12. FAR 52.217-08 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to contract expiration.

13. FAR 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

14. FAR 52.223-06 DRUG-FREE WORKPLACE (May 2001)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

15. FAR 52.228-05 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

16. FAR 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (Feb 2013)

(a) As used in this clause--

"After-imposed Federal tax," means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative

action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes," includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) (1) The contract price includes all applicable Federal, State, and local taxes and duties except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be--

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

17. FAR 52.232-01 PAYMENTS (Apr 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

18. FAR 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

19. FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

20. FAR 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

21. FAR 52.242-13 BANKRUPTCY (Jul 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

22. FAR 52.242-17 GOVERNMENT DELAY OF WORK (Apr 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

23. FAR 52.245-01 GOVERNMENT PROPERTY (Jan 2017)

(a) Definitions. As used in this clause—

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor's managerial personnel” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search:
- (2) Theft:
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract

completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) Relief of stewardship responsibility and liability. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
 - (2) The data elements required under paragraph (f)(1)
- (iii)(A) of this clause.
- (3) Quantity.
 - (4) Accountable contract number.
 - (5) A statement indicating current or future need.
 - (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
 - (7) All known interests in commingled material of which includes Government material.
 - (8) Cause and corrective action taken or to be taken to prevent recurrence.
 - (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
 - (10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting

documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory

disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

24. FAR 52.245-02 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: See attachment 5 - Government Furnished Property List

Please use the "Use As Is" column to identify which of the Government Furnished Property is applicable under FAR 52.245-01 or FAR 52.245-02.

If the "Use As is" is stated "FALSE", then the GFP is applicable under FAR 52.245-01 Government Property

If the "Use As is" is stated "TRUE", then the GFP is applicable under FAR 52.245-02 Government Property Installation Operation Services

25. FAR 52.245-09 USE AND CHARGES (Apr 2012)

(a) Definitions. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has

expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) Use revocation. At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

26. FAR 52.252-02 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(es):
<http://farsite.hill.af.mil/>

27. FAR 52.252-06 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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

28. DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (Dec 1991)

(a) Definition.

"Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

29. DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

30. DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Oct 2016)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” (available via the Internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO

to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

31. DFARS 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (Dec 1991)

(a) Definition. "Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450(c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

32. DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (Mar 2016)

(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.

"Government's unit acquisition cost" means—

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's 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 Contractor's 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, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"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

See Attachment 5, Government Furnished Property List .

(ii) The following 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

See Attachment 5, Government Furnished Property List

(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 See Attachment 5, Government Furnished Property List.

(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 See Attachment 5, Government Furnished Property List.

(v) Any item not included in (i), (ii), (iii), or (iv) 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) Government's 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 TBD, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) 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.

33. DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (Aug 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

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

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm_pubs.asp).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer’s package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (4) Intellectual property or software;
- (5) Real property; or
- (6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) (A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm_pubs.asp).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparables only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

34. DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (Dec 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

- (ii) Performance-based payments;
- (iii) Commercial advance and interim payments;
- (iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
- (v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

“Electronic form” means any automated system that transmits information electronically from the initiating system to affected systems.

“Invoice payment” means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

“Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

“Receiving report” means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF).

The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

35. DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (Dec 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition

Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Destination

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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 F03000
 Issue By DoDAAC FA9300
 Admin DoDAAC FA9300
 Inspect By DoDAAC N/A
 Ship To Code F1SRQ4
 Ship From Code N/A
 Mark For Code FA9300-19-R-0003
 Service Approver (DoDAAC) F1SRQ4
 Service Acceptor (DoDAAC) F1SRQ4
 Accept at Other DoDAAC N/A
 LPO DoDAAC N/A
 DCAA Auditor DoDAAC N/A
 Other DoDAAC(s) N/A

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.
 Andrew Williams, andrew.williams.35@us.af.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

36. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (Apr 2014)

(a) Contract line item(s) TBD is/are incrementally funded. For this/these item (s), the sum of TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any

event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	TBD
TBD	TBD
TBD	TBD
TBD	TBD

37. DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (Dec 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including—

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract, and

(2)(i) If the levy may result in an inability to perform the contract and a lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

38. DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (Jun 2013)

(a) Definitions. As used in this clause—

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the

course of their duties.

39. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (Dec 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including----

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

40. DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (Jun 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

41. DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Apr 2012)

(a) Definitions. As used in this clause—

“Government-furnished property” is defined in the clause at FAR 52.245-1, Government Property.

“Serially-managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

(b) The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items).

(c) The Contractor is not required to tag, label, or mark Government-furnished property previously tagged, labeled, or marked.

42. DFARS 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (Dec 2017)

(a) Definitions. As used in this clause—

“Government property” is defined in the clause at FAR 52.245-1, Government Property.

“Loss of Government property” means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to—

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For Contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Defense Contract Management Agency (DCMA) eTools software application for reporting loss of Government property. Reporting value shall be at unit acquisition cost. The eTools “LTDD of Government Property” toolset can be accessed from the DCMA home page External Web Access Management application at <http://www.dcmil.mil/WBT/propertyloss/>

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of

low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to—

- (i) Theft;
- (ii) Inadequate storage;
- (iii) Lack of physical security; or
- (iv) “Acts of God.”

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

43. DFARS 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Apr 2012)

(a) Definitions. As used in this clause—

“Acceptable property management system” means a property system that complies with the system criteria in paragraph (c) of this clause.

“Property management system” means the Contractor’s system or systems for managing and controlling Government property.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable property management system. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria. The Contractor’s property management system shall be in accordance with paragraph (f) of the contract clause at Federal Acquisition Regulation 52.245-1.

(d) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor’s property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor’s response and notify the Contractor, in writing, of the Contracting Officer’s final determination concerning—

- (i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

44. DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (Dec 2017)

(a) Definitions. As used in this clause—

(1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes—

(i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) "Ineligible transferees" means individuals, entities, or countries—

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed.

Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmil.com/WBT/PCARSS>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) N/A require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) N/A require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser—

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

45. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Feb 2019)

(a) Definitions. As used in this clause—

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall-

(1) Notify the Contracting Officer of that fact; and

(2) Comply with all the terms and conditions of this clause.

(i) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	7	30 OCT 2019	DD FORM 1423, NON-DD 250 DATA
ATTACHMENT 1	57	22 OCT 2019	LOGISTICS FOR AEROSPACE RESEARCH AND DEVELOPMENT OPERATIONS (LAREDO) PERFORMANCE WORK STATEMENT (PWS)
ATTACHMENT 2	19	02 AUG 2019	SCA WAGE DETERMINATIONS
ATTACHMENT 3	11	18 JUN 2019	DD 254, DEPT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION
ATTACHMENT 4	15	30 OCT 2019	ADDITIONAL CLAUSES
ATTACHMENT 5	2	22 OCT 2019	GOVERNMENT FURNISHED PROPERTY (GFP) LIST
ATTACHMENT 6	8	16 SEP 2019	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 7	44	30 OCT 2019	SOLICITATION PROVISIONS
ATTACHMENT 8	2	30 OCT 2019	LAREDO SCENARIO

Exhibit-A: “DD FORM 1423, EXHIBIT A, NON-DD 250 DATA”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: October 30, 2019

This attachment including the cover page consists of 7 pages

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved 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 the burden, to the Department of Defense, Executive Services and Communications 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. X003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>MGMT</u>					
D. SYSTEM/ITEM LAREDO			E. CONTRACT/PR NO. FA9300-19-R-0003		F. CONTRACTOR TBD - Will be input at contract award				
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM BRIEFING MATERIAL				3. SUBTITLE LMCA Standard Operating Procedure (SOP)				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81605/T			5. CONTRACT REFERENCE PWS 1.6.2.4		6. REQUIRING OFFICE AFRL/RQIL (COR)				
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASGEN		12. DATE OF FIRST SUBMISSION 60 Days After Award		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE	b. COPIES		
						Draft	Final		
							Reg	Repro	
16. REMARKS Block D: Reserved for Long Title that cannot fit in Block D. Block 4: Data Item Description (DID) located at: https://quicksearch.dla.mil/qsDocDetails.aspx?ident_number=209511 See DID sections below. Modify DID paragraphs as follows: Requirements: The Standard Operating Procedure (SOP) is pre-existing in Microsoft Word located on Sharepoint. Paragraph 2 (Content), Tailored (T): The SOP shall include a Table of Contents with Section titles (headings) and the page number of the section. The headings below are not exhaustive. To accommodate future AFRL reorganization, section titles shall be added. Section Title: LMCA Operations Overview STANDARD OPERATING PROCEDURES (SOPs) Logistics Material Control Activity (LMCA Chief) Automated Data Process Equipment (ADPE) Control Unit Equipment Control Unit (ECU) Customer Service Unit (CSU) Material Handling Unit (MHU) PURCHASING Purchase Requests (NON-ADPE) CONTRACT PURCHASE REQUEST OF EQUIPMENT Hazardous Material Purchases RECEIVING AND SHIPPING Receiving Local Deliveries, Base Information Transfer Service (BITS) Receiving Freight Deliveries Receiving Software Receiving Tank/Vessel/Cylinder (New/Used/Refurbished) for Project Support Receiving Hazardous Material (HAZMAT/HM) Shipping NEW EQUIPMENT IN PROCESSING New Equipment Procedure (Non ADPE) New Equipment Procedure For Automated Data Processing Equipment (ADPE) Logistic Support Stock (LSS) TEMPORARY STORAGE AREA (TSA) LONG TERM STORAGE AREA (LTSA) CONTINUED ON NEXT PAGE*****						AFRL/RQIL COR			
15. TOTAL						0	0	0	
G. PREPARED BY WILLIAMS.ANDREW W.R.1177135093			H. DATE 4 June 2019		I. APPROVED BY SPOTTS.DEBORAH.A.1 231874611		J. DATE 4 June 2019		
Digitally signed by WILLIAMS.ANDREW.R.1177135093 Date: 2019.06.04 08:21:42 -07'00'					Digitally signed by SPOTTS.DEBORAH.A.1231874611 Date: 2019.06.04 09:36:02 -07'00'				

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST*(1 Data Item)*

A. CONTRACT LINE ITEM NO. X003	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>MGMT</u>	
D. SYSTEM/ITEM LAREDO	E. CONTRACT/PR NO. FA9300-19-R-0003	F. CONTRACTOR TBD - Will be input at contract award	

16. REMARKS *(Continued)*

Section Titles (CONTINUED)

EDUCATION PARTNERSHIP AGREEMENT (EPA) AND COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)

ANNUAL INVENTORY

EQUIPMENT ACCOUNTABILITY ELEMENT (EAE)

ADPE INVENTORY

SUB-CUSTODIAN ANNUAL INVENTORY

EQUIPMENT ACCOUNT TURN-IN

ADPE EXCESS/DRMO TURN IN

HAND RECEIPTS for Turn-In Process

DLA DRMO PROCESS

DISPOSITION OF L AND P STOCK NUMBERS OF HIGH VALUED COMPONENTS CONTAINING MILITARY CRITICAL TECHNOLOGIES

TRANSFERS

AFRL EQUIPMENT TRANSFER (FROM ONE EQUIPMENT ACCOUNT TO ANOTHER)/TRANSFER EQUIPMENT TO AN EXTERNAL ACCOUNT OUTSIDE OF AFRL TO ANOTHER BASE

ADPE TRANSFER (FROM ONE ACCOUNT TO ANOTHER)

REPORT OF SURVEYS (ROS)

Report of Surveys For Equipment Procedure

ADPE Report of Survey Procedures

PRECIOUS METAL PROGRAM

DEFINING EQUIPMENT ITEMS (Ref. AFRLI 23-101)

EQUIPMENT MAJOR CATEGORIES

EQUIPMENT CLASSIFICATION

Contractor Acceptance of Delivery Authorization

RDO Equipment Transfer Request Form

Temporary Storage Area (TSA) Letter Memo Template

Attachment 1 – Abbreviations and Acronyms

Block 13: Annually [As revisions (changes, additions, deletions) occur to accommodate future AFRL reorganization].

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188													
<small>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 the burden, to the Department of Defense, Executive Services and Communications 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.</small>																			
A. CONTRACT LINE ITEM NO. X004		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>MGMT</u>															
D. SYSTEM/ITEM LAREDO			E. CONTRACT/PR NO. FA9300-19-R-0003		F. CONTRACTOR TBD - Will be input at contract award														
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM BRIEFING MATERIAL				3. SUBTITLE HAZMART Standard Operating Procedure (SOP)														
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81605/T			5. CONTRACT REFERENCE PWS 1.6.11.1		6. REQUIRING OFFICE AFRL/RQIL (COR)														
7. DD 250 REQ NO NO	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASGEN		12. DATE OF FIRST SUBMISSION 60 Days After Award		14. DISTRIBUTION													
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">a. ADDRESSEE</th> <th colspan="3" style="text-align: left;">b. COPIES</th> </tr> <tr> <td></td> <td style="text-align: center;">Draft</td> <td colspan="2" style="text-align: center;">Final</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Reg</td> <td style="text-align: center;">Repro</td> </tr> </table>		a. ADDRESSEE	b. COPIES				Draft	Final				Reg	Repro
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16. REMARKS Block 4: Data Item Description (DID) located at: https://quicksearch.dla.mil/qsDocDetails.aspx?ident_number=209511 See DID sections below. Modify DID paragraphs as follows: Requirements: The Standard Operating Procedure (SOP) is pre-existing in Microsoft Word located on Sharepoint. Paragraph 2 (Content), Tailored (T): The SOP shall include a Table of Contents with Section titles (headings) and the page number of the section. The headings below are not exhaustive. To accommodate future AFRL reorganization, section titles shall be added. 1.0 HAZMART HAZMAT Tracking Activity (HTA) and Hazardous Waste Accumulation Site (AP) 1.1 Location 1.2 Facility Design and Support Equipment 2.0 Responsibilities 3.0 Hours of Operation 4.0 General Operation Requirements 4.1 Personal Protective Equipment 4.2 Equipment 4.3 Safety and Health 4.4 Fire Prevention 4.5 Security 4.6 Training 5.0 Ordering/Receiving, Transfer and Storage of Hazardous Materials 6.0 Receiving, Transfer, and Storage of Hazardous Waste 6.1 Acceptance of Wastes 6.2 Handling of Wastes 6.3 Storage of Wastes 6.4 Hazardous Waste Turn-In 7.0 Unused HAZMAT/HAZWASTE Disposal 7.1 Satellite Collection Points 7.2 Unknown Wastes 7.3 Unused Hazmat CONTINUED ON NEXT PAGE*****						AFRL/RQIL COR		1											
						AFTC/PZRB		1											
						15. TOTAL →						0	2	0					
						G. PREPARED BY WILLIAMS.ANDREW W.R.1177135093		H. DATE 4 June 2019		I. APPROVED BY SPOTTS.DEBORAH.A.1 231874611		J. DATE 4 June 2019							

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST*(1 Data Item)*

A. CONTRACT LINE ITEM NO. X004	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>MGMT</u>	
D. SYSTEM/ITEM LAREDO		E. CONTRACT/PR NO. FA9300-19-R-0003	F. CONTRACTOR TBD - Will be input at contract award

16. REMARKS *(Continued)*

CONTINUED

8.0 Business Plan
9.0 EESOH-MIS Reports
10.0 Rag Recycling Program
11.0 Facility Maintenance, Inspections, and Supplies
12.0 Record-keeping and Documentation
13.0 EMERGENCY AND SPILL CONTINGENCY PROCEDURES
13.1 Evacuation
13.2 Minor Spills
13.3 Major Spills
13.4 Fire
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13.6 Emergency Services
13.7 Windstorm
13.8 Lightning
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ATTACHMENTS

- 1 Map
- 2 1800 Operator's Inspection Guide and Trouble Report
- 3 Safety Plan of Action
- 4 Hazardous Waste Labeling Instruction
- 5 Hazardous Waste Profile Sheet
- 6 2005 Waste Turn-In Document
- 7 Hazardous Waste Inventory Sheet
- 8 Daily Operational Checklist
- 9 Weekly Inspection Checklist
- 10 Monthly Inspection Checklist
- 11 Monthly Dry Chemical Inspection Checklist
- 12 Evacuation Map

Block 13: Annually [As revisions (changes, additions, deletions) occur to accommodate future AFRL reorganization].

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188			
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D. SYSTEM/ITEM					E. CONTRACT/PR NO.				F. CONTRACTOR				
1. DATA ITEM NO.		2. TITLE OF DATA ITEM							3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.)					5. CONTRACT REFERENCE				6. REQUIRING OFFICE				
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
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G. PREPARED BY					H. DATE		I. APPROVED BY					J. DATE	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST*(1 Data Item)*

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____
D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR

16. REMARKS *(Continued)*

Attachment -1: “PERFORMANCE WORK STATEMENT (PWS)”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: October 22, 2019

This attachment including the cover page consists of 57 pages

PERFORMANCE WORK STATEMENT (PWS)

FOR

**LOGISTICS FOR AEROSPACE RESearch AND DEVELOPMENT OPERATIONS
(LAREDO)**

AT

EDWARDS AFB, CA

22 OCTOBER 2019

LAREDO

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- 1.3 Inherently Governmental Function
- 1.4 Period of Performance
- 1.5 Place of Performance
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- 1.7 Historical Data
- 1.8 Minimum Qualifications
- 1.9 Deliverables
- 1.10 Contractor Travel
- 1.11 Contractor Phase-In and Phase-Out Transition

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- 2.3 Government Quality Assurance
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- APPENDIX 4 Applicable Directives and Forms

SECTION I

1.0 GENERAL INFORMATION:

1.1 General. This is a non-personnel services contract to provide LOGISTICS FOR AEROSPACE RESEARCH AND DEVELOPMENT OPERATIONS (LAREDO). The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks under this contract. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. Additionally, under no circumstances shall the Government direct the purchase of materials or equipment on this contract. Purchases should be made at the discretion of the Contractor for contractual needs covered by the work to be performed as outlined in the Performance Work Statement (PWS). It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services, and additionally to ensure that material/equipment purchases are made in accordance with this PWS. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. Additionally, it is the Contractor's responsibility to report to the CO all inappropriate direction by the Government to procure materials/equipment to which the Contractor does not have direct use for on this contract. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1.1 Description of Services. The Contractor shall provide all on-site management, personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform LAREDO as defined in this PWS except for those items specified as Government Furnished Property (GFP) and services. The Contractor shall perform to the standards in this PWS and may require specialized knowledge of logistics and/or hazardous materials. This includes the planning, coordination, and surveillance of the activities necessary to ensure disciplined work performance and timely resources application to accomplish all tasking under the contract. The Contractor shall be responsible for maintaining communication with the CO, the Contracting Officer's Representative (COR) and the Government Program Manager (GPM), and to immediately notify CO, COR, and GPM of any problems that would prevent timely performance of this contract. The Contractor is responsible for and required to implement, and maintain management control systems necessary to plan, organize, direct, and control all activities under this contract.

1.1.2 Objectives. The objective of this contract is to provide Air Force Research Laboratory (AFRL) with the capability to support a variety of logistics services required to sustain site Research and Development (R&D) operations. In support of this mission, the RQI Mission Support Division and RQIL Logistics Support Branch provide logistics support to service Logistics Material Control Activity (LMCA) operations, Munitions [Munitions Section operations, HAZMART (Pharmacy) operations, and Special Fuels/Propellants/Cryogenics operations], Vehicle Control support, Quality Assurance (QA) technical support, and Hazardous Materials (HAZMAT) support.

1.1.2.1 LMCA operations are located at Building 8460. This facility provides more than 43,000 square feet (sq ft.) of warehouse space which supports the general incoming and outgoing of material shipments and deliveries for the site. Additionally, this facility supports short, medium, and long-term indoor and outdoor storage for numerous types of materiel. LMCA activities include management, control, and distribution of required material such as the processing of supply and equipment requisitions, purchase requests, inventory, receipt and delivery of material, material storage, and disposition of scrap or excess material. Other LMCA activities include maintaining equipment authorized accountability requirements (Inventory Management), Defense Property Accountability System (DPAS), and Automated Data Processing Equipment (ADPE) records.

1.1.2.2 The Munitions Section, Special Fuels/Propellants/Cryogenics Operations Element, Vehicle Control Support Element, and Quality Assurance Support Element encompasses several facilities. Building 8354 provides

office-work space for Government, military and contract support personnel. Area 1-38 provides secured munitions storage facilities with over 7,200 sq ft of environmentally controlled storage space and a large operations facility. Area 1-39 provides secured storage facilities for bulk special fuels/propellants, gas cylinders and trailers and has over 6000 sq ft of covered storage space. Four of these storage facilities are equipped with spill containment and recovery systems. In addition, there is an environmentally controlled storage/warehouse facility over 600 sq ft of storage space. Section activities include stockpile management, receipt, material inventory and control, transportation/delivery, and shipping and receiving. In addition, this section will inspect and maintain gas cylinders, process cylinder orders, and validate special fuels/propellant/cryogenic account rates and charges.

1.1.2.3 The HAZMART is located in building 8425. This facility has an office area and a large warehouse and secure outdoor storage area along with nine environmentally controlled lockers for chemical and waste storage. HAZMART activities include operating the HAZMART facility [including acting as our site HAZMART Hazardous Material Management Process (HMMP) team representative] hazardous material request processing, receipt/issue and warehousing, site-wide material inventory and control, and hazardous waste management.

1.1.2.4 Quality Assurance (QA) and Vehicle Control support are also located in bldg. 8354. Activities for QA support include management of office activities, Records Professional functions, digitizing plans, reports and technical data and management of technical data, scheduling conference room and Information Technology (IT) support for Video Teleconferencing (VTC), and the assembling and posting of monthly QA summaries. Activities for Vehicle Control support include document control, notifying users and tracking required maintenance and recalls, spot checking Vehicle Control Officer (VCO) program for compliance, coordination of vehicle deliveries, mobile maintenance, assisting VCO manage Wright Express (WEX) card program, coordinating fuel pump, air compressor, and wash rack repair with base agencies, serving as point of contact (POC) and actioner with Edwards Logistics Readiness Squadron (LRS) for vehicle deliveries, mobile maintenance, GSA vehicle preventative maintenance, VCO program changes and VCO program inputs to Edwards LRS.

1.1.2.5 Hazardous Materials Support provides assistance in support of site hazardous material activities. This includes implementing base and site Unit Environmental Control (UEC) and HMMP team policies, identifying to UEC, potential new hazardous materials shops and hazardous waste Initial Accumulation Points (IAP), drafting/updating contingency plans, identifying new or modified waste streams and conducting inspections of hazardous materials shops and Accumulation Points (AP) and IAPs.

1.2 Background. The overall mission of the AFRL is to lead the discovery, development, and integration of affordable aerospace warfighting technologies, planning and executing the Air Force science and technology program, and providing warfighting capabilities to United States air, space, and cyberspace forces. Within AFRL, the Aerospace Systems Directorate's (RQ) mission is to create and transition propulsion and power technology for military dominance of air and space. AFRL is located approximately ten miles east of Edwards AFB main base complex, however, the driving distance between the Edwards AFB host unit activities and AFRL via established roadways is approximately 30 miles. The research site employs a combination of approximately 600 military, Government and Contractor personnel.

1.3 Inherently Governmental Function. The Contractor shall not perform inherently governmental functions as defined in FAR Subpart 7.5 in relationship to this PWS.

1.4 Period of Performance. This is a five (5) year contract with one (1) basic year and four (4) option years.

1.5 Place of Performance. The Contractor shall perform the services in this PWS at AFRL located on a remote section of Edwards Air Force Base, CA.

1.6 Specific Functions: (SS-01)

1.6.1 **Contract Manager (on-site)**

1.6.1.1 The Contractor shall assign an on-site Contract Manager (CM) during the phase-in who will be responsible for daily oversight of Contractor employees and services. The Contractor shall designate an alternate POC who shall be authorized to address issues and concerns when the CM is off-site. The names of these personnel shall be designated in writing to the CO and have full authority to act for the Contractor on all matters relating to daily contract operations at AFRL. The CM/alternate shall be available during normal duty hours to meet with the COR to discuss problem areas. The CM shall participate in quality improvement initiatives, meetings, training, etc., as required by this PWS. The CM will monitor the progress of the overall contract and provide quality and schedule controls when applicable.

1.6.1.2 The Contractor is responsible for the identification and utilization of the best available resources to complete each task and will ensure the following general requirements are provided:

1.6.1.2.1 Ensure all contract personnel respond to customers in a timely, professional and courteous manner.

1.6.1.2.2 Provide all forklifts, vehicles, pallet jacks, dollies, banding machines, and any other equipment necessary to complete the PWS.

1.6.1.2.3 Ensure all personnel be trained in warehousing practices [consistent with the Department of Defense (DoD) Manual 4140.70 *DoD Supply Chain Material Management Procedures For Storage Handling*] and qualified to operate vehicles, forklifts and material handling equipment (MHE).

1.6.1.2.4 Coordinate site visitor request authorizations through the GPM or COR. Provide escort for those visitors as necessary to support PWS.

1.6.1.2.5 Provide Unit Records Professional services and manage inventory of records (file plans) in accordance with (IAW) AFMAN 33-363, *Management of Records*, AFI 33-322, *Records Management Program*, AFRL supplement and local written instruction.

1.6.1.2.6 Comply with AFRLI 21-101, *Logistics Maintenance Management*, to implement the following logistics programs; Test Measurement and Diagnostic Equipment (TMDE), Electrostatic Discharge (ESD), Preventative Maintenance Inspection (PMI), Foreign Object Damage (FOD) Control, Tool and Equipment Management.

1.6.1.2.7 Perform and document operator inspection/maintenance on vehicles and equipment IAW DoD, AF and local guidance.

1.6.1.2.8 Ensure storage, maintenance and administrative facilities are clean and organized and facility maintenance/repair requirements are submitted to Government Facility Managers. Keep Facility Managers apprised of any appointments, maintenance or repairs completed by Civil Engineering (CE) or CE Contractors.

1.6.1.2.9 Submit a trip report to the COR within ten (10) business days of trip covering purpose, benefit to contract performance. At a minimum, the report must contain the name of the employee, date(s) of trip, site visited, purpose of trip, discussion highlights, and benefit to task order performance.

1.6.1.3 The CM will develop a Safety and Health Plan (see Section 4.8.1). Safety and Health reviews, audits, and inspections shall be conducted IAW this plan. The plan will be in compliance with Occupational Safety & Health Administration (OSHA) rules and regulations.

1.6.1.4 The Contractor shall immediately implement all Guidance/Instruction Changes to an identified guidance/instruction (i.e. AFI, AFMAN, OI, etc.) which does not result in additional cost to the Contractor. If an additional cost is anticipated/determined, the Contractor shall notify the CO and provide a cost estimate, stating the change due to appropriate guide/instruction. The Contractor shall not implement a change affecting contract costs without written approval from CO.

1.6.1.5 Information generated and maintained under this contract, to include Government-furnished information, must be available for Government review upon request. The Contractor stipulates; any documents or information collected as a result of efforts under this contract is property of the US Government and shall not be released either formally or informally without Government consent. Any Contractor produced documentation considered Government official records, shall be maintained IAW AFMAN 33-363, and AF Records Management System.

1.6.2 LMCA Chief Function

1.6.2.1 Designation of LMCA Chief. The Contractor shall designate an employee, the LMCA Chief, for appointment by the Site Commander as the Primary Equipment Custodian as well as provide full-time on-site management of the day-to day operations of the LMCA and LMCA Chief functions necessary to create and maintain a smooth and continuously functioning LMCA operation at RQ-West. The Contractor shall also designate primary and alternates for CSU, ECU and MHU functions.

1.6.2.2 Point of Contact. The Contractor shall serve as the point of contact for the Commander on materiel matters and policies as they affect the mission. Provide orientation as requested to each new Commander or Director. The LMCA Chief shall be the AFRL Site focal point for equipment and Materiel Management functions and be the AFRL Site liaison with the Logistics Readiness Squadron (LRS) and other external logistics support activities.

1.6.2.3 Responsible for equipment within the AFRL/RQ-West organization IAW AFRLI 23-101 and AFI 23-101 or any other applicable regulation. Request establishment, cancellation or changes to equipment detail records Pin DPAS. Ensure all *Management Internal Control Toolset* (MICT) self-inspection checklists are run, updated and all supporting data uploaded to data system within 30 days of notification. (SS-L01)

1.6.2.4 The LMCA Chief will write, deliver, update and maintain a Standard Operation Procedure (SOP) for all LMCA activities. This document will be reviewed and updated annually as a minimum to ensure compliance with regulations and any changes in processes that occur. AF COR is coordinated with when changes occur. (CDRL A001)

1.6.2.5 The LMCA chief will provide a master listing for all equipment, Logistic Support Stock (LSS) and ADPE accounts, to include account number, Sub custodian names, due date of annual inventory, status of annual inventory, 10% inventory spot check and due date. The Contractor shall update master listing monthly.

1.6.2.6 The LMCA chief will ensure that before any equipment that may have contained hazardous waste or material be accepted at LMCA, equipment must be emptied/cleaned and have a "clean certification" provided by the using organization.

1.6.2.7 The LMCA Chief will maintain a Custodian Authorization Custody Receipt Listing (CA/CRL) Jacket Folder. Maintain an updated copy of the EC and sub-custodian(s) appointment letter(s). Other appointment letters filed separately include ADPE and LSS. The LMCA chief will provide a monthly report to ensure all sub-custodians on all accounts are current. If a sub-custodian departs the LMCA chief has 15 days to contact the appropriate branch and generate new appointment letter(s).

1.6.2.8 Ensure required accountable equipment items have an appropriate label attached.

1.6.2.9 A floor-to-book, book-to-floor inventory will be accomplished per Higher Headquarters (HHQ) guidance, and items that meet APSR criteria will be added to DPAS. The Contractor shall provide documentation that a floor-to-book and book-to-floor was accomplished by the sub-custodians after completing the annual inspection.

1.6.2.10 Acts as the local AFRL Loan Control Officer (LCO) in the Government Furnished Property Process as described in AFI 23-119.

1.6.2.11 The LMCA Chief self-performs Equipment Accountability Element (EAE), Organizational Visits IAW AFMAN 23-122, para 5.4.1 and 9.2.3.7.

1.6.2.12 Sub-Custodian Briefing: The Contractor shall institute a customer-orientation and briefing program to make sure equipment sub-custodians; supply representatives, and support personnel are familiar with Air Force Materiel Command (AFMC) supply and equipment procedures. The Contractor shall document initial, annual, and as required training. Contractor shall schedule, conduct and document all training.

1.6.2.13 Primary Equipment Custodian: The Contractor shall act as Primary Equipment Custodian to include appointing in writing the Equipment Control Unit (ECU) personnel as their alternate. The LMCA Chief may appoint additional alternates.

1.6.2.14 Consolidated Custody Receipt: The Contractor shall annually review the Consolidated Custody Receipt List (R14/R23 as required) attached to report.

1.6.2.15 Inspections: The Contractor shall receive, brief, and coordinate with Government auditors, staff assistance teams, Inspector General Teams, and others. Such briefings shall include key management indicators of account operations. The COR shall be notified of all such visits and may be present during briefings/visits.

1.6.2.16 Report of Survey: The Contractor shall perform assigned portions of the Report of Survey (ROS) program for lost, stolen, damaged or destroyed property (Consolidated Custody Receipt List R14/R23). Coordinate ROS actions through the appropriate base equipment control office and the base financial management IAW DoD 7000.14-R, *Financial Management Regulation*, Volume 12, Chapter 7.

1.6.2.17 Perform duties of Infrastructure Monitor. The Contractor shall function as Infrastructure Monitor, and shall be responsible for performing the following duties: monthly inspections of the assigned building or facility and its installed equipment with particular attention to doors, windows, eye wash station, weed abatement, lights, plumbing, heating, fire extinguishers, ventilation and air conditioning equipment. The Contractor shall notify the Government of items in need of maintenance and repair within the building and surroundings.

1.6.2.18 The Contractor shall manage the AFRL precious metals program as required by Edwards AFB.

1.6.3 Customer Support Unit (CSU) Function:

1.6.3.1 Researching Requests: The Contractor shall use WebFlis, FEDLOG, D043 (a G used databases to research request documents) to provide part numbers, stock numbers and any other required information on all supply and equipment requests on all purchases at RQ-West to include Government Purchase Card (GPC) card holders, and on-site Contractors without a property plan. After research is completed the Contractor shall authorize requested requisition through the appropriate purchasing channel. The Contractor shall also conduct a quality control process, and control documents that are required to request support from the LRS or other agencies

and DPAS-related function with AFRL/DSO. Oversee documents used to request items within locally developed GPC SharePoint site and ensure special projects are ordered using a Job Order Number (JON).

1.6.3.2 Receipt of Supply and Equipment Requests: The Contractor shall receive supply and equipment requests and review the form(s) (i.e. AF Form 601, AF Form 9, AFMC Form 36, AF 2005 and DD 1348 -6 or through the locally developed SharePoint site) for accuracy. Resolve all discrepancies with the requester within two workdays, prior to submittal to the appropriate agency. Maintain current internal suspense file for equipment requests that result in the acquisition of USAF accountable equipment.

1.6.3.3 Review of Requisitions: On a weekly basis, the Contractor shall review all requisitions through LRS only if applicable. The Contractor shall initiate follow-up action on requisitions when:

- The item is in memo-due in/out status;
- There is no positive supply status;
- The estimated delivery date (EDD) is not satisfactory to meet the mission requirement;
- Requisition status notice indicates erroneous data;
- Reviews D23 report daily if there are DIFM details.

1.6.3.4 Monitor Transaction Status: The Contractor shall review daily transaction status and shall work with LRS when applicable transaction rejects or if discrepancies exist in DPAS. The Contractor shall initiate corrective action within three days after discovery of discrepancies or irregularities with the appropriate agency.

1.6.3.5 Coordination of Effort:

1.6.3.5.1 Coordinate the approval for the use of locally developed LMCA forms with the LMCA COR.

1.6.3.5.2 Coordinate reportable (R14) equipment acquisitions with the LRS per AFMAN 23-122, IAW local procedures or the LRS-LMCA Memorandum of Understanding.

1.6.3.5.3 Coordinate required DPAS cataloging action with AFRL/DSO.

1.6.3.5.4 Coordinate and ensure the appropriate APSR records are established and LMCA will have seven duty days to enter accountable R14 items into DPAS from date of receipt.

1.6.4 Equipment Control Unit (ECU) Function:

1.6.4.1 Control and Accountability of Government Property:

1.6.4.1.1 The Contractor shall control and maintain accountability for all Government property, including, safeguarding, issuing and storage (if applicable) after receipt. Process transactions, quality control documentation, ensure organizations properly prepare property; transport property. Provide initial and recurring training to sub-custodians. ECs will complete annual refresher training. Ensure R14 and Commander's Visibility Report R15 (equivalent) laboratory equipment is received and processed within 7 business days. The Contractor shall use DPAS to track and manage equipment accountability and process equipment transactions. The Contractor shall provide a monthly status report for all transactions to include status for all LRS request transactions.

1.6.4.1.2 The Contractor shall ensure pictures of all accountable equipment are available to each sub custodian and accessible for use by account.

1.6.4.2 Appointment of Primary and Alternate Sub-Custodians. The Contractor shall ensure primary and alternate sub-custodians appointments are provided in writing by their individual organization. This shall be done

initially and/or when there is a change in the primary or alternate sub-custodian. Ensure the equipment sub-custodians conduct a complete annual book to floor/ floor to book inventory.

1.6.4.3 Technical Transfer Accountability: Review all EPAs, Cooperative Research and Development Agreements (CRADAS) and Commercial Test Agreements (CTA) to ensure all equipment is loaned or donated properly IAW AFI 61-301. Contractor shall ensure all loaned or donated property is processed through LMCA to include ADPE. Annually review lease, loan and donation agreements of Government equipment to Non-Government Agencies (NGA).

1.6.4.4 Equipment Turn-in: Contractor shall process all equipment turn-ins within 45 days of receiving the item. The Contractor shall turn-in equipment to base supply, Defense Logistics Agency Disposition Services (DLADS) or other recipients as identified. The Contractor shall not accept any equipment that contains hazardous materials. All turn-ins must have the proper certifications stating the equipment is free from contamination. (SS-L02)

1.6.4.5 Ensuring Accountability of CA/CRL: The Contractor shall enter applicable information for L/P assets into DPAS and controlled items (COMSEC, etc) into the Integrated Logistics Supply System (ILS-S). LMCA may retain unofficial records in DPAS for internal purposes. Ensure accountable items are listed on the CA/CRL Inventory (R14), or if applicable, the Organizational Visibility List (R15), obtain an updated and signed Custodian Authorization/Custody Receipt Listing (CA/CRL) annually, upon change of custodian, and/or when requested by the equipment custodian. For Base Supply requested items inform the sub-custodian of document number and status of request. Identify the COMSEC items that must be tracked within the COMSEC Material Control System (CMCS) and follow procedures for accountability. Ensure all COMSEC items are authorized under ASC 658. Maintain a list of primary and alternate sub-custodians and due dates of annual inventory inspections to include completion dates IAW AFI 23-101.

1.6.4.6 The Contractor shall also conduct an annual equipment sub-custodian account walk-through for a random 10% of all accountable assets inspection for each subaccount. The Contractor shall document the scheduling and completion.

1.6.4.7 Equipment Documentation: The Contractor shall prepare an AF Form 2005, *Issue/Turn-in Request*, AF Form 601, *Equipment Action Request*, or other local process, obtains required signatures, enters the request on AF 126, *Custodian Request Log*. LMCA will process the transaction(s), ensure the item is entered in the DPAS catalog, and return a completed copy to the sub-custodian. The Contractor shall ensure correct disposition of these files IAW AFI 33-364, *Records Disposition - Procedures and Responsibilities*. Review and screen DPAS or ILS-S management products, for accuracy and discrepancies; follow-up and take corrective actions. Determine the frequency of the "as required" reports and coordinate each month with the LRS or Regional Supply Squadron, to ensure all needed reports and listings are scheduled on the monthly master computer schedule.

1.6.4.8 Account Transfers, Consolidations and Management: The Contractor shall prepare and submit requests to consolidate or merge equipment accounts, or transfer of equipment items from one account to another. Transfer shall be accomplished within five workdays of request.

1.6.4.9 Government-Furnished Equipment/Contractor-Acquired Property(GFE/CAP): The Contractor shall manage GFE/GFP and CAP IAW AFI 23-119 and AFRLI 23-101 and will also follow Federal Acquisition Regulations. GFE/GFP and CAP Accountable equipment must be maintained in DPAS.

1.6.5 Material Handling Unit (MHU) Function

1.6.5.1 Holding Areas:

1.6.5.1.1 Temporary Storage Area - The Contractor shall store supplies and equipment in assigned storage areas. Perform inventories and warehouse surveillance for Temporary Storage Areas, operate and maintain storage areas, holding areas and flammable storage cabinets if applicable.

1.6.5.1.2 In-Transit Property Areas (IPA). The Contractor shall use and IPAs to store equipment and supplies awaiting Turn-In, Operate and maintain IPA.

1.6.5.1.3 Project Holding Areas (PHA). The Contractor shall use a PHA for staging supplies/materials in advance of starting a specific research project.

1.6.5.1.4 The Contractor shall use TSA, IPA and PHA and all materials must be segregated/not co-mingled and clearly marked. The items must be properly tagged to identify noun, condition, and identification and listed on a report. This report must be posted within the immediate area or made available easily upon request. The items must be stored properly to prevent damage and safe handling. The Contractor shall notify the Branch Chief if item deteriorates into an unsafe condition. Maintain disposition status for items in the TSA/IPA. Document all movement of materials in and out of the holding areas with the appropriate forms. For example, using AF Form 1297. The Contractor shall document the movement by marking the location of each item that is moved to/from a holding area.

1.6.5.2 Release of Equipment: The Contractor shall release property received to the appropriate equipment custodian or equipment control officer, and obtain signed receipt documentation. Ensure all APSR items that meet accountability property record requirements are processed and loaded into DPAS upon delivery. The Contractor shall submit a DPAS Cataloging Action Request within five work days. Perform an inspection of the item for damage and match against requisition document. Notify purchaser if there is any damage or discrepancy. Ensure items marked as Electrostatic Discharge (ESD) sensitive are opened within the proper environment by ESD trained personnel.

1.6.5.3 Logistics Support Stock (LSS): The Contractor shall act as the focal point to ensure the establishment of LSS. Coordinate LMCA Chief Approval all requests for LSS. Conduct annual inspection of LSS and LSS Plans. Establish and maintain an annual LSS inspection schedule.

1.6.5.4 The Contractor shall ensure that LSS stock is accountable at the shop/laboratory level and that the LSS are expendable/consumable materials needed to support research operations. The Contractor shall ensure LSS stock is stored in an organized/labeled manner and not comingled with other items like equipment, TMDE, administrative supplies, etc. The Contractor shall ensure the shop/Laboratory has an internal method to monitor contents and levels and replenish used quantities as required. The LSS must have an inventory list with the name and bin location of each item. All LSSs require a Support Stock Plan.

1.6.5.5 The Contractor shall ensure the LSS plan (IAW AFRLI 23-101) is approved by the Branch Chief/equivalent and updated/re-approved at least annually. The plan shall contain the following elements:

- Requesting Activity (Office Symbol, Organization code);
- Stock Location (Building Number, Room Number, Subdivision);
- Primary Stock Monitor (Name, Rank/Grade, and Phone Number);
- Alternate Stock Monitor (Name, Rank/Grade, and Phone Number);
- Approximate Number Working Stock Line Items;
- NSN and/or part number, if known;
- Item name;
- Date Established, Date Reviewed, Date of Next Review;
- Signature of approval authority/official;
- Review signature and date.

1.6.5.6 Central Receiving Point: The Contractor shall establish a central receiving point to receive supplies and equipment ordered by the RQ-West, and received from any source to include on-site Contractors and GPC orders.

1.6.5.6.1 Pick-up and deliver items/equipment from/to sub-custodians IAW local policy.

1.6.5.7 Disposal of Scrap and Waste and Excess Equipment: The Contractor shall coordinate delivery and removal of waste disposal units with the Government representative when the amount of waste/scrap in the warehouse/yard exceeds the capacity of one waste disposal unit. Ensure no hazardous material is contained within the equipment and that clean certificates are provided with the items being turned in.

Check if serviceable excess/surplus equipment is found to ensure there isn't a requirement with the organization/site. Record action and results in the Custodian Log (AF Form 126) if applicable and annotate R14/R15. Ensure serviceable assets are advertised for 30 days based on the date the item was marked as excess in APSR. Equipment without storage facilities and other unique limitations may advertise excess for a minimum of seven workdays. If the item is required by another organization, then will follow the Shipment/ Redistribution Orders (RDO) procedures or if the item is not required or is unserviceable/obsolete equipment and excess/surplus non-accountable property or scrap, then will follow the TIN/Disposal procedures. The Contractor shall prepare applicable electronic DD Form 1149 and annotate the authority of purpose and will file the appropriate DD Form 1149 in the sub-custodian equipment folder and place a copy in the loan jacket or other suspense file until the asset is returned.

1.6.5.6 Receipt Processing: The Contractor shall process receipts for items received and distribute signed copies of the documentation. The Contractor shall process invoices for direct procurement property using a DD Form 1155, Order for Supplies or Services, DD Form 250, Material Inspection and Receiving Report, or vendor invoice form.

1.6.5.7 Incoming Property:

1.6.5.7.1 The Contractor shall offload, sign for and check-in incoming property as it arrives. The Contractor shall uncrate and dispose of packing material, if appropriate, and verify quantity and condition of incoming property within eight hours of receipt. The Contractor shall obtain signatures of the carrier's agent acknowledging shortages, damages or other discrepancies. The Contractor shall prepare and process a Supply Deficiency Report.

1.6.5.7.2 Property Loans and Donations: The Contractor shall ensure loans are managed with CRADAs (EPAs) and IAW AFI 61-301, *The Domestic Technology Transfer Process and the Offices of Research and Technology Applications*. Annually inspect to ensure there is a proper active agreement and process the asset in DPAS using the "On LOAN/GFE" option. The Contractor shall coordinate or ship the asset to the organization upon return the Contractor shall update DPAS when the item is returned to the Government, enter the date returned into DPAS using the DPAS ON_LOAN information screen and enter appropriate information to make the asset on hand in DPAS.

1.6.6 Document Control Unit Function:

1.6.6.1 Quality Control: The Contractor shall be the processing point for all transactions to ensure documents are valid. The Contractor shall correct errors and add omitted data as the document passes from one unit to the other

1.6.6.2 Quality Control Stamp: The Contractor shall be responsible for final quality and validation of documents. After reviewing all documents supporting the request the Contractor shall mark or stamp the documents with Quality Control (QC). The Contractor shall be responsible ensuring all documentation is filed in the appropriate system and inspection ready.

1.6.6.3 Verification and Validation: The Contractor shall ensure all documentation and processes are in compliance with SOP and all appropriate regulations.

1.6.7 Automated Data Process Equipment (ADPE) Management Support

1.6.7.1 ADPE Support:

1.6.7.1.1 The Contractor shall provide support to the Information Technology Branch in managing all ADPE or IT assets IAW AFMAN 17-1203, *Information Technology Asset Management*. Support shall include, but is not limited to: data maintenance, data processing, report generating, and reconciliation of the applicable databases pertaining to ADPE assets.

1.6.7.1.2 The Contractor shall support the Equipment Control Officer (ECO) for Automated Data Processing Equipment (ADPE) and manage the Information Technology (IT) Asset Management system, which includes but is not limited to updating accounts, updating item status, sending advanced notifications of inventory due dates (e.g., 45 days), and filing records. The Contractor shall also keep a record of the location of all ADPE and IT hardware assets.

1.6.7.2 ADPE Inventories:

1.6.7.2.1 Contractor shall ensure all Information Technology Equipment Custodians (ITECs) annually conduct a complete book-to-floor/floor-to-book inventory.

1.6.7.2.2 The Contractor shall manage and coordinate an annual inspection and inventory of all managed asset accounts including both ADPE.

1.6.7.2.2.1 For these purposes, the Contractor may be assigned as an ECO and/or ITEC for one or more accounts.

1.6.7.3 ADPE Reports

1.6.7.3.1 The Contractor shall generate a monthly report providing at a minimum the following information:

- Status of all accounts to include account tracking number, number of assets, due date for annual inventory, assigned equipment custodians, and pending actions (e.g., ROS, new EC, account freeze);
- Status of all the Report of Surveys IAW DoD 7000.14-R, *Financial Management Regulation*, Volume 12, Chapter 7 & Department of the Air Force *Reports of Survey Program – Policy Memo*;
- Total number of assets added to accounts;
- Total number of assets pending excess and removed from inventory;
- Total number of inventory records modified by ECO entry.

1.6.7.4 ADPE Turn-In

1.6.7.4.1 ADPE assets designated for turn-in/ excess will be properly cleared/sanitized, processed according to AFI 33-112, and scheduled for DLADS pickup within 45 days of designation. (SS-L02)

1.6.8 Munitions Section Administrative Support: (includes Munitions Section Operations Support, HAZMART, Fuels and Hazardous Materials)

1.6.8.1 The Contractor shall provide administrative support of Munitions Section office activities to include: respond to business related inquires and direct to appropriate Section or Element personnel or coordinate to

ensure efficient response to customer, prepare, assemble, coordinate and track official documents, letters, reports and packages and manage and coordinate official email traffic from various organizational mailboxes. In addition, support shall include preparing, transcribing, transferring, systematizing, and preserving both written and computerized communications and records and gathering and distributing other business related information as necessary.

1.6.8.2 Use spreadsheet trackers in 'Schedule' file to track due dates of official correspondence, technical documents and operating instructions in Government systems and initiate and coordinate reviews/updates and signature requirements.

1.6.8.3 The Contractor shall schedule/coordinate all Section hazardous operations with AFRL Site Operations Control Center (SOCC) and other test agencies as necessary.

1.6.8.4 The Contractor shall provide a Weekly Activity Report (WAR) to the GPM each Thursday by 1200hrs. The WAR shall report on the initiation/progress of Section/element activities, service numbers, material/logistics processes, policy/program updates, training/meeting conclusions, facility/equipment issues, trends and new and updated items to address.

1.6.8.5 The Contractor shall monitor unit and site personnel safety training programs. Document completed training classes, update 'Section Training' and Training Forecast' spreadsheets in the 'Scheduling' file, update and provide weekly briefing slides. Update personnel training records (Training Logs, Form 55) in the 'Employee Records' file using Government system to produce document for monthly trainee and supervisor/COR signatures.

1.6.8.6 The Contractor shall manage and coordinate inspection and inventory of all Section managed equipment and ADPE assets as required by site policy.

1.6.8.7 The Contractor shall ensure all incoming personnel complete *shop in-processing checklist* and provide updates to GPM as required.

1.6.9 Munitions Section Operations Support:

1.6.9.1 The Contractor shall support the G managed munitions section by providing operations element support, document control functions, stockpile management support, material and explosive waste handling, shipping/receiving support and on-site transportation operations. All operations will be in accordance with DoD, AF and local guidance.

1.6.9.1.1 Perform document validation/quality control procedures, processing, and filing of all accountable/auditable transactions/documents and supporting non-accountable transactions/documentation IAW AFMAN 21-201, *Munitions Management*. Non-electronically signed accountable documents (i.e., scanned shipping document) will be electronically signed by munitions personnel prior to permanent filing to prevent alteration.

1.6.9.1.2 Update movement/inspection/inventory schedules for munitions stockpiles and custody accounts.

1.6.9.1.3 Print Combat Ammunition System (CAS) and Laboratory Developed Explosives Tracking System (LDETS) generated inventory count sheets or create digital or manual count sheets and provide to the inventory reconciler.

1.6.9.1.4 Perform as munitions inventory count or recount team members. Coordinate with Government personnel to clear any inventory discrepancies.

1.6.9.1.5 Process all required transactions (inventory counts, recounts, IADs, etc.) for all annual, semi-annual account inventories in CAS by the last day of the month in which the inventory was conducted and within 30 calendar days of inventory start (freeze) date for all 10-percent and Change of MASO inventories.

1.6.9.1.6 Query, print, prepare for management review and file daily/weekly/monthly/annual status reports from the CAS and LDETS.

1.6.9.2 The Contractor shall provide customer support for all AFRL munitions/energetics users.

1.6.9.3 The Contractor shall assist Government personnel in the preparation of Munitions/Hazardous Materials shipments.

1.6.9.3.1 The Contractor shall be trained and certified to package and certify Department of Transportation (DOT) and International Air Transport Association (IATA) shipments.

1.6.9.3.2 Understand and comply with Transportation Management Office (TMO) and Federal Express (FEDEX) or other shipper's program guidance.

1.6.9.4 The Contractor shall warehouse munitions stocks.

1.6.9.4.1 Receive, mark, label, tag and issue munitions.

1.6.9.4.2 Utilize CAS to manage storage and movement of munitions.

1.6.9.4.3 Utilize LDETS to manage storage and movement of laboratory explosives and explosive waste materials.

1.6.9.4.4 Understand and comply with all requirements for munitions storage location, segregation and inventory requirements IAW DoD, AF and local directives.

1.6.9.4.5 Control access to the MSA facilities and storage structures IAW DoDM 5100.76, AFI 31-101, *Integrated Defense*, and RQ OI 31-101-West, *Resources Protection/Installation Security Program at RQ-West (Edwards AFB)*.

1.6.9.5 The Contractor shall properly load and transport munitions/energetics on Edwards AFB locations using properly inspected and authorized vehicles.

1.6.10 HAZMART Operations Element (Hazardous Materials Pharmacy)

1.6.10.1 The Contractor shall operate the site HAZMART IAW AFI 32-7086, *Hazardous Materials Management*, and all EM, UEC, Edwards AFB, Air Force, DOD, County, State, Federal directives. Within 60 days of contract award, the Contractor shall create an SOP detailing HAZMART operations. This document will be reviewed and updated annually as a minimum to ensure compliance with regulations and any changes in processes that occur. Ensure GPM/COR are coordinated with when changes occur. (CDRL A002)

1.6.10.1.1 Store, receipt, issue, inspect inventory and track HAZMAT using EESOH-MIS (or other Government tracking systems as authorized by the Air Force):

1.6.10.1.2 Process site program requests for HAZMAT prior to granting authorization to purchase or use. Ensure all requests for HAZMAT have an authorization prior to issue and ensure requests to acquire new hazardous materials are being monitored and tracked through the approved HMMP approval system.

1.6.10.1.3 Record the receipt of HAZMAT against the correct Safety Data Sheet (SDS) in EESOH-MIS. Forward SDSs not already loaded into EESOH-MIS to the Air Force EESOH-MIS SDS Data Steward.

1.6.10.1.4 Assist users in identifying HAZMAT stock numbers and/or part numbers, and finding appropriate SDSs.

1.6.10.1.5 Perform and reconcile 100% rolling annual hazardous materials inventory of approximately 31 authorized shops, including the HAZMART (HAZ39). If discrepancies exist, the Contractor and shop must initiate proper corrective actions to resolve the discrepancies.

1.6.10.1.5.1 Print EESOH-MIS generated inventory sheets or spreadsheets and provide to the appropriate inventory team.

1.6.10.1.5.2 Update *Inspection & Inventory Tracker* spreadsheet for hazardous materials shops.

1.6.10.2.6 Maintain EESOH-MIS data quality management regarding HAZMART storage location, usage rate, and redistribution and disposal throughout the year.

1.6.10.2.7 Perform quality control functions to properly manage HAZMAT procurement and ensure HAZMAT minimization standards are maintained

1.6.10.2.8 Minimize HAZMAT usage or waste by reusing/redistributing excess HAZMAT through free-issue programs. Before ordering or purchasing HAZMAT, determine if it is possible to obtain the HAZMAT from the installation free-issue, reuse, and redistribution program, as the preferred HAZMAT source.

1.6.10.2.9 The Contractor shall stock, store, and inspect HAZMAT.

1.6.10.2.10 Manage and track all issuing, dispensing and inventory of hazardous materials stored and controlled at the HAZMART.

1.6.10.2.11 Assist customers in performing research to identify proper HAZMAT data.

1.6.10.2.12 Maintain *Hazardous Material Locker Inventory Tracker* data to identify all site lockers used to store hazardous materials or waste by system number (locker number).

1.6.10.2.13 IAW NFPA 17, complete and document monthly Dry Chemical Fire Suppression System inspections for all systems located at the HAZMART.

1.6.10.2.14 Manage site hazardous waste in accordance with AFI 32-7042, *Waste Management*, and the Edwards AFB Hazardous Waste Management Plan (HWMP) and all AFRL, Edwards AFB, Air Force, DoD, county, state, and federal directives.

1.6.10.2.15 Receipt, store, manage and coordinate disposition of hazardous waste with the Edwards AFB Hazardous Waste Support Facility (HWSF) and DLADS.

1.6.10.2.16 Ensure HW generators who process waste at an IAP immediately send a profile request form and Hazardous Waste certification form to 412 CEG/CEVC when completing new waste streams and process modifications.

1.6.10.2.17 Ensure IAP managers annually certify that the process generating the waste and the physical or chemical properties of the waste stream have not changed significantly enough to require re-profiling the waste stream.

1.6.10.2.18 When a HAZMAT is consumed and disposed of, the Contractor is responsible for ensuring the container barcode numbers are dispositioned in EESOH-MIS to remove from the inventory.

1.6.10.2.19 Complete initial and annual Hazardous Waste Materials training as IAW Edwards AFB directives.

1.6.11 Special Fuels/Propellants/Cryogenics Operations Element

1.6.11.1 The Contractor shall support Government operated Special Fuels/Propellants/Cryogenics operations and operate the AFRL Fuel & Propellants Storage Area, IAW all AFRL, Edwards AFB, Air Force, DoD, county, state, and federal directives.

1.6.11.2 The Contractor shall receipt, track, inventory, issue, stock, store and inspect fuels/propellants and containers, tube trailers and gases/cylinders. (SS-M02)

1.6.11.2.1 As required by GPM, request customer forecasts for specified gas/cylinder, fuel and propellant commodities and assist with annual forecasting to Defense Logistics Agency (DLA) to ensure product availability to customers.

1.6.11.2.2 In coordination with GPM, prepare, process and coordinate inbound and outbound product shipments.

1.6.11.2.3 Coordinate, consolidate and submit customer gas cylinder orders for Government validation/submission, track gas cylinder order progress and coordinate with GPM when issues arise.

1.6.11.2.4 Maintain current and historical order and funding documents, source data, order and funding spreadsheets and initiate follow-up actions with vendors and customers as required.

1.6.11.2.5 Update inspection/inventory schedules for cylinder stockpile and special fuel stocks.

1.6.11.2.6 Monitor, update and maintain *Fuels Tracking System* (FTS) and track cylinders, fuels and propellants materials using the FTS in conjunction with EESOH-MIS.

1.6.11.2.7 Complete and document in FTS, monthly inventories and manage/track product movements of stockpile cylinders and propellant/fuels.

1.6.11.2.7.1 Print FTS generated inventory sheets or create digital or manual count sheets and provide to the appropriate count team chief.

1.6.11.2.8 Provide gases/fuels/propellants control, plans and scheduling, operations, storage, inspection and transportation support.

1.6.11.3 Maintain maintenance and inspection program for all AFRL fuel/propellant/gas assets. Schedule and accomplish maintenance for stockpile assets.

1.6.11.3.1 Conduct high-pressure cylinder handling, maintenance and inspection IAW AFTO 42B5-1-2.

1.6.11.3.1.1 Identify and report to GPM any product/container quality issues.

1.6.11.3.1.2 Properly identify, mark, label and tag pressure cylinders, containers and products IAW AF and manufactures requirements.

1.6.11.3.2 Ensure storage compatibility requirements are maintained.

1.6.11.4 Contractor shall update *DLA Gas Org Code* (org code 100 or 200) *tracking spreadsheets* using data from DD Form 250s, *Material Inspection and Receiving Report*, or other DLA generated forms. Use the trackers to validate Defense Finance Accounting Agency (DFAS) Aerospace Fuel charges.

1.6.11.5 Maintain qualifications to handle and have knowledge of composition, properties and characteristics of fuels and propellants including toxic, explosive, and fire hazards and emergency, spill and environmental protection procedures.

1.6.11.6 IAW NFPA 17, complete and document monthly Dry Chemical Fire Suppression System inspections for system located at Area 1-39.

1.6.11.7 Ensure required pump maintenance is completed for two spill containment systems located at Area 1-39.

1.6.12 Hazardous Materials Support

1.6.12.1 The Contractor shall provide Hazardous Materials Support in IAW AFI 32-7086, *Hazardous Materials Management*, and all Environmental Management (EM), Edwards AFB, Air Force, DoD, county, state, and federal directives:

1.6.12.2 Monitor and brief to GPM status and schedule changes and coordinate ongoing scheduled and non-scheduled hazardous materials activities.

1.6.12.3 Perform an annual hazardous materials compliance assessment and a follow-up assessment of approximately 31 shops storing/using hazardous materials for shops identified by Bio-Environmental Engineering (BEE) and tracked in Enterprise Environmental Safety & Occupational Health Management Information System (EESOH-MIS). In addition, perform annual IAP compliance assessments and follow up of approximately 12 waste accumulation points identified by BEE and tracked in EESHO-MIS.

1.6.12.3.1 Brief preliminary results to shop/AP/IAP supervisor and GPM and write report detailing inspection results for each shop and/or accumulation point inspected for GPM review and finalization. Submit final report to shop/AP/IAP supervisor within ten days of initial inspection. (SS-M03)

1.6.12.3.2 Track findings causing non-compliance issues, any corrective action plans and brief updates to GPM.

1.6.12.3.3 Update *Inspection & Inventory Tracker* spreadsheet for hazardous materials shops and waste accumulation sites.

1.6.12.4 Coordinate and attend waste site inspections by external agencies with GPM and UEC. Escort inspectors, respond to inquiries and document inspection details.

1.6.12.5 Provide technical advice and customer support to satellite hazardous waste accumulation point managers to ensure compliance with all directives.

1.6.13 Quality Assurance (QA) Support

1.6.13.1 Coordinate with all participants of New Comers Orientation and Periodic Site Logistics meeting related issues and keep all attendees informed.

1.6.13.2 Provide computer support for briefings to include developing and printing presentations and operating computers to project computer-based briefings.

1.6.13.3 Originate, coordinate, prepare responses to, and distribute correspondence and reports requiring Government signature.

1.6.13.4 Use computer-generated forms where available.

1.6.13.5 Provide administrative support of office activities to include: respond to business related inquiries and direct to appropriate staff support functions or coordinate to ensure efficient response to customer.

1.6.13.7 Be familiar with self-inspection checklists (MICT) in PWS task area (e.g. TODO, QA, etc) and inform Government when not in compliance, and recommend/implement remediation activities.

1.6.13.8 Assemble and post monthly QA summary to AFRL/HQ location, currently Live Link, no later than (NLT) ten business days into the following month. (SS-Q01)

1.6.13.9 Update *Logistics Orientation briefing* and present at monthly newcomer's briefing.

1.6.13.10 Digitize hard-copy technical orders (TO) and Commercial-Off-The-Shelf (COTS) manuals to electronic format and publish the items to the Technical Distribution System (TDS).

1.6.13.11 Digitize various QA documents (LEAP assessment forms, Preventive Maintenance Inspections (PMI) adjustment letters, etc.) and publish them to applicable AF database.

1.6.13.12 Update, validate, and relay all account related information to centralized Technical Order Distribution Office (TODO) at RQ-East. Databases include: TDS, Enhanced Technical Information Management System (ETIMS), etc.

1.6.13.13 Process, update, and validate all TO Accounts information/requests and relay all accounts-related information to Centralized TODO.

1.6.13.14 Review, update, and validate TO and Equipment Operation Manuals to the latest version. Distribute updates.

1.6.13.15 Review, update, validate, and identify discrepancies on site-wide logistics self-inspection checklists (MICT) and inform the Government when not in compliance.

1.6.13.16 Train account users and managers on proper handling, distribution, marking, and ordering of documents, use of the TDS and ETIMS, and the management of their Account.

1.6.13.17 Validate accessibility and accesses to various QA software programs (e.g. Air Force Calibration authority Viewer (AFCAV), ETIMS, etc).

1.6.13.18 Maintain Consolidated Tool Kits (CTK) documentation and Special Certification Roster (SCR) appointment letters, track the completion of annual audits, review the preventative maintenance instruction and PMI database for overdue accounts and send inspection reminders when required.

1.6.14 Vehicle Control Support Element

1.6.14.1 Collect, review, follow up on issues and file all AF1800s, *Operator's Inspection Guide and Trouble Report* by 15th of the following month.

1.6.14.2 Track and file vehicle training and forms (i.e., AF Form 171, Request for Driver Training and Addition to U.S. Government Driver's License) by 15th of the following month.

1.6.14.3 Annotate digital documentation as required within GSA Fleet Management site by 15th of the following month.

1.6.14.4 Notify users of required maintenance and recalls and track progress. Provide data to VCO.

1.6.14.5 Maintain detailed VCO program binder ready for inspection, to include ensuring proper appointment letters are on file for VCO(s) and vehicle trainers. (SS-V01)

1.6.14.6 Track and ensure compliance with VCO program periodic requirements for:

1.6.14.6.1 Annual Operator Refresher Training.

1.6.14.6.2 Annual Crane Load Certification.

1.6.14.6.3 Annual Wash Rack Wastewater permit.

1.6.14.6.4 Semiannual Vehicle Inspections.

1.6.14.6.5 90 Day Wash/Wax of vehicles.

1.6.14.6.6 Monthly Preventative Maintenance.

1.6.14.6.7 Monthly operator driver's license currency checks.

1.6.14.6.8 Initial/Annual Vehicle training Briefings.

1.6.14.6.9 Primary and Alternate Vehicle Custodian Training Briefing.

1.6.14.7 Maintain and update operator/VCO email distribution lists.

1.6.14.8 Maintain and update operator/VCO vehicle assignment lists.

1.6.14.9 Maintain and update vehicle location list.

- 1.6.14.10 Ensure proper appointment letters are on file for VCO(s) and vehicle trainers.
- 1.6.14.11 Coordinate AFRL preparation for annual vehicle validation visit.
- 1.6.14.12 Coordinate with site managers to determine vehicle add-on requirements.
- 1.6.14.13 Coordinate with VCO on vehicle charge documents/spreadsheets.
- 1.6.14.14 Coordinate accident follow-up actions with VCO.
- 1.6.14.15 Assist VCO management of Wright Express (WEX) cards.
- 1.6.14.16 Coordinate fuel pump, air compressor, wash rack repair with base agencies.
- 1.6.14.17 Coordinate acquisition for temporary vehicle use.
- 1.6.14.18 Coordinate on licensing system maintenance and tracking.
- 1.6.14.19 Maintain Vehicle Identification Link (VIL) key program coordination with Edwards AFB Fuel Group.
- 1.6.14.20 Serve as POC and actioner with Edwards LRS for vehicle deliveries, mobile maintenance, GSA vehicle preventative maintenance, vehicle recalls, vehicle manufacturer recalls, VCO program changes and VCO program inputs to Edwards LRS.

1.7 Historical Data. The tasks described above have been performed by contract personnel.

1.8 Minimum Qualifications. The qualifications listed within this section are for the non-key personnel. Key personnel qualifications are described in section 4.2.1.

1.8.1 Contractor personnel shall have the certifications/licenses as well as sufficient knowledge and experienced with the following operations and systems:

1.8.1.1 Personnel must have a valid California license and be capable of operating up to a one-ton stake-bed or pickup truck.

1.8.1.2 Personnel must possess good communication, organizational, time management and mathematical skills.

1.8.1.3 Personnel must possess basic administrative and computer skills: (understand filing systems, electronic filing, creating/utilizing word documents and excel spreadsheets, sending/receiving/reading/replying to email and instant messages, phone etiquette and taking/delivering phone messages).

1.8.1.4 Personnel must understand the basic fundamentals of Records Management. Training is required for personnel identified by Contractor as a Unit Records Professional.

1.8.1.5 Personnel must understand personal physical limitations and proper lift techniques. May regularly lift or move items of 10-50lbs.

1.8.1.6 Personnel must understand warehousing practices consistent with DoD Manual 4140.70, *DoD Supply Chain Material Management Procedures for Storage Handling*.

1.9 Deliverables.

1.9.1 Below is a list of deliverables under this contract. (SS-D01)

Support Area	PWS Reference	Title	Delivery Date/Description
Technical	1.6.1.2.8	Trip Report/Meeting Minutes	In Microsoft (MS) Word format submit to the COR within 10 business days of trip covering purpose, benefit to contract performance.
Management/ Technical	1.6.2.4	LMCA Standard Operating Procedure (SOP)	In MS Word format within 60 days of contract award (See CDRL A001)
Management/ Technical	1.6.8.4	Munitions Section Weekly Activity Report (WAR)	In MS Word format NLT 1200 hrs Thursday each week, covering all contract element processes, service numbers, trends, new and updated items to address.
Management/ Technical	1.6.10.1	HAZMART Standard Operating Procedure (SOP)	In MS Word format within 60 days of contract award (See CDRL A002)
Management	2.5	In-House review	Monthly in MS PowerPoint, covering contract status of training, security, safety, deliverables, personnel, funding, highlight of the month including service ticket report, open items from last month, new items to address
Management	2.7	Quality Control Plan (QCP)	In MS Word format within 30 days of contract award. As a minimum, QPC must address the areas identified in the Services Summary above and an internal inspection/surveillance system.
Management	4.8	Safety and Health Plan	In MS Word format within 60 days of contract award

1.9.2 Contractor Manpower Reporting Application (eCMRA). The Contractor shall report ALL Contractor labor hours (including subContractor labor hours) required for performance of services provided under this contract via the secure data collection site (i.e. eCMRA). The Contractor shall register in eCMRA within 30 days of contract award. The Contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil/>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs 1 October through 30 September. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October of each calendar year. Contractors may direct questions to the above eCMRA help desk. Information from the secure web site is considered to be proprietary in nature when the contract number and Contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the Contractor name and contract number associated with the data. Data for Air Force service requirements must be input at the Air Force eCMRA link. However, user manuals for Government personnel and Contractors are available at the eCMRA link at <https://www.ecmra.mil/>. Information from the secure web site is considered to be proprietary in nature when the contract number and Contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the Contractor name and contract number associated with the data. Data for Air Force service requirements must be input at the Air Force eCMRA link. However, user manuals for Government personnel and Contractors are available at the eCMRA link at <https://www.ecmra.mil/>.

1.9.3 Data. The Government has unlimited rights to all deliverables of this contract.

1.9.4 Inspection. Deliverables will be inspected by the G within five workdays of receipt. Progress meetings may be held as required.

1.10. Contractor Travel. Contractor may be required to travel during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with and no higher than the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification of the CO. All invoices for travel reimbursement shall be accompanied by supporting receipts.

1.11 Contractor Phase-In and Phase-Out Transition.

1.11.1 Contractor Phase-In: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the phase in/ phase-out periods. The incoming Contractor's personnel shall receive 30 calendar days of on-the-job training (OJT) by the incumbent Contractor. Incoming Contractor personnel to be trained by the incumbent Contractor shall possess, prior to training, all special skills, licenses, and certifications needed to perform the specific tasks in this PWS. The training will cover unique features of all processes, systems and equipment. The OJT may be augmented by any applicable instruction from DoD and Air Force Instructions, local operating instructions, equipment manuals, etc.

1.11.1.1 The Contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. The transition plan shall ensure that any interruptions or delays to work in progress are minimized. The transition plan shall include the steps described below. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

1.11.1.2 During the phase-in period, the Contractor shall accomplish the following items, reporting completion status to the COR weekly:

- interview and in-process appropriate staff;
- conduct on the job training;
- provide security, safety, and information system training;
- develop and submit safety and health plan, quality control plan, visitor group security agreement;
- ensure non-interruption of work in progress.

1.11.2 Contractor Phase-Out: As part of the completion of the contract, the Contractor shall continue to meet all PWS requirements during phase-out. The outgoing Contractor shall integrate incoming Contractor personnel for on the job training and shall allow the incoming Contractor to interview for employment outgoing Contractor's personnel, provided that work interruption time is reasonable.

1.11.2.1 The outgoing Contractor shall provide thirty (30) calendar days of OJT training to the incoming Contractor. The outgoing Contractor shall integrate the incoming Contractor personnel into the regular work schedule in order to maximize OJT benefits. The training objective is to enhance technical skills so that the transfer of responsibilities will be efficient.

1.11.2.2 During the 30-day calendar day training period, the outgoing Contractor shall perform all requirements in the PWS.

SECTION II

2.0 Service Summary (SS)

2.1 General: The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. **These thresholds are critical to mission success but do not represent all contract performance requirements.** Any exceptions may be approved by the COR/GPM if documented before the due date. All contract performance requirements in this PWS will be monitored.

2.2 Performance Evaluation: Performance of a service shall be evaluated to determine whether or not it meets the performance requirements of this contract. Re-performance of unacceptable services at no additional cost is the preferred course of action when appropriate. In the case of issued Corrective Action Reports (CARs), the CO shall take appropriate measures according to inspection of services clause in the contract, i.e., FAR 52.246-4, 52.246-5, or 52.212-4(a).

SS #	Performance Objective	PWS Reference	Performance Threshold	Rating Criteria
Quality				
SS-001	Receive customer quality, service or personnel complaints	1.6.1 - 1.6.14	No more than two validated customer complaints per month	No Complaints = Exceptional 1 Complaint = Very Good 2 Complaints = Sat 3 Complaints = Marginal More than 3 Complaints = Unsat
SS-L01	Run, updated and load supporting data for MICT Checklist assessments	1.6.2.3	Within 30 days of notification	0-19 days = Exceptional 20-29 days = Very Good 30 days = Satisfactory 31-40 days = Marginal after 40 days = Unsat
SS-L02	Turn-in of excess Equipment/ADPE	1.6.4.4 & 1.6.7.4	Equipment/ADPE items processed/turned in within 45 days of receipt	0-34 days = Exceptional 35-44 days = Very Good 45 days = Satisfactory 46-50 days = Marginal after 50 days = Unsat
SS-M02	Properly store gases/cylinders, propellants/fuels and containers and properly maintain facilities, vehicles and equipment	1.6.11.2	No more than two minor findings when inspected during any single inspection Any single *Major finding = Unsat	No Major/Minor Findings = Exceptional No Major/1 Minor Finding = Very Good No Major/2 Minor Findings = Satisfactory No Major or 3 Minor Findings = Marginal 1 Major or More than 3 Minor Findings = Unsat
SS-M03	Write/Submit inspection report for Shop/AP/IAP	1.6.12.3.1	NLT ten business days after initial assessment is complete	Draft/submit in less than 5 days = Exceptional Draft/submit in 5-09 days = Very Good Draft/submit in 10 days = Sat

				Draft/submit in 11-15 days = Marginal Draft/submit after 15 days = Unsat
SS-V01	Maintain detailed VCO program binder ready for inspection, to include proper appointment letters are on file for VCO(s) and vehicle trainers	1.6.14.5	No more than two minor findings when inspected during any single inspection Any single *Major finding = Unsat	No Major/Minor Findings = Exceptional No Major/1 Minor Finding = Very Good No Major/2 Minor Findings = Satisfactory No Major or 3 Minor Findings = Marginal 1 Major or More than 3 Minor Findings = Unsat
Schedule				
SS-Q01	Assemble and post monthly QA summary to AFRL/HQ file location	1.6.13.8	Post to AFRL/HQ Live Link site NLT ten business days into the following month	1st-4th of Month = Exceptional 5th-9th of Month = Very Good 10th of month = Sat 11th-15th of the Month = Marginal After 15th of the Month = Unsat
Management				
SS-D01	Deliverables: Contractor ensured all deliverables meet the delivery requirements within the PWS specifics	1.9	As specified	0 missed = Exceptional 1 missed = Very Good 2 missed = Satisfactory 3 missed = Marginal 4 missed = Unsatisfactory
Regulatory				

* A major finding is defined as a condition that would endanger personnel, jeopardize equipment or system reliability, impact safety of flight or warrant discontinuing the process or equipment operation.

2.3 Government Quality Assurance. The G shall inspect and evaluate the Contractors' performance to ensure services are received in accordance with requirements set forth in this contract. The COR will use the Contractor's work schedule, or modified version thereof, to record validation results. Results of the validation then becomes the official Air Force record of the Contractor's performance. Government surveillance of tasks not listed in the PWS or by methods other than those listed in the PWS (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the CO as a result of surveillance will be according to the terms of this contract.

2.3.1 The Government will periodically evaluate the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP). The Government may inspect each task as completed and increase the number of quality assurance inspections if deemed appropriate because of repeated failures discovered during surveillance inspections or because of repeated customer complaints. Likewise, the Government may decrease the number of quality assurance inspections if performance dictates.

2.3.2 When an observation indicates defective performance, the COR will require the contract manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. When a performance threshold has not been met or Contractor performance has not been accomplished, the COR will initiate and provide the CO a CAR for issuance to the contractor. The Contractor shall respond to the CAR IAW instructions provided and return it to the CO within 10 calendar days of receipt.

2.4 Performance Assessment.

2.4.1 Periodic Surveillance. This method requires the COR to employ a “spot check” style of evaluation based on the Contractor’s services. Periodic surveillance will be conducted on a scheduled basis (daily, weekly, monthly, quarterly, semi-annual or annually) and may be adjusted, based on quality trends.

2.4.2 Customer Complaints. The COR will receive, investigate be responsible for validating all customer complaints. The CO shall make final determination of the validity of customer complaint(s) in cases of disagreement with the COR and the Contractor. Validated customer complaints shall be corrected NLT the following business day after validation. CO will validate corrective action.

2.4.3 Review of Audits. COR reviews results of the Contractor’s accepted quality management system audits and related quality metrics.

2.4.4 100 Percent Inspection. This method requires the COR to do 100 percent inspection on all task performed. Appropriate for tasks that occur infrequently. Usually only deals with Safety and/or Security, unless mandated by an Air Force Instruction (AFI) or industry standard.

2.5 Monthly In-House Contractor Review Meetings. The Government will schedule joint monthly Contractor In-House Reviews to be held at the AFRL. The CO, GPM, COR and other Government personnel as appropriate, and the Contractor shall meet to discuss the Contractor’s performance. The Contractor shall provide a briefing that addresses the following as a minimum:

- Performance, quality, schedules, resources, cost data, timeliness and personnel vacancies;
- Self-assessment of service summaries;
- Unsatisfactory inspections;
- Valid customer complaints against each performance objective observed;
- Steps taken by the Contractor to prevent occurrences in the future;
- Status of training, security, safety;
- Status of deliverables;
- Highlight of the month including;
- Open items from previous month;
- New items to address.

The Contractor shall provide a summation of unsatisfactory inspections and customer complaints and provide insight into any identified trends.

The purpose of this process is to ensure that a channel of communication is available to both parties to optimize contract outputs. Presentation materials shall be given to the Air Force.

2.6 Contracting Officer Representative (COR). CORs are representatives of the CO and will participate in the administration of this contract. After award of the contract, the Contractor will be provided a letter identifying the COR and setting forth their duties and authorities. The COR is not authorized to change any of the terms and conditions of the contract/task order without a contract modification.

2.7 Quality Control. In compliance with the applicable contract clauses FAR 52.246-4 thru FAR 52.246-5, entitled, “Inspection of Services (Fixed Price and Cost-Reimbursement),” or FAR 52.212-4(a) Commercial Terms and Conditions Inspection/Acceptance, develop and maintain an effective quality control program to ensure

services are performed IAW this PWS, applicable commercial standard, laws and regulations and IAW best commercial practices.

2.7.1 Submit a Quality Control Plan (QCP) to the GPM and CO within 30 calendar days after contract award and as changes to the plan occur. The QCP must describe the overall quality approach and quality control inspection system to identify and prevent defective services from occurring or recurring. As a minimum, the Contractor shall develop quality control procedures that address the areas identified in the Services Summary above and an internal inspection/surveillance system. Maintain all quality control records for the duration of the contract and make them available to the Government COR, PM, or CO within two hours of request. Provide current quality control inspector(s) contact information to the CO, PM, and CO. The plan shall be maintained and updated as necessary throughout the life of this contract.

2.8 Contractor's Performance. The Government assesses a Contractor's performance on an on-going basis, both positive and negative, and provides a record on a given contract during a specified period of time.

2.8.1 Past Performance Information (PPI). PPI can be provided to other Government agencies, as requested.

2.8.2 Contractor Performance Assessment Report System (CPARS). Depending on the estimated value of the contract, formal assessment and reporting of Contractor performance is documented using the CPARS. The Contractor will be provided a copy of their assessment 365 days from contract award. The Contractor shall have 60 days to review and submit comments for the evaluation activity's consideration before the assessment is made final. Past Performance assessment reports will be protected by all parties and treated by Government personnel as **"For Official Use Only/Source Selection Information in accordance with FAR 2.101 and 3.104"**.

SECTION III

3.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1. Government Furnished Services (Base Support). The Government will provide access to or furnish the following at no cost to the Contractor for their use in direct support of tasks outlined in this PWS.

- Adequate facilities that include office space and standard furnishings shall be provided. The Government shall decide the internal facility location for the Contractor operations. Government personnel can decide to reside in the same general office area as the Contractor to facilitate a cooperative relationship between the Contractor and the Government. The Contractor shall keep all office, work space and communications rooms free from clutter and adhering to AF standards for safety and security.
- Printer paper, toner, and storage media (CD-R, DVD-R, etc...).
- Government forms, publications, and documents, if required.
- Computers for use on the local area network (LAN), email, and the internet for work related to this contract, scanners, common use software, other communication networks, and other resources owned or leased by the Government for use by on-site Contractor employees as approved by the COR. The Contractor shall not remove Government asset tags or maintenance tags from furnished equipment.
- Local and DSN base telephone services (Class A and C) FOR OFFICIAL USE ONLY (FOUO) use at no cost to the Contractor. Commercial long distance calls shall be at the Contractor's expense.
- Fax machine, and reproduction machine in or near occupied facilities.
- The Government shall furnish utilities e.g. electricity, water, sewage and heating. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish requirements under this PWS.
- The Government will provide refuse collection services. The Contractor shall take refuse to the nearest dumpster on a regular basis. The Contractor shall comply with all installation recycling programs, refuse volume reduction programs, and hazardous waste collection policies IAW base policies.
- Real property facilities maintenance and repair through the Civil Engineering Group. The Contractor shall obtain support services by request to the Government facility manager. The Facility Manager is the organizational focal point, designated to report required repair and maintenance for real property to Base Civil Engineering.
- Pest control for active areas at the AFRL in accordance with the pest control contract.
- Hazardous Material Incident Response.
- AFRL will provide emergency medical services for Contractor personnel in performance of services under this contract base IAW AFI 41-115 Chapter 1. The Contractor shall reimburse the Government for treatment provided at the current reimbursement rate for non-authorized user IAW AFH 41-114, paragraph 42. The Contractor shall provide to the Medics, the name of a physician and/or hospital to which injured personnel can be transferred for further treatment and care after receiving initial emergency treatment on site. All mishaps will be promptly reported to the base safety office through the COR.
- On-Base Security Forces (police) support. Security police phone extensions are 911 for emergencies, and 277-3340 for routine calls.
- Firefighter support.
- Custodial services for restroom facilities in base facilities IAW the current base custodial contract. All inquiries regarding scheduling and level of custodial services will be directed to the COR.
- The Government shall provide grounds maintenance unless otherwise noted in the PWS.
- Government furnished training will be provided only for the following non-commercially available training:

- Site Newcomers Orientation Briefing;
- Computer Based Training (CBTs) based on specific area/functional requirements;
- Records Management Training;
- Information Assurance Security, Awareness, Training, and Education (SATE);
- Air Force Total Force Awareness Training (TFAT);
- Operations Security (OPSEC) Training;
- Fire Extinguisher Training;
- Site and shop Job Safety Training;
- General Energetic Materials/Explosive Laden Vehicle Training;
- Hazardous Waste Management Training (Edwards AFB specific);
- Site and Shop Specific Hazardous Communications Training;
- Filtering Face Piece Training;
- Munitions specific asset and equipment safety training;
- EESOH-MIS Training.

3.2 Vehicle Fuel and Maintenance. The Government will not provide fuel for or maintenance of Contractor owned/leased vehicles. There are no Government provided vehicles on this contract.

3.3 Government Furnished Property (to include equipment and material). The Government will provide GFP per Appendix 3. The Contractor shall conduct an inventory of all GFP listed in Appendix 3 during the phase-in transition period. The Contractor shall sign receipt for all equipment provided by the Government. The Contractor shall determine and certify the working order and condition of all equipment. Items of equipment missing or not in working order shall be recorded. If the Contractor does not elect to participate in the inventory within the timeframe listed above, the Contractor must accept as accurate, the listing and stated condition of equipment provided by the Government. If the Contractor participates in the inventory but does not agree with the Government representative's determination as to the working order of the equipment, the equipment will be turned in as excess or the matter will be turned over to the CO for resolution. The Contractor shall designate a property custodian throughout the life of the contract to receipt and account for all GFP. By completion or extension of each yearly option of the contract, an inventory of GFP shall be conducted by the Contractor and an audit performed by the Government Property Administrator (PA). All equipment in need of repairs/maintenance shall be repaired/maintained/replaced by the Government, depending on contract type and clauses elected for use in contract (FAR 52.245-2(a) "as-is, where-is" condition) or unless the damage was caused by willful negligence of Contractor. In such cases where property is provided in an "as-is" condition, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

3.4 Joint Use Equipment. The Contractor may utilize the specific Government property identified in the PWS Appendix 3, on an unscheduled, non-interference basis. The authorization to use the identified Joint use Equipment will remain in force until the work is complete. The Contractor shall establish separate control procedures for the non-transferred property, as part of their written property control system required by FAR 45.502. Liability for such property periodically used shall be the same as set forth in the Government Property clause of the contract (FAR 52.245-1 & 52.245-2).

3.5 Contractor Furnished Property and Services. Except for those items or services specifically stated to be Government-furnished in Section III and any appendixes, the Contractor shall furnish everything required to perform this contract in accordance with all of its terms. Contractor Furnished Property and Services mentioned in Appendix 3 are not all inclusive of the Contractor furnished items and services required in the performance of this contract.

SECTION IV

4.0 GENERAL INFORMATION

4.1 Hours of Operation. The Contractor shall perform the services required under this contract generally during the following hours unless otherwise authorized in writing by the COR PWS: 0730-1600 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For any work performed beyond 0600-1800 Monday Thru Friday, the Contractor shall follow local policy for self-registration.

4.1.1 Recognized Holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

*If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday.

4.2 Contract Personnel

4.2.1 Continuous Performance. The Contractor shall maintain continuous performance regardless of vacations, sick leave or other causes affecting personnel availability and shall maintain the ability to perform assignments with high quality service that meets the performance standards specified in this PWS. Specific services under this effort are critical to the daily operation of AFRL/RQ-West and must be adequately manned at all times. In the event of a Government furlough, the Contractor may continue to provide services until funding has been exhausted, subject to the Limitation of Funds clause.

4.2.2 Contract Manager (CM). The Contractor shall designate a contract manager whose responsibility is to make and implement all decisions regarding the performance of this contract. The CM and designated alternate shall have full knowledge of this contract's services and have independent authority for all on site contract matters. The Contractor shall submit the name, and mobile telephone number of the CM and alternate to the COR within 2 days of contract start date. The Contractor shall provide alternate CM contact information for times when primary CM is out of office. During duty hours, the CM or alternate shall be available within two hours to meet on the installation with Government personnel designated by the CO to discuss problem areas. The CM and alternate shall be able to read, write, and speak English. The CM and alternate shall be able to effectively communicate with Contractor employees. The Contractor shall notify the COR in the event of security or safety near misses, mishaps, or violations. The Contractor shall resolve administrative or technical concerns identified by the COR. The fully qualified CM shall have ten years of expertise with supply chain and/or materials management.

4.2.2.1 Personnel Roster. The Contractor may be required to provide a personnel roster consisting of names and other pertinent personnel data to the requiring activity for the purposes of 100% accountability real-world and exercise situations. The personnel roster shall be updated as individuals are removed and added.

4.2.3 Contractor Employees:

4.2.3.1 Certifications. Contractor employees shall have current and valid professional certifications and licenses required to perform the work in this PWS, prior to contract award. All certification and licensing requirements by Federal, State, and local agencies shall be complied with at the Contractor's expense.

4.2.3.2 Contractor Qualifications. The Contractor shall utilize employees possessing adequate training, skills, and knowledge to perform the requirements of this contract.

4.2.3.3 Employee Training. The Contractor shall give all training required to meet requirements of the PWS unless otherwise specified within the PWS or as otherwise approved by the CO. The Contractor shall maintain training and experience records for each employee during the period of this contract that reflect sufficient personnel are qualified to accomplish all tasks required by this contract. Provide status of employee training upon the Government's request.

4.2.3.4 English Language. Employees who deal directly with customers will be required to communicate clearly and concisely with the customers in English. This requirement is strictly for the purpose of efficiently performing the contract tasks.

4.2.4 Use of Government Employees. The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. In addition, the Contractor shall not employ any person who is an employee of the DoD if such employment would be contrary to the policies contained in AFI 64-106, Chapter 1, *Industrial Labor Relations Activities*.

4.2.4.1 Employment of Spouses/Dependents. The Contractor shall not employ any person who is a spouse or dependent child of a DoD employee (either military or civilian) when such employee would be placed in a conflict of interest or appearance of a conflict of interest by virtue of such employment.

4.2.4.2 Off-duty Military Personnel. The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to reorder to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. However, their absence at any time shall not constitute an excuse for nonperformance under this contract.

4.2.4.3 Identification of Contractor Employees. All contract personnel attending meetings, answering Government telephones, initiating or responding to email and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor shall present a neat appearance and be easily and consistently recognized as a Contractor employee at all times. This may be accomplished by wearing distinctive clothing bearing the name of the company and/or by wearing appropriate company badges. At a minimum Contractor employees are required to wear, or have in their immediate possession, a company photo badge and/or wallet size identification that reflects the contract title/number, complete name of Contractor's company, photograph of the employee prominently reflected on the face of the badge, and legal last, first, and middle name of the employee.

4.2.4.4 Organizational Conflict of Interest (OCI). Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Part 9.5. Any potential instance of OCI must be reported to the CO immediately.

4.2.4.5 Personal Conflict of Interest (PCI). The term "PCI" means that a Contractor employee assigned to the contract has interests which (i) may diminish his/her capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this

contract, or (iii) may result in an unfair competitive advantage. Any potential instance of PCI must be reported to the CO immediately.

4.2.4.6 Privately Owned Vehicles. Each Contractor employee driving a privately owned vehicle on the installation must carry minimum liability insurance as required by the state. Contractor employees shall adhere to all posted speed limits and shall not use hand-held cellular telephones while driving on the installation for phone calls or texting. Use of seatbelts is mandatory. Any Contractor employee cited for driving under the influence will have their driving privileges immediately revoked for a period to be determined.

4.3 Disruption of Services

4.3.1 Military Personnel. The Government retains the option to assign military representatives on a full or part-time basis at all contracted sites as deemed necessary for reasons, such as, to receive training, to assist in contingency efforts at site, or to evaluate site performance (not inclusive). The presence of military personnel shall in no way diminish the Contractor's responsibility to provide the operation services specified in this PWS.

4.3.2 Contingency Plan. The Contractor shall submit a contingency plan to the CO at contract start date, which explains how the Contractor will expand operations in emergency or contingency situations to ensure all services are provided, how the Contractor will ensure there are no interruptions of routine contract services due to labor disputes. Such plan shall be approved by the CO prior to Contractor assuming duties under this contract.

4.3.3 Labor Disruptions. The Government reserves the right to take over performance of this contract in the event of a labor strike, bankruptcy, default or period of non-performance by the Contractor's employees. In such events, the services will be performed exclusively by Government personnel and not a mix of Government and non-striking Contractor employees. At the direction of the CO, the Contractor agrees to remove its non-striking work force from the performance site and not interfere in any way with Government performance. The Contractor further agrees, under such circumstances, to permit the Government to use any essential Contractor-furnished property. The Government will not compensate the Contractor for performance during this period.

4.4 Conservation of Utilities. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities.

4.5 Environmental Protection. The Contractor shall comply with all applicable federal, state and local laws, regulations and standards that are or may become applicable to Contractor's activities in performance of this PWS.

4.5.1 Permits. The Contractor shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the contract, independent of any existing permits held by the Government. The Contractor acknowledges that the Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Contractor under the contract. In the event the Government is named as a secondary discharger or co-permittee for any activity or operation of the contract, the Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operations, including terminating this contract, without liability or penalty.

4.5.2 Right to Inspect. The Government's rights under this contract specifically include the right for Government officials to inspect upon reasonable notice the work site for compliance with environmental, safety and occupational health laws and regulations, whether or not Governmental is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make sure inspections. The Government normally will give the Contractor 24 hours prior notice of its intention to inspect, unless it determines the entry is required for safety, environmental, operations or security purposes.

4.5.3 Non-compliance. If the Contractor is found to not be in compliance with any of these regulations, there may be cause for the facility to shut down until the Contractor, when within the Contractor's control or the Government, has remedied the problem. Any sanitary deficiencies shall require immediate correction.

4.5.4 Spill Response. The Contractor is responsible to report and promptly clean up all Contractor initiated spills in a manner consistent with current environmental regulations. In the event that it is necessary to utilize Government material, equipment, or personnel to clean up a Contractor caused spill, the Contractor shall be required to reimburse the Government for all associated costs.

4.5.5 Audit. This contract may be subject to audit by any and all cognizant Government agencies. The Contractor shall make available all records, which it maintains with respect to these contract, to such agencies.

4.5.8 Failure to Insist On Compliance. The failure of Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this contract shall not be construed as a waiver or relinquishment of Government's right to the future performance of any such terms, covenants or conditions and the Contractor's obligations in respect to such future performance shall continue in full force and effect.

4.5.9 Green Procurement Program (GPP). The GPP is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. Many different items are covered by the GPP. Recycled-content products are designated by the Environmental Protection Agency (EPA). "Bio-based" products made from renewable plant materials are designated by the United States Department of Agriculture (USDA). Energy and water efficient products are designated by the Department of Energy (DOE). GPP also requires the Government to avoid purchasing Ozone Depleting Substances (ODS) and EPA-designated priority chemicals. Environmentally preferable purchasing (EPP) is a voluntary program, and it encourage the purchase of goods and services that have decreased effects on human health and the environment (compared to the competing goods and services that serve the same purpose), but are not already required by one of the mandatory GPP elements.

(1) Green Procurement is mandated except when the Contractor can show that the product with recycled content does not meet intended specifications, has excessive costs, or cannot be delivered in time to support the schedule of the contract. If the Contractor is unable to locate a specified product meeting the GPP requirement, identify the issue to the CO or GPM for guidance. GPP is based on legal requirements and the DoD facilities are subject to enforcement action if these requirements are ignored.

(2) The Contractor shall make maximum use of products containing recovered materials that are EPA-designated items IAW FAR Clause 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts. The list of EPA-designated items is available at <https://www.epa.gov/smm.comprehensive-procurement-guidelines-cpg-program>.

4.6. MISCELLANEOUS PARAGRAPHS:

4.6.1 Freedom of Information Act (FOIA). All official Government records affected by this contract are subject to the provisions of the FOIA (5 U.S.C. 552/DoD 5400.7-R/AF Supplement). Any request received by the Contractor for access/release of information from these records to the public (including Government/Contractor employees acting as private citizens), whether oral or in writing, shall be immediately brought to the attention of the CO for forwarding to the Base FOIA Manager to ensure proper processing and compliance with the Act.

4.6.2 For Official Use Only (FOUO). The Contractor shall comply with DoD 5400-7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

4.6.3 Notification of Debarment/Suspension Status. The Contractor shall provide immediate notice to the CO in the event of being suspended, debarred or declared ineligible by any other federal department or agency, or upon receipt of a notice of proposed debarment from another DoD Agency, during the performance of this contract.

4.6.4 Correspondence. The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

4.6.5 Post Award Conference. The Contractor agrees to attend any post award conference convened by the CO IAW FAR Part 42.5. These meetings shall be at no additional cost to the Government.

4.6.6 Privacy Act. Work on this contract may require that personnel have access to information protected by the Privacy Act. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling such information.

4.6.7 Records. All records created and received by the Contractor in the performance of this contract shall be maintained and readily accessible. Records shall remain the property of the Government.

4.6.8 Insurance. The Contractor shall obtain the necessary insurance as required by FAR part 28.3. The minimum amounts of insurance will be maintained IAW FAR 28.307-2.

4.6.9 Subcontracting. The Contractor shall ensure that any subContractor providing services on behalf of the Contractor has been approved by the CO prior to any such performance. The subContractor shall not have a negative performance history or be suspended or otherwise prohibited from doing business with the Government.

4.6.10 Data Rights. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

4.6.11 Fire Prevention. The Contractor shall take all necessary precautions to prevent fires in the units and Contractor-furnished and Government-furnished facilities while performing any work under this contract. In the event fires do occur, the Contractor shall immediately notify the Base Fire Department at 911. The Contractor shall then notify the requiring activity and the CO. The Contractor shall brief and document its employees monthly in fire safety issues and procedures in reporting fires.

4.6.12 Hazardous Materials.

(1) Prior to purchase or use, the Contractor shall provide the site HAZMART, through the CO, a list of all hazardous materials the Contractor proposes to bring onto Government property and shall submit a Safety Data Sheet (SDS) for each Hazardous Chemical listed in OSHA Hazard Communication Standard 29 CFR 1910.1200. The purpose of the inventory is to provide information for Emergency Planning and Community Right-to-Know Act (EPCRA) reporting.

(2) Any products that meet the criteria of "Hazardous Waste" must be bar coded and tracked until permanently removed from Government property. Criteria for identifying hazardous waste are contained in

Subpart C of 40 CFR Part 261. NOTE: Products containing chlorofluorocarbons (CFC's) or ozone depleting substances shall not be allowed or approved for use.

(3) The Contractor shall ensure that all Contractor employees complete the local HAZMART, and hazardous waste training. The Contractor shall ensure that all Contractor employees complete Hazardous Communication, , RCRA Hazardous Waste Training, , First responders Awareness Level 1, Hazmat Loading Dockworker training.

4.6.14 Inclement Weather. If the base closes due to inclement weather, the Contractor will be released, by the installation commander, with the general population of the base at no decrement to contract price. The Contractor shall follow the local procedures for reporting in inclement weather as advertised on local television and radio stations.

4.6.15 Section 508 Compliance. The Contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when federal agencies develop, procure, maintain, or use electronic information technology, federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

4.7 Security (SS-S01)

4.7.1 General:

4.7.1.1 Contractors shall comply with all base security regulations and with actions dictated by force protection condition changes/measures. For real-world situations/exercises, changes to force protection conditions could impact Contractor performance of work and can include denial of access to the installation to perform work.

4.7.1.2 The Contractor and its employees shall comply with all base traffic regulations.

4.7.1.3 Contractor employees are prohibited from possessing weapons, firearms or ammunition, on themselves or within Contractor-owned or privately owned vehicle while on Air Force installations.

4.7.1.4 The Contractors shall report suspicious activity (refer to Edwards AFB Contractor Antiterrorism Awareness pamphlet) to Security Forces at 661-277-3340 (or 911, from land line) in a timely manner.

4.7.2 Required Training

4.7.2.1 Contractor personnel who require routine physical access to the installation shall comply with Level I – Anti-Terrorism Awareness training requirements. Routine physical access applies to Contractor personnel whose contract, performance work statement/statement of work has a 45 day or more period of performance. AT Level I training provides Contractor employees with the requisite knowledge necessary to remain vigilant for possible terrorist threats. AT Level I training can be taken at <https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf> for non-Common Access Card (CAC) holders. CAC holders may complete AT Level I training (Force Protection course) via the Advanced Distributed Learning Service at <https://golearn.adls.af.mil/login.aspx>. Tracking for each Contractor or subContractor employee is the responsibility of the COR or unit Anti-Terrorism Representative.

4.7.2.2 Contract employees requiring a Common Access Card (CAC) shall receive documented Information Assurance (IA) training, by the Government, prior to receiving access to the local area network (LAN). Authorized users will receive initial IA orientation and annual awareness training to ensure they know, understand, and apply the IA requirements of Air Force information and IAs. The minimum orientation and awareness requirements for users are outlined in DoD 8570.01-M. IA Program. The Contractor shall comply with the established Command, Control, Communication, and Computers (C4) Systems IA program to integrate security education, training, and awareness covering the Communications Security (COMSEC), Computer Security (COMPUSEC), and Emissions Security (EMSEC) disciplines.

4.7.3 Security Clearance Levels. Contractor personnel performing work under this contract must have a Secret at time of the proposal submission, and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254.

4.7.3.1 TIER 1 Investigation: Access to the Government installation, facilities and information systems requires, at a minimum, a favorable *Tier 1 Investigation* or higher for *all* personnel. Copies of completed application documents and forms shall be furnished to the RQ-West Security Office and the COR at least two days prior to the start of work. The Contractor shall not assign any of its personnel to work on this contract until a favorable current Tier 1 (or higher) or an Interim SECRET (or higher) is completed and certified.

4.7.3.2 The Contractor shall utilize the DoD designated system of record (e.g. Joint Personnel Adjudication System [JPAS]) for Contractor eligibility and access. The Contractor is responsible for annotating and maintaining the accuracy of their employees' access records. Proof of required background investigations through the DoD system of record shall be provided to the COR upon request.

4.7.4 Additional Security Requirements:

4.7.4.1 Physical Security. The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

4.7.4.1.1 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the CO.

4.7.4.1.2 Lost/Duplicated Keys. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

4.7.4.1.3 Authorized Use. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO.

4.7.4.1.4 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

4.7.4.1.5 The Contractor shall comply with all security requirements imposed by the Installation. Specific security considerations will be handled on an individual Task Order basis as required.

4.7.5 Computer Security (COMPUSEC).

4.7.5.1 Local Area Network (LAN). The Government will provide limited access to the existing LAN to include email capability. The Contractor shall not use the LAN for purposes other than for work required under this contract.

4.7.5.2 Common Access Card (CAC). The Contractor's PM shall complete all necessary documents for all Contractor personnel requiring access to Edwards AFB. CACs shall be required for all on-site Contractor personnel. The Contractor's PM shall ensure the Government representative in the local organization designated to authorize issuance of Contractor's CACs (*i.e.* Trusted Agent (TA) receives a Visitor Request for each employee through the Trusted Agent Security System (TASS). Contractor personnel shall electronically submit application to the TA, once approved, set up appointment at <https://rapids-appointments.dmdc.osd.mil/> or go to the Military Personnel Section.

4.7.5.3 National Agency Check Investigations (NACI). The Contractor shall have current favorable National Agency Check investigations for its employees, from the Government, by contract start date and throughout the life of contract. These investigations shall be submitted by the Government at no additional cost to the service provider.

4.7.5.4 Restricted Area Badges. The Contractor shall obtain a Restricted Area Badge for all personnel from the 412th TW thru the RQ-West Security Office for entrance to restricted areas prior to commencing work under this contract. If not, the Contractor shall be escorted by an authorized escort.

4.7.6 Contractor Access to Air Force Installations. All Contractor employees will be subject to a criminal history background check IAW Air Force Manual (AFMAN) 31-113, Installation Perimeter Access Control, and 412th Test Wing Integrated Defense Plan (IDP) 31, Volume I (the AFMAN and IDP are both limited access documents but more details on the requirements/process in terms of background checks can be provided by the Contracting Office upon request). Vehicle registration, proof of insurance, and a valid driver's license must be presented for vehicles. Installation Commanders may deny access and credentials based on information obtained during identity vetting that indicates the individual may present a threat to the good order, discipline, and morale of the installation.

4.7.6.1 Base Access. For Contractor personnel who wish to obtain long-term base access via an AFMC Form 496, *Application for AFMC Identification Card*, IAW Air Force Federal Acquisition Regulation Supplement (AFFARS) Clause 5352.242-9000, *Contractor Access to Air Force Installations*, the prime Contractor shall submit a written request on company letterhead to the CO with the following information (prior to submitting a request for Base access via an AFMC Form 496): 1) contract number, 2) location of work, 3) expiration date (must be on or before contract's expiration date), and 4) names of employees/ subContractor employees needing access to the base, to include each employee's company name.

4.7.6.1.1 It is recommended that the prime Contractor provide a copy of the request letter to each employee for verification purposes when the employee comes to RQ-West Security Office to get their AFMC Form 496 signed.

Employees for which no request letter can be found or provided will result in the employee being asked to return on another date/time so verification can be made.

4.7.6.1.2 Base passes will be limited to the length of the contract not to exceed three years from the date the AFMC Form 496 is submitted to the RQ-West Security Office for signature.

4.7.6.1.3 Individuals requesting DBIDS passes/cards through AF Form 496s must be on an authorized DD Form 577 signed by the current Commander/Director of the presiding unit.

4.7.6.1.4 The AFMC Form 496 will be reviewed/approved by the CO, then taken by the Contractor employee to the Edwards AFB Pass & Registration Office at Building 3000 for the security portion and issuance of the base pass.

4.7.6.1.5 Only employees who will be working on the contract consistently/frequently should be submitted for a long term base pass.

4.7.6.2 No states are subject to Real ID Act enforcement at this time. The DoD will accept standard state-issued driver's licenses and identification cards from all U.S. States and territories as proof of identity. Please visit the Department of Homeland Security's (DHS) website to get the latest information, <https://www.dhs.gov/current-status-states-territories>.

4.7.6.3 During performance of the contract, the Contractor shall be responsible for obtaining required identification for newly assigned personnel.

4.7.6.4 The Contractor shall be responsible for prompt return of credentials and vehicle passes for: 1) any employee who no longer requires access to the work site; 2) upon request by a CO; and 3) upon completion or termination of the contract. The prime Contractor shall ensure that all base identification passes issued to employees and subContractor employees are returned to the issuing office. Failure to comply with these requirements may result in withholding of payment.

4.7.6.5 Notification of Government Security Activity And Visitor Group Security Agreements. This contract contains a DD Form 254, *DoD Contract Security Classification Specification*, and requires performance at a Government location in the United States. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the Contractor shall take the following actions:

(1) Within thirty (30) days of contract award, notify the security activity shown in the distribution block of the DD Form 254 as to:

(a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(b) The contract number and military contracting command;

(c) The highest classification category of defense information to which Contractor employees will have access;

(d) The Air Force installations in the U.S. where the contract work will be performed;

(e) The date Contractor operations will begin on base in the U.S. or in the overseas area;

(f) The estimated completion date of operations on base in the U.S. or in the overseas area;

and;

(g) Any changes to information previously provided under this clause.

***This requirement is in addition to visit request procedures contained in DoD 5220.22-M, National Industrial Security Program Operating Manual.*

(2) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the Contractor is not required to have a facility security clearance, the Contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the

Contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(a) By the installation for the Contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and;

(b) Jointly by the Contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

4.8 Safety. It is the Contractor's responsibility to ensure its employees and managers have a comprehensive understanding of and full compliance with OSHA requirements. Detailed information is available on the OSHA website at <http://www.osha.gov>. It is the Contractor's sole responsibility for compliance with OSHA, Public Law 91-596. The Contractor shall comply with all federal, state and local laws, and Air Force Instructions for the protection of their employees while working on an Air Force Installation or property. The protection of Contractor employees is exclusively the obligation of the Contractor. The Contractor shall manage all work areas to ensure the safety of building occupants, base personnel, or visitors in or near the areas. (SS-S02)

4.8.1 Safety and Health Plan. The Contractor shall submit a Safety and Health Plan that describes the capabilities and processes to ensure compliance with safety and health requirements during the performance of the work described in the solicitation. The Contractor's plan shall include appropriate measures to ensure the Contractor reacts promptly to investigate, correct and track alleged safety and health violations and/or uncontrolled hazards in Contractor work areas. Contractor must ensure that personnel are properly trained on the equipment they are tasked to operate. The Contractor shall develop site specific mishap reporting procedures which result in damage to Government property or injury to Air Force personnel. These procedures are to be included in the safety and health plan for review. In accordance with AFI 91-202, *The USAF Mishap Prevention Program*, AFMC Supplement, Safety Program, the Contractor shall submit a Safety and Health Plan to the CO for review and acceptance by the safety office within 60 days of contract award.

4.8.2 Safety Equipment. The Contractor shall furnish personal safety equipment for its employees in performance of this contract. Safety equipment includes shoes or boots, eyewear, respirators, lab coats, head gear and gloves.

4.8.3 Safety Threats. The Government reserves the right to restrict the employment, under this contract, of any Contractor employee, or prospective Contractor employee who is identified as a potential threat to health, safety, security, general wellbeing, or the operational mission of the installation and its population. The Contractor shall perform background checks, at Contractor's expense, to ensure that said employee has not been convicted of any sexual crime or any crime against children.

4.8.4 Substance Abuse Testing. The consumption of alcoholic beverages or illegal drugs by Contractor personnel, while on duty, is strictly forbidden. Contractor employees shall be subject to substance abuse testing as a result of a mishap investigation when an individual's actions or inactions are suspected as factors in a mishap sequence. The CO or COR may identify the employees to be tested and the drugs and substances for which those employees must be tested. The service provider shall accomplish the specified testing using a certified [i.e., a certified lab that meets Department of Health and Human Services (DHHS)/ Substance Abuse and Mental Health Services Administration (SAMHSA) certification] medical substance abuse testing facility. Results of the test(s) shall be provided to the Government solely for the purpose of completing an investigation. The Contractor shall immediately remove any employee who is found to be under the influence of alcohol or drugs.

4.8.5 Appearance. Contractor personnel shall present a clean and neat appearance. Contractor's uniform must be easily recognized. This shall be accomplished by wearing distinctive clothing bearing the name of the company and/or by wearing badges that contain the company name and employee name.

4.8.5.1 Uniforms. The Contractor shall furnish uniforms for its employees in performance of this contract. Uniforms shall be consistent throughout the staff. Uniforms will be clean, presentable, and in good repair.

SECTION VI

APPENDIX 1

DEFINITIONS

Contract Administrator (CA). The individual within the contracting office who performs the day-to-day administration of the contract. The Contract Administrator may also be the Contracting Officer.

Contracting Officer (CO). The duly appointed Government agent authorized to award or administer contracts. The Contracting Officer is the only person authorized to contractually obligate the Government.

Contracting Officer Representative (COR). Individual who monitors a Contractor on a daily basis and who is involved in every aspect of a contract to ensure the Contractor is in compliance with that contract.

Corrective Action Report (CAR). Used to document unacceptable performance by the Contractor.

Defect. Any non-conformance with requirements specified in the contract.

Defective Performance. A service output that does not meet the standard of performance specified in the contract for that service.

Fair Wear and Tear. The deterioration of items attributed to normal usage.

Government Furnished Property (GFP). Facilities, equipment, tools, supplies, parts, or any other items furnished for the concessionaire's use by the Government.

Joint Use Equipment. Equipment (including MHE) and tools owned by the Government but allowed to be used by the Contractor in the performance of a valid contract requirement.

Major discrepancy. A major finding is defined as a condition that would endanger personnel, jeopardize equipment or system reliability, affect safety of flight, or warrant discontinuing the process or equipment operation.

Minor discrepancy. A minor finding is defined as an unsatisfactory condition that requires repair or correction, but does not endanger personnel, affect safety of flight, jeopardize equipment reliability, or warrant discontinuing a process or equipment operation.

Performance Assessment. A process that measures success towards achieving defined performance objectives or goals defined within the performance thresholds in the services summary or the process of assessing progress towards achieving the objectives/goals developed in a performance plan or partnering agreement.

Performance Indicator. A measurable characteristic of an output of a work process. Generally synonymous with attribute.

Performance Management. The use of performance measurement information to effect positive change in organizational culture, systems, and processes, by helping to set agreed upon performance goals, allocating and prioritizing resources, informing managers to either confirm or change current policy or program directions to meet those goals, and sharing results of performance in pursuing those goals.

Performance Objective. The outcome associated with successful contract performance in a specific area. This is a critical success factor in achieving the organization's mission, vision and strategy which, if not achieved, would likely result in a significant decrease in customer satisfaction or risk mission failure. Obtaining multi-services/sub-services performed at a certain measurable standard and consistently ensures success in achieving the objectives critical to the mission.

Performance Threshold. The minimum performance level of a performance objective required by the Government.

Quality Assurance (QA). Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS). Not to be confused with the specific contract requirement of Quality Assurance.

Quality Assurance Program Coordinator (QAPC). The individual designated by the contracting squadron commander to manage the installation QA program.

Quality Control (QC). Those actions taken by a concessionaire to control the performance of services so that they meet the requirements of the PWS.

Services Summary (SS). A summary of the performance objective and performance threshold required by the Government in concessionaire performance. Also known as a Performance Requirements Summary or Services Delivery Summary or Performance Requirements Document.

Standard. An exact value, a physical entity, or an abstract concept, established and defined by authority, custom, or common consent to serve as a reference, model, or rule in measuring quantities or qualities, establishing practices or procedures, or evaluating results. A fixed quantity or quality. A defined measure of comparison.

ACRONYMS

ADLS - Advance Distributed Learning Service
ADPE – Automated Data Process Equipment
AFB - Air Force Base
AFCAV - Air Force Calibration Authority Viewer
AFH - Air Force Handbook
AFI - Air Force Instruction
AFMAN - Air Force Manual
AFMC – Air Force Materiel Command
AFRL - Air Force Research Laboratory
AFTO - Air Force Technical Order
AP - Accumulation Point
APSR - Accountability Property System of Record
BEE - Bio-Environmental Engineering
BITS - Base Information Transfer System
CA - Contract Administrator
CA/CRL – Custodian Authorization/Custody Receipt Listing

CAP – Contractor Acquired Property
CAS - Combat Munitions System
CD-R - Compact Disk-Recordable
CE - Civil Engineer
CM - Contract Manager
CMCS - Material Control System
CO - Contracting Officer
COMSEC – Communications Security
COR – Contracting Officer Representative
COTS - Commercial-off-the-Shelf
CPARS - Contractor Performance Assessment Report System
CRADA – Cooperative Research and Development Agreement
CSU – Customer Service Unit
CTA – Commercial Test Agreement
CTK - Consolidated Tool Kit
DD - Department of Defense
DFAS - Defense Finance Accounting Agency
DIFM – Due-In from Maintenance
DLA - Defense Logistics Agency
DLADS – Defense Logistics Agency Disposition Services
DoD - Department of Defense
DoDM - Department of Defense Manual
DOT - Department of Transportation
DPAS – Defense Property Accountability System
DSN - Defense Switch Network
DVD-R - Digital Versatile Disc-Recordable
EAE - Equipment Accountability Element
EC – Equipment Custodians
eCMRA - Contractor Manpower Reporting Application
ECO – Equipment Control Officer
ECU – Equipment Control Unit
EDD – Estimated Delivery Date
EESOH-MIS - Enterprise Environmental Safety, an Occupational Health Management Information System
EM - Environmental Management
EPA – Educational Partnership Agreement
ESD - Electrostatic Discharge
ETIMS - Enhance Technical Information Management System
FEDEX - Federal Express
FTS - Fuels Tracking System
GFE – Government furnished Equipment
GFP – Government furnished property

GPC – Government Purchase Card
GPM - Government Program Manager
GSA - General Service Administration
HMMP - Hazardous Material Management Process
HQ - Headquarters
HWMP - Hazardous Waste Management Plan
HWSF - Hazardous Waste Support Facility
IAP - Initial Accumulation Point
IATA - International Air Transport Association
IAW - In Accordance With
IAW – In Accordance With
ILS-S – Integrated Logistics Supply System
IPA – In-Transit Property Areas
IT - Information Technology
IT- Information Technology
ITECs- Information Technology Equipment Custodians
JON – Job Order Number
L/P – Local Purchase
LAN - Local Area Network
LCO – Loan Control Officer
LDETS - Laboratory Developed Explosives Tracking System
LEAP - Logistics Evaluation Assessment Program
LMCA – Logistics Material Control Activity
LRS – Logistics Readiness Squadron
LSS – Logistics Support Stocks
MFT - Multi-Functional Team
MHE - Material Handling Equipment
MHU – Material Handling Unit
MICT – Management Inspection Control Tool
MSA - Munitions Storage Area
NFPA - National Fire Protection Association
NGA – Non-Government Agencies
NSN – National Stock Number
OI - Operating Instruction
OPSEC - Operations Security
OSHA - Occupational Safety & Health Administration
PA - Property Administrator
PCI - Personal Conflict of Interest
PHA – Project Holding Areas
PMI - Preventive Maintenance Inspections
POC - Point of Contact

PPI - Past Performance Information
PWS - Performance Work Statement
QA - Quality Assurance
QASP - Quality Assurance Surveillance Plan
QC – Quality Control
QCP - Quality Control Plan
R&D - Research and Development
RM - Records Management
ROS – Report of Survey
SATE - Security, Awareness, Training, and Education
SCR - Special Certification Roster
SDS - Safety Data Sheet
SOP – Standard Operating Procedure
Sq Ft - Square Foot/Feet
TDS - Technical Distribution System
TFAT - Total Force Awareness Training
TMO - Transportation Management Office
TO - Technical Orders
TODD - Technical Order Distribution Office
TSA – Temporary Storage Areas
UEC - Unit Environmental Coordinator
US - United States
VCO - Vehicle Control Officer
VIL - Vehicle Identification Link
WAR - Weekly Activity Report
WEX - Wright Express

APPENDIX 2

WORKLOAD ESTIMATES (These estimates do not account for surge operations)

LMCA FUNCTIONS

Function	Events Per Month	Units Handled Per Month	Units On-Hand	Total Cost of Assets
Warehouse Shipments	16-20	125-150	-	-
Accountable Assets:	-	-	-	-
R14/R15 Items	-	-	1,500	\$35M
Logistics Support Stock (LSS)	-	-	12,000	800K
ADPE	-	-	4,300	\$5M
GPC Transactions	360	-	-	-
Inventory Adjustment Transactions	-	-	-	-
ADPE	360	-	-	-
Equipment	100	-	-	-
New ADPE Items	100	-	-	-
New Equipment Items	50	-	-	-
*Excess/Turn-Ins ADPE	700	-	-	-
*Excess/Turn-Ins Equipment	100	-	-	-
10% Inventory	1-4	-	-	-
Transport/Deliver to Customer		120-140		
Other Support				
Military Exercise Participation	5 Yr	-	-	-
LMCA Conference Travel	1 per Yr	-	-	-
ADPE Conference Travel	1 per Yr	-	-	-
Monthly Logistics Meeting	2	-	-	-
Contractor In-House Review	1	-	-	-
Number of LMC Customers Supported	-	550	-	-
Over 50 Storage Areas on AFRL-West	-	-	-	-
-	-	-	-	-
-	-	-	-	-

*Subject to Surge Rates that May double Values for Short-Term Projects

MUNITIONS SECTION FUNCTIONS

Function	Events Per Month	Units Handled Per Month	Units On-hand	Total Cost of Assets
Administrative Support				
Correspondence Processing/Tracking	10-15	-	-	-
Records Management	25	-	-	-
Scheduling	25	-	-	-
WAR Prep	4	-	-	-
Training Coord/Documentation	4	-	-	-
ADPE Management	-	-	47	\$200K
Munitions Section Operations Support				
Munitions Document Control Processing	30-40	-	-	-
Inventories (including processing)	4-6	-	-	-
Combat Ammunition System (CAS) Assets	-	-	77K	\$14M
Lab Developed Explosives (LDE) Assets	-	-	20K	\$8M
Storage Activities	25-30	-	-	-
Transportation Activities	2-5	-	-	-
Shipping/Receiving Activities	1-3	-	-	-
Equipment Maintenance	1-3	-	5-8	-
HAZMART				
Chemical Assets	-	-	8-11K	-
Chemical Request Processing	-	80-100	-	-
Chemical Receipt/Issues	-	350-400	-	-
Waste Turn-In Processing	-	80-100	-	-
Waste Accumulation Point Pick-Up	1	-	-	-
Inventories	2-3	-	-	-
Fuels				
Fuels Transactions Processing	-	15-20	-	-
Gas Cylinder Assets	-	-	700-850	\$200K
Fuel Assets	-	-	30-40	\$150K
Storage/Inspection/Inventory Activities	-	8-10	-	-
Transportation Activities	-	5-8	-	-
Hazardous Materials				
HazMat Shop Compliance Assessment/Rpt	1-3	-	-	-
HazWaste IAP Compliance Assessment/Rpt	1-3	-	-	-
Other Support				
Military Exercise Participation	5	-	-	-

Weekly Scheduling Meeting	4-5	-	-	-
Weekly Munitions Safety Training	1-5	-	-	-
Ancillary Training	2-5	-	-	-
External Assessments (State/UEC/IG etc.)	2-5	-	-	-
Contractor In-House Review	1	-	-	-
Number of Munitions Section Customers Supported	-	-	550	-

QUALITY ASSURANCE SUPPORT FUNCTIONS

Function	Events Per Month	Units Handled Per Month	M/H Per Month	Total Cost of Assets
New Comers Orientation/Logistics Support	4	-	4-6	
Computer Support	-	-	4-10	-
Administrative Support/File Management	-	-	6-20	-
Review/Update Self-Inspection Checklists	-	-	2-8	-
Monthly QA Summaries	1	-	2-4	-
Digitize Documents	-	-	4-10	-
TODO Support	-	-	4-10	-
Document Handling Training	-	-	4-10	-
CTK/SCR Program POC	-	-	4-10	-

VEHICLE CONTROL SUPPORT FUNCTIONS

Function	Events Per Month	Units Handled Per Month	M/H Per Month	Total Cost of Assets
Administrative Support	-	-	80-120	-
VCO/VCNO Coordination	-	-	6-10	-
Customer Coordination	20-30	-	20-30	-
LRS Coordination	-	-	2-6	-
Periodic Program Requirement Compliance	9	-	4-10	-
Facility Coordination	1-3	-	1-2	-

APPENDIX 3

GOVERNMENT FURNISHED FACILITIES/EQUIPMENT

GOVERNMENT FURNISHED FACILITIES:

8354: Logistics Support Office Bldg
8425: HAZMART Office and Warehouse
8460: LMCA Office and Warehouse

Square Footage	Use
425 square feet	8354 Office Area
221 square feet	8425 Office Area
1044 square feet	8425 Warehouse
1330 square feet	8460 Office Area
43,000 square feet	8460 Warehouse

Note: Building 8460 and 8354 are shared facilities (Contractor/Government). There is a parking area on the north side of building 8460 and all around building 8354 for employees. Building 8425 is a Contractor operated facility and has parking spaces on the east side of the building.

GOVERNMENT FURNISHED EQUIPMENT

Asset No	Use d On	Description	Model No	Serial No	MFR	Current Location	Asset Notes
4000115	Acct 2	Work Bench, 60"x30"			Rousseau	HazMart	Blue/Black Top
4000116	Acct 2	Workbench, 60"x30"			Rousseau	HazMart	Blue/Metal Top
4000117	Acct 2	Hand Drum Cart, Green Dolly				HazMart	
4000118	Acct 2	Ladder, 8' Fiberglass	NXT1A08	100515-03	Werner	HazMart	
4000119	Acct 2	Pressure Washer, 1700psi	10BLE-025	1004084772M	Black & Decker	HazMart	
4000121	Acct 2	Air Compressor, 250#	YN301PL	BM103600250	Ryobi	HazMart	
4000122	Acct 2	Step Ladder, Fiberglass 2ft	6002	R5466501	Werner	HazMart	
4000123	Acct 2	Flammable Liquid Storage Cabinet, 22 Gal., 23"x18"x65"			Justrite	HazMart	
4000124	Acct 2	Floor Jack, 3 ton	950244		Craftsman	HazMart	

4000125	Acct 2	Pallet Jack, Heavy Duty, 8000#, 48"x27"	H2721	130834	Uline	HazMart	
4000126	Acct 2	Television, LED LCD, 46"	LED46A55R120 Q	1107LE46A55A100016	RCA	HazMart Ofc	
4000128	Acct 2	Laminator	Heat Seal H425		GBC	HazMart	
4000129	Acct 2	Shop Vac, 16gal, 6.5hp, 265 blowing mph	16Gal		Craftsman	HazMart	
4000145	Acct 2	Whiteboard, 48"x36"			Quartet	Rachel's Ofc	
4000146	Acct 2	File Cabinet, 3-drawer, black			Versa Core	Rachel's Ofc	
4000155	Acct 2	Bookcase, Metal 2 Shelf, 3'x2'			HON	HazMart	
4000172	Acct 2	Paper Shredder	PS70-2		Fellowes	Rachel's Ofc	
4000174	Acct 1	Cylinder Storage Locker A	1810-FS00-C	24582-IL	Safety Storage	9423/139	17'7" x 9'6" x 8'8"
4000175	Acct 1	Cylinder Storage Locker B	1810-FS00-C	24581-IL	Safety Storage	9423/139	17'7" x 9'6" x 8'8"
4000177	Acct 1	Cylinder Storage Locker - C/D	0002132-3812FSE		Safety Storage	9424/139	
4000186	Acct 2	Drum Mover, Fork Mouted, Green	6145B-0608		McMaster Carr	9425/139	
4000188	Acct 2	Drum Dolly (Orange)			Wesco	9425/139	
4000189	Acct 1	Connex (Magazine) 20'x7'x3'				9425/139	Center vent in front is damaged
4000190	Acct 2	Pallet Truck, Deluxe 8000# capacity, BLACK		150996	Uline	9423/139	
4000193	Acct 2	Drum Dolly, Red			Meco	9513/139	
4000194	Acct 2	Socket Set, 154 pc in Case			Blackhawk	Munitions Truck	
4000197	Acct 2	Multi-Plier Tool, Leatherman			Gerber	Munitions Truck	Metal TAG on toolbox, paint pen tag # on tool
4000198	Acct 2	Drill, 18V, 1/2"	DC925	859737	DeWalt	Munitions Truck	

4000199	Acct 2	Sawzall	DC385	603089	DeWalt	Munitions Truck	
4000200	Acct 2	Circular Saw	DC390	221995	DeWalt	Munitions Truck	
4000201	Acct 2	Pipe Wrench, 18"			Riteco	Munitions Truck	
4000203	Acct 2	Metal Tool Box, 4 Drawer	M26068		Craftsman	9425/139	Was moved to HazMart temporarily
4000205	Acct 2	Truck Tool Box, White, 18x18x24			Delta Pro	9425/139	HazMart temporarily
4000206	Acct 2	Truck Tool Box, White, 18x18x24			Delta Pro	9425/139	
4000207	Acct 2	Wrench Set, 3pc Adjustable			Craftsman	Munitions Truck	Metal tag on tool box, paint pen tag# on tool
4000208	Acct 2	Screwdriver Set	41619		Craftsman	Munitions Truck	30pc set @ \$44.99, SVT01720 12pc set @ \$29.99, SVT02597 Combined have 40 of 42pcs, Munitions Truck and House Apr18,2017: 20pcs in Munitions Truck, 16pcs in 8358/House, 4pcs in 139/Connex Apr17,2018: annual inventory, 19 pcs in Munitions Truck, 6pcs in Connex,
4000210	Acct 2	File, Flat w/ Handle				Munitions Truck	Metal tag on tool box, paint pen tag# on tool
4000212	Acct 2	Extension, 3/8", 6"			Easco	Munitions Truck	Metal tag on tool box, paint pen tag# on tool
4000214	Acct 2	Pipe Wrench, 10"			Riteco	Munitions Truck	
4000216	Acct 2	Channel Locks, 10"			Wilde	Munitions Truck	
4000217	Acct 2	Cutting Pliers, 8"	D2000-48		Klein Tools	Munitions Truck	
4000218	Acct 2	Channel Locks, 10"			KAL	Munitions Truck	
4000219	Acct 2	Channel Locks, 7.5"			Witco	Munitions Truck	Metal tag on tool box, paint pen tag# on tool
4000220	Acct 2	Nail Puller, 11-3/4"	37331		Craftsman	Munitions Truck	
4000222	Acct 2	Hammer 16oz	38127		Craftsman	Munitions Truck	

4000224	Acct 2	Super Bar			Vaughen	Munitions Truck	
4000226	Acct 2	Pry Bar, Flat	37330		Craftsman	Munitions Truck	
4000228	Acct 2	Rubber Mallet	45787		Craftsman	Munitions Truck	
4000229	Acct 2	Crimper CAP M2			Sargent	Munitions Truck	Metal tag on tool box, paint pen tag# on tool
4000230	Acct 2	Cylinder Rack, Trunk Mounted, Red (holds 8 Cyl)			Fabricated?	Munitions Truck	Mounted on stakebed
4000231	Acct 2	Extension, 3/8", 3' Long			Easco	Munitions Truck	Metal tag on tool box, paint pen tag# on tool
4000232	Acct 2	Allen Wrench Set, Standard, 11pc			Vondhus	Munitions Truck	
4000233	Acct 2	Allen Wrench Set, Metric, 9pc				Munitions Truck	
4000234	Acct 2	Drill Index Set, 15pc (only 12 of 15 found)			Cle-Line	Munitions Truck	
4000235	Acct 2	Drill Bit Set, 20pc (Only 19 of 20 found)			Craftsman	Munitions Truck	
4000236	Acct 2	Stamp Set, Steel			CH Hanson	8358/House	
4000237	Acct 2	Stamp Set, Steel, Letters & Figures	9365		Young Bros Stamp Works	8358/House	
4000242	Acct 2	File Cabinet, 4 Drawer, Black				8358/House	Lock is Broken
4000243	Acct 2	Drum Pump, Safety	7-806		Justrite	HazMart, inside 4000108	Inside tag#4000264/Rubbermaid Storage(Pumps & Colwasa) - no longer applicable
4000244	Acct 2	Tool Box, 310pc Chest			Craftsman	HazMart	
4000245	Acct 2	Tool Box, Roll Away			Craftsman	HazMart	
4000247	Acct 2	Rotary Stainless Steel Drum Pump	11219		New Pig	HazMart	Inside tag#4000264/Rubbermaid Storage(Pumps & Colwasa)
4000248	Acct 2	Drum Scale, 500# Capacity, TMDE J140712	MKE-5	33909	Arlyn Scales	HazMart	
4000253	Acct 2	Dead Blow Hammer, 45oz	CCD45		Estwing	HazMart	

4000254	Acct 2	Linesman Pliers, 8"			Husky	HazMart	
4000255	Acct 2	Channel Lock Pliers	440		Channel Lock	HazMart	
4000256	Acct 2	Crescent Wrench, 8"			Crescent	HazMart	
4000259	Acct 2	FLAT Shovel			Husky	HazMart-tool shed	
4000261	Acct 2	Rubbermaid Storage Containr - PPE, 4'x6'x3'			Rubbermaid	HazMart	
4000262	Acct 2	Rubbermaid Storage Container - PIG MATS, 4'x6'x3'			Rubbermaid	HazMart	This is unmarked because people were helping themselves to the pig mats per Tim
4000263	Acct 2	Rubbermaid Storage Container - TOOLS & HARDWARE, 4'x6'x3'			Rubbermaid	HazMart	
4000264	Acct 2	Rubbermaid Storage Container - PUMPS & COLWASA, 4'x6'x3'			Rubbermaid	HazMart	
4000265	Acct 2	Rubbermaid Storage Container - HAZARDOUS WASTE LABELS, 4'x6'x3'			Rubbermaid	HazMart	
4000266	Acct 2	Rubbermaid Storage Container - STRAPS & TARPS, 4'x6'x3'			Rubbermaid	HazMart	
4000267	Acct 2	Rubbermaid Storage Container - FUNNELS, DRUM CAPS & DRUM TOOLS, 4'x6'x3'			Rubbermaid	HazMart	
4000268	Acct 2	Rubbermaid Storage Container - EXTENSION CORDS & PSI WASHER, 4'x2'x3'			Rubbermaid	HazMart	
4000269	Acct 2	Pump, Transfer Utility, Cast Iron	TP-500K	3104	Ridgid	HazMart	Inside Black Case

4000270	Acct 2	Rake, Fiberglass Handle	EMX-26F		Truper	HazMart	Inside outside shed with padlock
4000271	Acct 2	Garden Rake	1825300		Ames	HazMart	Inside outside shed with padlock
4000272	Acct 2	Drum Grabber, Yellow			Wesco	HazMart	
4000273	Acct 2	Rubbermaid Storage Container - RANDOM STORAGE, 4'x2'x3'			Rubbermaid	HazMart	
4000274	Acct 2	Drum Pump, Rotary, Metal	1009		National Spencer	Hazmart-inside locker B	Paint pen tag# on pump At time of initial inventory was on drum in Locker B
4000275	Acct 2	Tool Box, Truck Mounted			Delta Pro	HazMart Truck	
4000276	Acct 2	Multi-Head Pliers, (Diagonal, Linesman, Needle Nose)	375463		Husky	HazMart	Inside HazMart Truck/mounted tool box
4000277	Acct 2	Multi-Head Wrench (6, 8, 10)	900381		Husky	HazMart	Inside HazMart Truck/mounted tool box
4000278	Acct 2	Leatherman Wave, Multi Tool	Wave		Leatherman	HazMart	Inside HazMart Truck/mounted toolbox
4000279	Acct 1	Drum Shed				HazMart	
4000280	Acct 2	Pallet Storage Awning				HazMart	Weld has popped in center post/forklift dents in center of top of awning.
4000281	Acct 2	310pc Tool Set			Craftsman	HazMart	Tool Set includes: Qty 50 - Allen Wrenches, Chisels & Punches Qty 15 - Upper Right Drawer Qty 10 - Line Wrenches Qty 25 - Metric Wrenches Qty 13 - Standard Wrenches Qty 68 - 1/4" Sockets Qty 75 - 3/8" Sockets Qty 41 - 1/2" Sockets Qty 3 - Air Tools Qty 7 - Misc Tools Qty 3 - Hammers & Bung Wrenches
4000282	Acct 2	Screwdriver Set, 36pc			Craftsman	HazMart	Qty 36pc, Drawer labeled Flat Head, Star and Phillips Head Screwdrivers

							Apr17,2018 - inventoried 37pcs
400028 5	Acct 2	Job Box, 50 Gallon, Black			Stanley	HazMart	
400029 5		Spade Shovel			Ridgid	HazMart	
400029 6		Large Workstation w/ Stainless Steel Top				HazMart	

GOVERNMENT FURNISHED PROPERTY

The Government will furnish office furniture, lockers, and break room furnishings with an estimated value of \$7,963.28.

GOVERNMENT JOINT USE EQUIPMENT/PROPERTY INVENTORY

DESCRIPTION	MFG	MDL#	QTY	UNIT COST	LOCATION
FORK LIFT (6K)	HYSTER	06 E 247	1		Area 1-38 - Bldg 9405
WISE, 6"	COLUMBIAN	NONE	1	\$1,304.00	Area 1-38
BANDING MACHINE 4 PC KIT	NONE	NONE	1	\$500.00	Area 1-38 - Bldg 9405
PALLET TRUCK	MULTON	TM55	1	\$500.00	Area 1-38 - Bldg 9405
DIGITAL SCALE - TMDE J136816	SCHUTZART	QS 8000	1	\$500.00	Area 1-38 - Bldg 9405
DRUM DOLLY	NONE	NONE	1	\$150.00	Area 1-38 - Bldg 9405
MULTIMETER, TRUE RMS, FLUKE - TMDE J140736	FLUKE	117	1	\$302.50	Area 1-38 - Bldg 9405
HAND SEALER, DOBOY	BOSCH	HS-CII 371210	1	\$2,880.00	Area 1-38 - Bldg 9405
HEAT/VACUUM SEALER	ALINE HEAT SEAL CORP	ELVIS-20	1	\$2,790.00	Area 1-38 - Bldg 9405
PLATFORM, SCALE - TMDE P/O M135048	SARTORIUS	NONE	1	\$2,555.00	Area 1-38 - Bldg 9405
READ-OUT UNT, SCALE - TMDE M135048	SARTORIUS	NONE	1	\$615.00	Area 1-38 - Bldg 9405
TABLE, PACKING, STEEL, 72"x36"	ULINE	H-1138- STEEL	1	\$258.00	Area 1-38 - Bldg 9405
PLATFORM SCALE W/ DIGITAL READOUT	CENTRAL CAROLINA SCALE	MP12-4405	1	\$1,763.64	Area 1-39 - Bldg 9425
STENCIL CUTTING MACHINE	MARSH SHIPPING SUPPLY	Q 1/4"	1	\$966.62	Area 1-38 - Bldg 9405
STENCIL CUTTING MACHINE	MARSH SHIPPING SUPPLY	H 1/2"	1	\$885.98	Area 1-38 - Bldg 9405
OIL FREE VERTICAL AIR COMPRESSOR	DEWALT	NONE	1	\$439.69	Area 1-38 - Bldg 9405
SHREDDER	IDEAL	2604	1	\$2,500.00	Bldg 8354

APPENDIX 4

APPLICABLE DIRECTIVES AND FORMS

Directives that apply to this PWS are listed below. The directives have been coded as "M" (Mandatory) or "A" (Advisory). The Contractor is obligated to follow those directives and use those forms coded as 'mandatory' to the extent specified in other sections of the PWS. The Contractor shall be guided by those directives or use those forms coded as 'advisory' to the extent necessary to accomplish requirements in this PWS. To ensure currency of assigned directives, forms and technical orders with applicable changes, supplements or amendments use the appropriate web sites listed below. Changes, supplements, or amendments to listed directives from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in directives. The DoD Directives, Instructions, and Forms may be located at <http://www.dtic.mil/whs/directives>. Air Force publications and forms may be accessed at <http://www.e-publishing.af.mil>.

DIRECTIVES, FORMS, TECHNICAL ORDERS

CODE	PUBLICATION
M	All RQ-W, AMMO Operating Instructions
M	29 CFR, Labor
M	49 CFR, Transportation
A	AFH 23-123V1 - Materiel Management Reference Information
M	AFI 10-701, Operations Security (OPSEC) Program
M	AFI 21-101, Aircraft and Equipment Maintenance Management
A	AFI 21-113, Air Force Metrology and Calibration (AFMETCAL) Management
M	AFI 21-200, Munitions and Missile Maintenance Management
M	AFI 23-101, Air Force Material Management
M	AFI 23-111, Management of Government Property in Possession of the Air Force
M	AFI 23-201, Fuels Management
M	AFI 23-119, Exchange, Sale or Temporary Custody of Non-excess Personal Property
M	AFI 24-301, Ground Transportation
M	AFI 24-302, Vehicle Management
M	AFI 31-101, Integrated Defense
M	AFI 32-1065, Grounding Systems
M	AFI 32-7042, Waste Management
M	AFI 32-7086, Hazardous Materials Management
M	AFI 33-322, Records Management Program
M	AFI 33-364, Records Disposition-Procedures and Responsibilities
M	AFI 61-301, The Domestic Technology Transfer Process and the Offices of Research and Technology Applications
A	AFI 64-106, Contractor Labor Relations Activities
M	AFI 90-821, Hazard Communication (HAZCOM) Program
M	AFI 91-202, The US Air Force Mishap Prevention Program
A	AFI 91-204 - Safety Investigations and Reports

A	AFI 91-207 - The US Air Force Traffic Safety Program
M	AFMAN 17-1203, Information Technology Asset Management
M	AFJMAN 23-209, Storage and Handling of Hazardous Materials
M	AFMAN 21-201, Munitions Management
A	AFMAN 23-122, Material Management Procedures
A	AFMAN 23-220, Report of Survey of Air Force Property (Rescinded)
M	AFMAN 33-363, Management of Records (Certified Current 9 Apr 15)
M	AFMAN 91-201, Explosives Safety Standards
M	AFMAN 91-203, Air Force Occupational Safety, Fire, and Health Standards
M	AFRLI 21-101, Logistics Maintenance Management
M	AFRLI 23-101, Logistics Material Control Activity (LMCA)
M	AFTO 00-20-1, Aerospace Equipment Maintenance Inspection, Documentation,
M	AFTO 00-20-14, Air Force Metrology and Calibration Program
M	AFTO 00-20-2, Maintenance Data Documentation
M	AFTO 00-5-1, AF Technical Order System
M	AFTO 00-25-234, General Shop Practice Requirements for the Repair, Maint, and Test of Electrical Equip
M	AFTO 42B-1-16, Receipt, Storage, and Handling of Liquid Propellants
M	AFTO 42B5-1-2, Gas Cylinders, Use, Handling, and Maintenance
M	Air Force Munitions Document Control Guide
M	DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives (AA&E)
M	DTR 4500.9-R-Part II, Cargo Movement
M	International Aviation Transportation Association (IATA) Dangerous Goods Regulation
A	International Civil Aviation Organization (ICAO) Dangerous Goods Regulation

Attachment -2: “WAGE DETERMINATION – WDOL 2015-5603 REV. 10”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: August 2, 2019

This attachment including the cover page consists of **19** pages

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 2015-5603

Daniel W. Simms Division of | Revision No.: 10

Director Wage Determinations | Date Of Last Revision: 08/02/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of Kern

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.38
01012 - Accounting Clerk II		17.27
01013 - Accounting Clerk III		19.32

Attachment #2 to FA9300-19-R-0003

2 of 19

01020 - Administrative Assistant	30.78
01035 - Court Reporter	27.43
01041 - Customer Service Representative I	12.60
01042 - Customer Service Representative II	14.17
01043 - Customer Service Representative III	15.46
01051 - Data Entry Operator I	13.69
01052 - Data Entry Operator II	14.94
01060 - Dispatcher Motor Vehicle	23.10
01070 - Document Preparation Clerk	15.14
01090 - Duplicating Machine Operator	15.14
01111 - General Clerk I	14.80
01112 - General Clerk II	16.15
01113 - General Clerk III	18.14
01120 - Housing Referral Assistant	22.37
01141 - Messenger Courier	14.55
01191 - Order Clerk I	16.29
01192 - Order Clerk II	17.79
01261 - Personnel Assistant (Employment) I	17.78
01262 - Personnel Assistant (Employment) II	19.89
01263 - Personnel Assistant (Employment) III	22.17
01270 - Production Control Clerk	28.50
01290 - Rental Clerk	13.99
01300 - Scheduler Maintenance	17.94
01311 - Secretary I	17.94
01312 - Secretary II	20.07
01313 - Secretary III	22.37
01320 - Service Order Dispatcher	20.65
01410 - Supply Technician	30.78
01420 - Survey Worker	16.68
01460 - Switchboard Operator/Receptionist	13.99
01531 - Travel Clerk I	13.55
01532 - Travel Clerk II	14.26
01533 - Travel Clerk III	15.45
01611 - Word Processor I	16.07
01612 - Word Processor II	18.05
01613 - Word Processor III	20.19
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.98
05010 - Automotive Electrician	21.23
05040 - Automotive Glass Installer	19.94
05070 - Automotive Worker	19.94

05110 - Mobile Equipment Servicer	17.24
05130 - Motor Equipment Metal Mechanic	22.54
05160 - Motor Equipment Metal Worker	19.94
05190 - Motor Vehicle Mechanic	22.54
05220 - Motor Vehicle Mechanic Helper	15.81
05250 - Motor Vehicle Upholstery Worker	18.63
05280 - Motor Vehicle Wrecker	19.94
05310 - Painter Automotive	21.23
05340 - Radiator Repair Specialist	19.94
05370 - Tire Repairer	14.73
05400 - Transmission Repair Specialist	22.54
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.06
07041 - Cook I	15.32
07042 - Cook II	17.73
07070 - Dishwasher	11.52
07130 - Food Service Worker	12.41
07210 - Meat Cutter	14.15
07260 - Waiter/Waitress	11.57
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer Minor	15.21
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.82
11060 - Elevator Operator	13.22
11090 - Gardener	19.51
11122 - Housekeeping Aide	13.22
11150 - Janitor	13.22
11210 - Laborer Grounds Maintenance	14.65
11240 - Maid or Houseman	11.68
11260 - Pruner	13.87
11270 - Tractor Operator	17.89
11330 - Trail Maintenance Worker	14.65
11360 - Window Cleaner	14.59
12000 - Health Occupations	
12010 - Ambulance Driver	18.87
12011 - Breath Alcohol Technician	24.52

12012 - Certified Occupational Therapist Assistant	33.63
12015 - Certified Physical Therapist Assistant	29.09
12020 - Dental Assistant	17.99
12025 - Dental Hygienist	45.22
12030 - EKG Technician	29.16
12035 - Electroneurodiagnostic Technologist	29.16
12040 - Emergency Medical Technician	18.87
12071 - Licensed Practical Nurse I	21.92
12072 - Licensed Practical Nurse II	24.52
12073 - Licensed Practical Nurse III	27.33
12100 - Medical Assistant	14.13
12130 - Medical Laboratory Technician	22.72
12160 - Medical Record Clerk	18.66
12190 - Medical Record Technician	20.87
12195 - Medical Transcriptionist	21.85
12210 - Nuclear Medicine Technologist	52.50
12221 - Nursing Assistant I	12.45
12222 - Nursing Assistant II	14.00
12223 - Nursing Assistant III	15.28
12224 - Nursing Assistant IV	17.15
12235 - Optical Dispenser	16.75
12236 - Optical Technician	21.92
12250 - Pharmacy Technician	18.78
12280 - Phlebotomist	18.84
12305 - Radiologic Technologist	34.41
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	30.48
12313 - Registered Nurse II Specialist	30.48
12314 - Registered Nurse III	43.52
12315 - Registered Nurse III Anesthetist	43.52
12316 - Registered Nurse IV	44.22
12317 - Scheduler (Drug and Alcohol Testing)	30.37
12320 - Substance Abuse Treatment Counselor	22.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.35
13012 - Exhibits Specialist II	30.20
13013 - Exhibits Specialist III	36.93
13041 - Illustrator I	24.35
13042 - Illustrator II	30.20
13043 - Illustrator III	36.93
13047 - Librarian	33.42

13050 - Library Aide/Clerk	16.13
13054 - Library Information Technology Systems Administrator	30.18
13058 - Library Technician	21.25
13061 - Media Specialist I	21.78
13062 - Media Specialist II	24.35
13063 - Media Specialist III	27.17
13071 - Photographer I	18.00
13072 - Photographer II	20.14
13073 - Photographer III	24.95
13074 - Photographer IV	30.52
13075 - Photographer V	36.92
13090 - Technical Order Library Clerk	20.26
13110 - Video Teleconference Technician	20.72
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.85
14042 - Computer Operator II	20.61
14043 - Computer Operator III	22.98
14044 - Computer Operator IV	25.55
14045 - Computer Operator V	28.28
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.85
14160 - Personal Computer Support Technician	25.55
14170 - System Support Specialist	29.44
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.78
15020 - Aircrew Training Devices Instructor (Rated)	37.24
15030 - Air Crew Training Devices Instructor (Pilot)	44.48
15050 - Computer Based Training Specialist / Instructor	30.78
15060 - Educational Technologist	39.14
15070 - Flight Instructor (Pilot)	44.48
15080 - Graphic Artist	21.59
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.41
15086 - Maintenance Test Pilot Rotary Wing	43.41
15088 - Non-Maintenance Test/Co-Pilot	43.41

15090 - Technical Instructor	22.89
15095 - Technical Instructor/Course Developer	28.00
15110 - Test Proctor	18.48
15120 - Tutor	18.48
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.13
16030 - Counter Attendant	13.13
16040 - Dry Cleaner	15.02
16070 - Finisher Flatwork Machine	13.13
16090 - Presser Hand	13.13
16110 - Presser Machine Drycleaning	13.13
16130 - Presser Machine Shirts	13.13
16160 - Presser Machine Wearing Apparel Laundry	13.13
16190 - Sewing Machine Operator	15.65
16220 - Tailor	16.28
16250 - Washer Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.38
19040 - Tool And Die Maker	33.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.76
21030 - Material Coordinator	28.50
21040 - Material Expediter	28.50
21050 - Material Handling Laborer	15.04
21071 - Order Filler	12.17
21080 - Production Line Worker (Food Processing)	14.76
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.84
21150 - Stock Clerk	18.24
21210 - Tools And Parts Attendant	14.76
21410 - Warehouse Specialist	14.76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	35.35
23019 - Aircraft Logs and Records Technician	27.59
23021 - Aircraft Mechanic I	33.38
23022 - Aircraft Mechanic II	35.35
23023 - Aircraft Mechanic III	36.74
23040 - Aircraft Mechanic Helper	23.41
23050 - Aircraft Painter	31.45
23060 - Aircraft Servicer	27.59

23070 - Aircraft Survival Flight Equipment Technician	31.45
23080 - Aircraft Worker	29.54
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	29.54
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	33.38
II	
23110 - Appliance Mechanic	27.38
23120 - Bicycle Repairer	22.22
23125 - Cable Splicer	40.15
23130 - Carpenter Maintenance	25.15
23140 - Carpet Layer	23.85
23160 - Electrician Maintenance	35.30
23181 - Electronics Technician Maintenance I	28.46
23182 - Electronics Technician Maintenance II	30.30
23183 - Electronics Technician Maintenance III	32.16
23260 - Fabric Worker	24.02
23290 - Fire Alarm System Mechanic	23.03
23310 - Fire Extinguisher Repairer	22.22
23311 - Fuel Distribution System Mechanic	33.89
23312 - Fuel Distribution System Operator	26.90
23370 - General Maintenance Worker	19.66
23380 - Ground Support Equipment Mechanic	33.38
23381 - Ground Support Equipment Servicer	27.59
23382 - Ground Support Equipment Worker	29.54
23391 - Gunsmith I	22.22
23392 - Gunsmith II	25.71
23393 - Gunsmith III	29.06
23410 - Heating Ventilation And Air-Conditioning	26.80
Mechanic	
23411 - Heating Ventilation And Air Contidioning	28.38
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	26.75
23440 - Heavy Equipment Operator	24.53
23460 - Instrument Mechanic	33.96
23465 - Laboratory/Shelter Mechanic	27.38
23470 - Laborer	15.04
23510 - Locksmith	26.04
23530 - Machinery Maintenance Mechanic	28.48
23550 - Machinist Maintenance	21.72
23580 - Maintenance Trades Helper	13.65
23591 - Metrology Technician I	33.96

23592 - Metrology Technician II	35.96
23593 - Metrology Technician III	37.37
23640 - Millwright	29.06
23710 - Office Appliance Repairer	21.82
23760 - Painter Maintenance	20.87
23790 - Pipefitter Maintenance	26.38
23810 - Plumber Maintenance	24.77
23820 - Pneudraulic Systems Mechanic	29.06
23850 - Rigger	29.06
23870 - Scale Mechanic	25.71
23890 - Sheet-Metal Worker Maintenance	29.20
23910 - Small Engine Mechanic	24.78
23931 - Telecommunications Mechanic I	27.56
23932 - Telecommunications Mechanic II	29.19
23950 - Telephone Lineman	31.01
23960 - Welder Combination Maintenance	25.85
23965 - Well Driller	30.09
23970 - Woodcraft Worker	29.06
23980 - Woodworker	22.22
24000 - Personal Needs Occupations	
24550 - Case Manager	17.99
24570 - Child Care Attendant	12.11
24580 - Child Care Center Clerk	15.10
24610 - Chore Aide	13.07
24620 - Family Readiness And Support Services Coordinator	17.99
24630 - Homemaker	17.99
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	38.32
25040 - Sewage Plant Operator	30.41
25070 - Stationary Engineer	38.32
25190 - Ventilation Equipment Tender	25.69
25210 - Water Treatment Plant Operator	30.41
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.99
27007 - Baggage Inspector	12.10
27008 - Corrections Officer	42.35
27010 - Court Security Officer	38.36
27030 - Detection Dog Handler	13.53
27040 - Detention Officer	42.35
27070 - Firefighter	38.30

27101 - Guard I	12.10
27102 - Guard II	13.53
27131 - Police Officer I	33.15
27132 - Police Officer II	36.83
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.80
28042 - Carnival Equipment Repairer	16.14
28043 - Carnival Worker	11.34
28210 - Gate Attendant/Gate Tender	15.81
28310 - Lifeguard	13.15
28350 - Park Attendant (Aide)	17.68
28510 - Recreation Aide/Health Facility Attendant	13.21
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.08
28690 - Swimming Pool Operator	18.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.88
29020 - Hatch Tender	25.88
29030 - Line Handler	25.88
29041 - Stevedore I	24.17
29042 - Stevedore II	27.55
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.08
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.40
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.47
30021 - Archeological Technician I	19.91
30022 - Archeological Technician II	26.44
30023 - Archeological Technician III	27.27
30030 - Cartographic Technician	30.50
30040 - Civil Engineering Technician	29.04
30051 - Cryogenic Technician I	28.22
30052 - Cryogenic Technician II	31.16
30061 - Drafter/CAD Operator I	19.91
30062 - Drafter/CAD Operator II	26.44
30063 - Drafter/CAD Operator III	26.80
30064 - Drafter/CAD Operator IV	32.98
30081 - Engineering Technician I	17.68
30082 - Engineering Technician II	20.62
30083 - Engineering Technician III	23.07
30084 - Engineering Technician IV	28.59
30085 - Engineering Technician V	34.97

30086 - Engineering Technician VI	42.20
30090 - Environmental Technician	26.33
30095 - Evidence Control Specialist	25.48
30210 - Laboratory Technician	24.11
30221 - Latent Fingerprint Technician I	26.68
30222 - Latent Fingerprint Technician II	29.47
30240 - Mathematical Technician	27.58
30361 - Paralegal/Legal Assistant I	21.99
30362 - Paralegal/Legal Assistant II	27.23
30363 - Paralegal/Legal Assistant III	33.31
30364 - Paralegal/Legal Assistant IV	40.31
30375 - Petroleum Supply Specialist	31.16
30390 - Photo-Optics Technician	27.58
30395 - Radiation Control Technician	31.16
30461 - Technical Writer I	29.04
30462 - Technical Writer II	35.52
30463 - Technical Writer III	42.97
30491 - Unexploded Ordnance (UXO) Technician I	28.01
30492 - Unexploded Ordnance (UXO) Technician II	33.89
30493 - Unexploded Ordnance (UXO) Technician III	40.63
30494 - Unexploded (UXO) Safety Escort	28.01
30495 - Unexploded (UXO) Sweep Personnel	28.01
30501 - Weather Forecaster I	28.22
30502 - Weather Forecaster II	34.32
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 26.80
30621 - Weather Observer Senior	(see 2) 27.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.89
31020 - Bus Aide	12.32
31030 - Bus Driver	17.76
31043 - Driver Courier	14.60
31260 - Parking and Lot Attendant	12.54
31290 - Shuttle Bus Driver	15.92
31310 - Taxi Driver	14.07
31361 - Truckdriver Light	15.92
31362 - Truckdriver Medium	17.64
31363 - Truckdriver Heavy	20.40
31364 - Truckdriver Tractor-Trailer	20.40
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.53

99030 - Cashier	11.63
99050 - Desk Clerk	11.92
99095 - Embalmer	25.95
99130 - Flight Follower	28.01
99251 - Laboratory Animal Caretaker I	13.16
99252 - Laboratory Animal Caretaker II	14.28
99260 - Marketing Analyst	29.95
99310 - Mortician	25.95
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	14.72
99710 - Recycling Laborer	25.17
99711 - Recycling Specialist	30.78
99730 - Refuse Collector	23.87
99810 - Sales Clerk	12.02
99820 - School Crossing Guard	11.89
99830 - Survey Party Chief	31.70
99831 - Surveying Aide	21.04
99832 - Surveying Technician	28.83
99840 - Vending Machine Attendant	18.54
99841 - Vending Machine Repairer	23.39
99842 - Vending Machine Repairer Helper	19.11

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family

to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and

related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to

ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard
Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order

the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated."

Attachment -3: “Department of Defense Contract Security Classification
Specification (DD 254)”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: June 18, 2019

This attachment including the cover page consists of **11** pages

CLASSIFICATION (When filled in):

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)</i>		OMB No. 0704-0567 OMB approval expires: October 31, 2020
The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. 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.		
RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.		
1. CLEARANCE AND SAFEGUARDING		
a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED <i>(See Instructions)</i> Secret	b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/MATERIAL REQUIRED AT CONTRACTOR FACILITY None (See instructions)	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable.)</i>		
<input type="checkbox"/> a. PRIME CONTRACT NUMBER <i>(See instructions.)</i>		
<input type="checkbox"/> b. SUBCONTRACT NUMBER		
<input checked="" type="checkbox"/> c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMDD) FA9300-19-R-0003 20190618		
3. THIS SPECIFICATION IS: <i>(X and complete as applicable.)</i>		
<input checked="" type="checkbox"/> a. ORIGINAL <i>(Complete date in all cases.)</i> DATE (YYYYMMDD) 20190618		
<input type="checkbox"/> b. REVISED <i>(Supersedes all previous specifications.)</i> REVISION NO. DATE (YYYYMMDD)		
<input type="checkbox"/> c. FINAL <i>(Complete Item 5 in all cases.)</i> DATE (YYYYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>If yes, complete the following:</i> Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.		
5. IS THIS A FINAL DD FORM 254? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>If yes, complete the following:</i> In response to the contractor's request dated _____, retention of the classified material is authorized for the period of: _____		
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>		
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE(S) (CSO) <i>(Name, Address, ZIP Code, Telephone required; Email Address optional)</i>
7. SUBCONTRACTOR(S) <i>(Click button if you choose to add or list the subcontractors – but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)</i>		
<input type="button" value="Add Row"/> <input type="button" value="Remove last Row"/> <input type="button" value="Delete All Rows"/>		
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE(S) (CSO) <i>(Name, Address, ZIP Code, Telephone required; Email Address optional)</i>
8. ACTUAL PERFORMANCE <i>(Click button to add more locations.)</i>		
<input type="button" value="Add Row"/> <input type="button" value="Remove last Row"/> <input type="button" value="Delete All Rows"/>		
a. LOCATION(S) <i>(For actual performance, see instructions.)</i> Det 7 AFRL 5 Pollux Drive Edwards AFB, CA 93524	b. CAGE CODE <i>(If applicable, see Instructions.)</i>	c. COGNIZANT SECURITY OFFICE(S) (CSO) <i>(Name, Address, ZIP Code, Telephone required; Email Address optional)</i> AFRL/RQOF 5 Pollux Drive Edwards AFB, CA 93524 Rep. - James "TJ" Turner, Chief Information Protection Main Phone - 661-275-5241
9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT Provides Hazardous Materials/Waste Logistics (including operating the site HAZMART), rocket fuels/propellants logistics (including operating the site fuels/propellants storage area), munitions/energetic storage/transportation support operations and vehicle control administrative support service, supply support through LMCA Chief, customer support, equipment control, material handling and ADPE control.		

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CLASSIFICATION (When filled in):

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CLASSIFICATION (When filled in):

10. CONTRACTOR WILL REQUIRE ACCESS TO: (X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions.)		
<input type="checkbox"/> a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION <input checked="" type="checkbox"/> b. RESTRICTED DATA <input type="checkbox"/> c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI) <small>(If CNWDI applies, RESTRICTED DATA must also be marked.)</small> <input checked="" type="checkbox"/> d. FORMERLY RESTRICTED DATA e. NATIONAL INTELLIGENCE INFORMATION: <input type="checkbox"/> (1) Sensitive Compartmented Information (SCI) <input checked="" type="checkbox"/> (2) Non-SCI	<input type="checkbox"/> f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION <input type="checkbox"/> g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION <input type="checkbox"/> h. FOREIGN GOVERNMENT INFORMATION <input type="checkbox"/> i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION <input checked="" type="checkbox"/> j. CONTROLLED UNCLASSIFIED INFORMATION (CUI) <small>(See instructions.)</small> <input checked="" type="checkbox"/> k. OTHER (Specify) <small>(See instructions.)</small> For Official Use Only Information (FOUO)	
11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: (X all that apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions.)		
<input checked="" type="checkbox"/> a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY <small>(Applicable only if there is no access or storage required at contractor facility. See instructions.)</small> <input type="checkbox"/> b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY <input type="checkbox"/> c. RECEIVE, STORE, AND GENERATE CLASSIFIED INFORMATION OR MATERIAL <input type="checkbox"/> d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE <input type="checkbox"/> e. PERFORM SERVICES ONLY <input type="checkbox"/> f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/> g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER <input type="checkbox"/> h. REQUIRE A COMSEC ACCOUNT <input type="checkbox"/> i. HAVE A TEMPEST REQUIREMENT <input checked="" type="checkbox"/> j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS <input type="checkbox"/> k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED INFORMATION (CUI). <small>(DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI protection requirements. Non-DoD Components: see instructions.)</small> <input checked="" type="checkbox"/> m. OTHER (Specify) <small>(See instructions.)</small> Notification of Gov. Security Activity	
12. PUBLIC RELEASE Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPOM) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. <small>(See instructions)</small>		
<input type="checkbox"/> DIRECT AFRL/RQOF (STINFO) 4 Pollux Dr, Edwards AFB 93524	<input checked="" type="checkbox"/> THROUGH <small>(Specify below)</small> Public Release Authority:	
13. SECURITY GUIDANCE The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. <small>(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key; then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF.)</small>		
See attached Section 13 for supplemental security guidance		
List of Attachments [1] (All Files Must be Attached Prior to Signing, i.e., for any digital signature on the form)		
LAREDO - Solicitation Section 13 Security Guidance - June 2019.doc		
Add Attachment	View Selected Attachment	Remove Selected Attachment

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CLASSIFICATION (When filled in):

CLASSIFICATION (When filled in):

NAME & TITLE OF REVIEWING OFFICIAL Andrew R. Williams Contract Project Manager		SIGNATURE WILLIAMS ANDREW R. 1177135093 <small>Digitally signed by WILLIAMS ANDREW R. 1177135093 Date: 2019.06.18 13:15:13 -0700</small>
NAME & TITLE OF REVIEWING OFFICIAL James "TJ" Turner Chief, Information Protection		SIGNATURE TURNER JAMES T. 1220066980 <small>Digitally signed by TURNER JAMES T. 1220066980 Date: 2019.06.18 12:56:02 -0700</small>

14. ADDITIONAL SECURITY REQUIREMENTS
 Requirements, in addition to NISPOM requirements for classified information, are established for this contract.

☐ No ☒ Yes *If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the CSO. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. (See instructions for additional guidance or use of the fillable PDF.)*

See attached Section 13 for supplemental security guidance

15. INSPECTIONS
 Elements of this contract are outside the inspection responsibility of the CSO.

☒ No ☐ Yes *If Yes, explain and identify specific areas and government activity responsible for inspections. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. (See instructions for additional guidance or use of the fillable PDF.)*

16. GOVERNMENT CONTRACTING ACTIVITY (GCA) AND POINT OF CONTACT (POC)

a. GCA NAME AFTC/PZRB - Joshua P. Vasquez	c. ADDRESS (Include ZIP Code) 5 South Wolf Ave. Building 2800 Edwards AFB, CA 93524-1185	d. POC NAME Andrew R. Williams e. POC TELEPHONE (Include Area Code) +1 (661) 275-7141 f. EMAIL ADDRESS (See Instructions) andrew.williams.35@us.af.mil
b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions) FA9300		

17. CERTIFICATION AND SIGNATURES
 Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below. Upon digitally signing Item 17h, no changes can be made as the form will be locked.

a. TYPED NAME OF CERTIFYING OFFICIAL (Last, First, Middle Initial) (See Instructions) Vasquez, Joshua, P.	d. AAC OF THE CONTRACTING OFFICE (See Instructions) FA9300	h. SIGNATURE <small>Digitally signed by VASQUEZ JOS HUA.P.1277546414 Date: 2019.06.19 07:48:59 -0700</small>
b. TITLE Contracting Officer	e. CAGE CODE OF THE PRIME CONTRACTOR (See Instructions.)	
c. ADDRESS (Include ZIP Code) 5 South Wolf Ave., Building 2800 Edwards AFB, CA 93524-1185	f. TELEPHONE (Include Area Code) +1 (661) 277-8213 g. EMAIL ADDRESS (See Instructions) joshua.vasquez.5@us.af.mil	i. DATE SIGNED (See Instructions) 20190619

18. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL

<input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER	<input checked="" type="checkbox"/> f. OTHER AS NECESSARY (If more room is needed, continue in Item 13 or on additional page if necessary.) <div style="border: 2px solid red; padding: 10px; margin-top: 10px;"> AFRL Contract Program Manager </div>
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Section 13 Security Guidance

Item 10b. Restricted Data (RD): The contractor is permitted access to Restricted Data (RD) in the performance of this contract. Access to RD requires a final U.S. Government clearance at the appropriate level.

Item 10d. Formerly Restricted Data: The contractor is permitted access to Formerly Restricted Data (FRD) in the performance of this contract. Access to FRD requires a final U.S. Government clearance at the appropriate level.

Item 10e (2). Intelligence Information (Non- SCI):

Requirements for Release and Dissemination of Classified Intelligence Information

1. The Intelligence Division Chief, 412 Test Wing (412 TW/XP2) is the Senior Intelligence Officer (SIO) for this contract. The SIO is authorized to approve release of intelligence material to US Contractors. For this contract, classified intelligence can be released to this contractor at the program office level provided the proper security procedures are followed. This release does not include intelligence material marked Dissemination and Extraction of Information Controlled by Originator (ORCON), Proprietary Information (PROPIN), or where distribution statements preclude release without the originator's approval. For intelligence material marked ORCON, PROPIN, or where there is an originator controlled distribution statement, contact 412 TW/XP2 for proper release procedures.
2. Contractors must return intelligence data to the Contracting Officer's Representative (COR) at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. Written approvals from the COR shall be provided to 412 TW/XP2.
3. The contractor must:
 - a. Maintain control of all classified intelligence released in his or her custody in accordance with current SCI directives. Contractor agrees that all intelligence materials released, all reproductions, and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
 - c. Destroy intelligence materials in accordance with approved destruction methods.
 - d. Restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract. Further

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dissemination to other contractors, subcontractors, other government agencies, and private individuals or organizations is prohibited unless authorized by the COR.

e. Not release intelligence material to foreign nationals or immigrant aliens whether or not they are also consultants, US contractors, or employees of the contractor, and regardless of the level of their security clearance, except with advance written permission from the appropriate Foreign Disclosure Policy Office.

f. Ensure each employee having access to intelligence material is fully aware of the special security requirements for this material.

4. Clarification is provided as follows on what derivative classified intelligence is and dissemination of derivative classified intelligence:

a. Derivative classified intelligence is intelligence which has been extracted out of an intelligence document and incorporated into a white paper, briefing, information report, working papers, or product to be delivered to the government in some form, or used in performance of the contract for the program office. For example, if an intelligence document is released to one of your contractors, the contractor could produce a briefing by extracting information out of the document, creating viewgraphs, and then presenting the briefing in support of the contract. Information from the same document could also be extracted to create a white paper or working papers to support the contract. Extraction of information out of the document could be:

- (1) Reproducing a table, page(s), or other portions of the document,
- (2) Entering the intelligence contained in the document into a word processor or data base, or authorized software package in support of the contract, or
- (3) hand-written notes.

b. Dissemination of derivative classified intelligence will be for the SPO and contract use only. Derivative classified intelligence will not be transferred from one contract to another without COR approval, and will have access restricted to only those individuals who possess the necessary security clearance and who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, consultants, and private individuals or organizations is prohibited unless authorized by the COR.

Item 10j. Controlled Unclassified Information (CUI): Refer to DoDM 5200.01, Vol 4, DoD Information Security Program: Controlled Unclassified Information (CUI), available at <http://www.esd.whs.mil/DD/DoD-Issuances/>, when considering protection for CUI.

Item 10k. For Official Use Only:

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information:

For Official Use Only

1. **HANDLING:** Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

2. **MARKING:**

a. Mark an unclassified document containing FOUO information “FOR OFFICIAL USE ONLY” at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any).

b. In a classified document, mark:

- (1) An individual paragraph that contains FOUO, but not classified information, by placing “(FOUO)” at the beginning of the paragraph.
- (2) The top and bottom of each page that has both FOUO and classified information, with the highest security classification of the information on that page.
- (3) “FOUO” at the bottom of each page that has FOUO information but is not classified.
- (4) If a classified document also contains FOUO information or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover of the first page, under the classification marking:
“NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under the Air Force Supplement to DoD Regulation 5400.7, DoD Freedom of Information Act Program, before public release.”

c. Mark other records, such as computer print outs, photographs, films, tapes, or slides “FOR OFFICIAL USE ONLY” so that the receiver or viewer knows the record contains FOUO information.

d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation “FOUO” before the text begins.

e. Make sure that documents that transmit FOUO materials call attention to any FOUO attachments.

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3. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO is prohibited.

4. TRANSMISSION: FOUO material shall be transmitted by the same means as other UNCLASSIFIED material. Discussion of FOUO material on the telephone is authorized if necessary for performance of the contract. FOUO information may be transmitted over telephone lines in digital form, by telecopy's, or by other commercial teletype lines without encryption.

5. RELEASE: FOUO information may be released only to DoD components, officials of DoD components, and other DoD contractors when needed to conduct official DoD business.

6. DESTRUCTION: When no longer needed, FOUO information may be disposed of by any method which will preclude its disclosure to unauthorized individuals.

Item 11a: Contractor performance is restricted to the Air Force Research Laboratory, Aerospace Systems Directorate (AFRL/RQ-West), Edwards AFB, CA 93524. AFRL/RQ-West will provide security classification guidance for performance of this contract.

Item 11j. OPSEC: The contractor will comply with the AFRL/RQ-West OPSEC Program. The basis for the on-site contractor OPSEC Program is the AFRL/RQ-West OPSEC Security Plan. AFRL/RQOF (Security) is the Aerospace Systems Directorate point of contact for AFRL/RQ-West. The contractor must comply with special OPSEC requirements contained in the contract or addendum thereto. The contracting activity will be involved in approving OPSEC requirements for subcontracts.

Item 11l. Receive, Store, or Generate Controlled Unclassified Information (CUI): Refer to DoDM 5200.01, Vol 4, DoD Information Security Program, when considering specific requirements to be imposed on the contractor for the protection of CUI.

Item 11m. Other: Prior to beginning operations on Edwards AFB, the contractor will provide the servicing security activity (SSA), AFRL/RQOF, with all information required by the Notification of Government Security Activity clause, and any additional information and/or documentation that is required by that office. The contractor shall enter into a Visitor Group Security Agreement with the Installation Commander to ensure

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that the contractor's security procedures are properly integrated with those of the installation.

Required Contractor Clauses

- a. [5352.242-9000 Contractor Access to Air Force Installations](#)
- b. [5352.242-9001 Common Access Cards \(CACs\) for Contractor Personnel](#)
- c. [5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements](#)

Item 14: Additional Security Requirements:

1. USAF Controlled/Restricted Areas:

a. According to AFI 31-101, The Air Force Installation Security Program, AF Form 1199 (Computer Generated), ***Entry Control Card***, will be used by contractor personnel for unescorted entry into USAF Controlled Areas on Edwards AFB. Individuals must be a U.S. citizen and have a favorable background investigation completed to be eligible or for unescorted access to an AF Controlled Area.

b. According to AFI 31-501, *USAF Personnel Security Program Management*, AFRL/RQOF (Security) will submit all Tier 1 requests for unescorted entry to AF Controlled Areas. Based on a justified need for performance of an official function in conjunction with meeting the requirements of section 3.3 of Executive Order 13526, temporary escorted access to the AF Controlled Area may be granted before investigations are completed and favorably adjudicated. Upon review of the individual's ***Personnel Security Questionnaire*** (SF 86) and submission of the Tier 1 request, escorted entry can be granted. The information will be recorded on the AF Form 2583, ***Request for Personnel Security Action***. The eligibility will be noted on the AF Form 2583 to show favorable adjudication of the SF 86 and interim access to the Controlled Area.

c. Controlled Area Badges will be issued at the request of the Program/Project Manager. The individual's original copy of the AF Form 2586, ***Unescorted Entry Authorization Certificate***, will be maintained by the AFRL RQ-West Security Office. Requests for Controlled Area Badges must be supported by a valid visit authorization letter.

2. Company Badges: Contractor employees are required to wear, or have in their immediate possession, a company photo badge and/or wallet size identification that reflects the complete name of the contractor's company, photograph of employee prominently reflected on the face of the badge, and last, first, and middle name of employee. Any additional information is at the option of the contractor.

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3. Access to SIPRNET: Contractor personnel will require a NATO Awareness Briefing to the appropriate contractor personnel since SIPRNET access is required for contract performance.

4. COMPUTER SECURITY (COMPUSEC):

Employees, not requiring a security clearance, who have access to government computer systems must have a favorably completed NACI accomplished. The VG will complete an Electronic Questionnaire for Investigations Processing (e-QIP), which is submitted to the AF Activity's Security Office. Upon review of the individual's SF 85/e-QIP and submission to the Office of Personnel Management-Federal Investigations Processing Center (OPM-FIPC), eligibility for interim access to government computer systems may be granted following the AF Activity's established process. If upon review the SF 85/e-QIP, issues are identified, interim access may not be authorized until completion of the NACI.

4.1 Computer Security:

4.2. According to AFMAN 17-1301 Computer Security (COMPUSEC), and DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 8; the following requirements also apply to contract performance:

4.2.1. Contractor personnel authorized access to one or more DoD information systems shall comply with the requirements outlined in AFMAN 17-1301, as well as AFMAN 33-152, User Responsibilities and Guidance for Information Systems, in addition to any system specific security policies.

4.2.2. Contractor owned or operated hardware and software must meet all security requirements for government-owned hardware and software IAW AFMAN 17-1301, whenever one or more of the following conditions exist: interconnection with one or more Government owned-/operated-systems; dedicated to DoD processing and/or under DoD configuration control IAW DoDI 8510.01; processing classified DoD information; located within AF-controlled facilities operating under the FAR, DFARS, and DoDI 4161.02 as required by contract. All such assets operated within AF facilities shall be registered and authorized by the cognizant enclave Information System Security Officer (ISSO), Manager (ISSM), or Central Security Service (CSS).

4.2.3. All unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD, shall be protected IAW the provisions outlined in DODI 8582.01, Security of Unclassified DoD Information on Non-DoD Information Systems, Enclosure 3. Unclassified DoD information shall not be removed or transferred from DoD information systems to non-DoD information systems unless specifically authorized by contract and expressly released to the contract by the Contracting Officer or contract designated government representative.

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4.2.4. Foreign owned or operated (e.g., joint/coalition) information systems shall not be used to process sensitive or classified information or for critical processing, unless required by international treaties or security agreements.

4.2.5. Privately-owned hardware and software shall not be used for the processing, storing, or transferring of classified or unclassified DoD information.

4.2.6. Foreign National access to Air Force information systems is subject to the restrictions and approval processes outlined in AFMAN 33-282.

4.3. Contracts that require the operation of information systems independent of the supporting organization (i.e. contractor allocated a subnet or portion thereof) will follow the guidance and requirements of Air Force Instructions and Manuals for all classification levels and will comply with DoD O-8530.01-M, Department of Defense Computer Network Defense (CND) Service Provider Certification and Accreditation Program, for DoD-owned IS (Information Systems) and DoD-controlled ISs operated by this visitor group that receives, processes, stores, displays or transmits DoD Information.

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Attachment - 4: “ADDITIONAL CLAUSES”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: October 30, 2019

This attachment including the cover page consists of **15** pages

**52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (Oct 2019)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov* 2015).

(5) [52.233-3](#), Protest After Award (*Aug* 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct* 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept* 2006), with Alternate I (*Oct* 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June* 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (*Nov* 2011) ([15 U.S.C.657a](#)).

___ (ii) Alternate I (*Nov* 2011) of [52.219-3](#).

___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct* 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (*Jan* 2011) of [52.219-4](#).

___ (13) [Reserved]

X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (*Nov* 2011) ([15 U.S.C.644](#)).

___ (ii) Alternate I (*Nov* 2011).

___ (iii) Alternate II (*Nov* 2011).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (*June* 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (*Oct* 1995) of [52.219-7](#).

___ (iii) Alternate II (*Mar* 2004) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug* 2018) ([15 U.S.C. 637\(d\)\(4\)](#))

___ (ii) Alternate I (*Nov* 2016) of [52.219-9](#).

___ (iii) Alternate II (*Nov* 2016) of [52.219-9](#).

___ (iv) Alternate III (*Nov* 2016) of [52.219-9](#).

___ (v) Alternate IV (*Aug* 2018) of [52.219-9](#)

___ (18) [52.219-13](#), Notice of Set-Aside of Orders (*Nov* 2011) ([15 U.S.C. 644\(r\)](#)).

X (19) [52.219-14](#), Limitations on Subcontracting (*Jan* 2017) ([15 U.S.C.637\(a\)\(14\)](#)).

X (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

__ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Oct* 2019) ([15 U.S.C. 657f](#)).

X (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul* 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

__ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).

__ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).

X (25) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).

__ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Oct* 2019) (E.O.13126).

X (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

X (28) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).

__ (ii) Alternate I (*Feb* 1999) of [52.222-26](#).

X (29) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).

__ (ii) Alternate I (*July* 2014) of [52.222-35](#).

X (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).

__ (ii) Alternate I (*July* 2014) of [52.222-36](#).

X (31) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).

X (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).

X (33) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (ii) Alternate I (*Mar* 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (34) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

__ (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May* 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).

___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).

X (38) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).

___ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).

X (39) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).

___ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).

___ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).

X (41) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).

___ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).

X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

X (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).

___ (44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).

X (45) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).

___ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).

X (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).

___ (47) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (*May 2014*) of [52.225-3](#).

___ (iii) Alternate II (*May 2014*) of [52.225-3](#).

___ (iv) Alternate III (*May 2014*) of [52.225-3](#).

— (48) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).

— (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).

— (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).

— (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

— (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

X (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).

— (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).

— (57) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).

— (58) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).

X (59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).

— (60) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (*Apr 2003*) of [52.247-64](#).

— (iii) Alternate II (*Feb 2006*) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

X (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

X (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug* 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

__ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

X (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).

X (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).

__ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan* 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiv) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).

(xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (*Jan* 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.203-7003, Agency Office of the Inspector General (AUG 2019)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General

Administrative Investigations

Contractor Disclosure Program

4800 Mark Center Drive, Suite 14L25

Alexandria, VA 22350-1500

Toll Free Telephone: 866-429-8011

Website: <https://www.dodig.mil/Programs/Contractor-Disclosure-Program/>.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities (DEC 2017)

(a) *Definitions.* As used in this clause—

“Component” means any item supplied to the Government as part of an end product or of another component.

“End product” means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

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

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include□

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

5352.201-9101 OMBUDSMAN (OCT 2019)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Air Force Test Center Vice Commander, 1 South Rosamond Blvd, Edwards AFB, Ca 93524-0273, (661) 277-7593. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (OCT 2019)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (OCT 2019)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and paperwork to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, the Air Force Installation Security Program, and AFI 305, Personnel Security Program citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (OCT 2019)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

Attachment -5: “GOVERNMENT FURNISHED PROPERTY (GFP) LIST”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: October 22, 2019

This attachment including the cover page consists of 2 pages

Asset No.	Used On	Description	Model No.	Serial No.	MFR	Current Location	Asset Notes	Qty.	Cost/Per	Total Cost
4000115	Acct 2	Work Bench, 60"x30"			Rousseau	HazMart	Blue/Black Top	1	Ea	\$ 645.00
4000116	Acct 2	Workbench, 80"x30"			Rousseau	HazMart	Blue/Metal Top	1	Ea	\$ 552.00
4000118	Acct 2	Ladder, 8' Fiberglass	NXT1A08	100515-03	Werner	HazMart		1	Ea	\$ 139.00
4000119	Acct 2	Pressure Washer, 1700psi	108LE-025	1004084772M	Black & Decker	HazMart		1	Ea	\$ 137.99
4000121	Acct 2	Air Compressor, 250#	YN301PL	BM103600250	Ryobi	HazMart		1	Ea	\$ 119.00
4000122	Acct 2	Step Ladder, Fiberglass 2f	6002	R5466501	Werner	HazMart		1	Ea	\$ 44.98
4000123	Acct 2	Flammable Liquid Storage Cabinet, 22 Gal., 23"x18"x6f			Justitie	HazMart		1	Ea	\$ 626.00
4000124	Acct 2	Pallet Jack, 3 Ton	950244		Craftsman	HazMart		1	Ea	\$ 282.14
4000125	Acct 2	Pallet Jack, Heavy Duty, 8000#, 48"x27"	H2721	130834	Uline	HazMart		1	Ea	\$ 489.00
4000126	Acct 2	Television, LED LCD, 46"	LED46A55R120Q	1107LE46A55A100016	RCA	HazMart Ofc		1	Ea	\$ 649.00
4000128	Acct 2	Laminator			GBC	HazMart		1	Ea	\$ 280.00
4000145	Acct 2	Whiteboard, 48"x36"			Quartet	CM's Ofc		1	Ea	\$ 180.00
4000146	Acct 2	File Cabinet, 3-drawer, black chair			Versa Core	CM's Ofc		1	Ea	\$ 150.00
4000155	Acct 2	Bookcase, Metal 2 Shelf, 3x2			HON	HazMart		1	Ea	\$ 150.00
4000172	Acct 2	Paper Shredder	PS70-2		Fellowes	CM's Ofc		1	Ea	\$ 160.00
4000174	Acct 1	Cylinder Storage Locker /	1810-FS00-C	24582-IL	Safety Storage	9423/139	177" x 96" x 8"	1	Ea	\$ 21,855.94
4000175	Acct 1	Cylinder Storage Locker /	1810-FS00-C	24581-IL	Safety Storage	9423/139	177" x 96" x 8"	1	Ea	\$ 21,855.94
4000177	Acct 1	Cylinder Storage Locker - C/C	0002132-3812FSE		Safety Storage	9424/139		1	Ea	\$ 46,051.00
4000186	Acct 2	Drum Mover, Fork Mounted, Green	6145B-0608		McMaster Carr	9425/139		1	Ea	\$ 594.00
4000188	Acct 2	Drum Dolly (Orange)			Wesco	9425/139		1	Ea	\$ 275.00
4000189	Acct 1	Connex (Magazine) 20"x7"x1"				9425/139	Center vent in front is damaged	1	Ea	\$ 50,000.00
4000190	Acct 2	Pallet Truck, Deluxe 8000# capacity, BLACK		150996	Uline	9423/139		1	Ea	\$ 489.00
4000193	Acct 2	Drum Dolly, Red			Meco	9513/139		1	Ea	\$ 150.00
4000194	Acct 2	Socket Set, 154 pc in Case			Blackhawk			1	Set	\$ 159.00
4000197	Acct 2	Multi-Plier Tool, Leatherma			Gerber	Munitions Truck	Metal TAG on toolbox, paint pen tag # on to	1	Ea	\$ 82.20
4000198	Acct 2	Drill, 18V, 1/2"	DC925	859737	DeWalt	Munitions Truck		1	Ea	\$ 124.00
4000199	Acct 2	Sawzall	DC385	603089	DeWalt	Munitions Truck		1	Ea	\$ 124.00
4000200	Acct 2	Circular Saw	DC399	221995	DeWalt	Munitions Truck		1	Ea	\$ 124.00
4000201	Acct 2	Pipe Wrench, 18"			Riteco	Munitions Truck		1	Ea	\$ 20.00
4000203	Acct 2	Metal Tool Box, 4 Drawes	M26068		Craftsman	9425/139	Was moved to HazMart temporarily	1	Ea	\$ 189.99
4000205	Acct 2	Truck Tool Box, White, 18x18x2f			Delta Pro	9425/139	HazMart temporarily	1	Ea	\$ 180.00
4000206	Acct 2	Truck Tool Box, White, 18x18x2f			Delta Pro	9425/139		1	Ea	\$ 180.00
4000207	Acct 2	Wrench Set, 3pc Adjustable			Craftsman	Munitions Truck	Metal tag on tool box, paint pen tag# on to	1	Set	\$ 44.99
4000208	Acct 2	Screwdriver Set	41619		Craftsman	Munitions Truck	30pc set @ \$44.99, SVT01720 12pc set @ \$29.99, SVT02597 Combined have 40 of 42pcs, Munitions Truck and House, Apr18,2017: 20pcs in Munitions Truck, 16pcs in 8358/House, 4pcs in 139/Connex, Apr17,2018: annual inventory, 19 pcs in Munitions Truck, 6pcs in Connex,	1	Set	\$ 74.98
4000210	Acct 2	File, Flat w/ Handle				Munitions Truck	Metal tag on tool box, paint pen tag# on to	1	Ea	\$ 4.00
4000212	Acct 2	Extension, 3/8", 6'			Easco	Munitions Truck	Metal tag on tool box, paint pen tag# on to	1	Ea	\$ 6.00
4000214	Acct 2	File Wrench, 10"			Riteco	Munitions Truck	Metal tag on tool box, paint pen tag# on to	1	Ea	\$ 16.00
4000216	Acct 2	Channel Locks, 10"			Wilde	Munitions Truck		1	Ea	\$ 5.00
4000217	Acct 2	Cutting Pliers, 8"	D2000-48		Klein Tools	Munitions Truck		1	Ea	\$ 41.10
4000218	Acct 2	Channel Locks, 10"			KAL	Munitions Truck		1	Ea	\$ 5.00
4000219	Acct 2	Channel Locks, 10"			Witco	Munitions Truck	Metal tag on tool box, paint pen tag# on to	1	Ea	\$ 5.00
4000220	Acct 2	Nail Puller, 11-3/4"	37331		Craftsman	Munitions Truck		1	Ea	\$ 16.66
4000222	Acct 2	Hammer 16oz	38127		Craftsman	Munitions Truck		1	Ea	\$ 19.99
4000224	Acct 2	Super Bar			Vaughen	Munitions Truck		1	Ea	\$ 10.00
4000226	Acct 2	Pry Bar, Flat	37330		Craftsman	Munitions Truck		1	Ea	\$ 16.66
4000228	Acct 2	Crimper/Molder	45787		Craftsman	Munitions Truck		1	Set	\$ 9.99
4000229	Acct 2	Crimper CAP M2			Sargent	Munitions Truck	Metal tag on tool box, paint pen tag# on to	1	Ea	\$ 20.00
4000230	Acct 2	Cylinder Rack, Trunk Mounted, Red (holds 8 Cy			Fabricated?	Munitions Truck	Mounted on stakebox	1	Ea	\$ 200.00
4000231	Acct 2	Extension, 3/8", 3' Long			Easco	Munitions Truck	Metal tag on tool box, paint pen tag# on to	1	Ea	\$ 5.00
4000232	Acct 2	Allen Wrench Set, Standard, 11pc			Vondhus	Munitions Truck		1	Set	\$ 15.00
4000233	Acct 2	Allen Wrench Set, Metric, 3pc			Husky	Munitions Truck		1	Set	\$ 15.00
4000234	Acct 2	Drill Index Set, 15pc (only 12 of 15 found)			Cle-Line	Munitions Truck		1	Set	\$ 20.00
4000235	Acct 2	Drill Bit Set, 20pc (Only 19 of 20 found)			Craftsman	Munitions Truck		1	Set	\$ 25.00
4000236	Acct 2	Stamp Set, Steel			CH Hanson	8358/House		1	Set	\$ 85.55
4000237	Acct 2	Stamp Set, Steel, Letters & Figure	9365		Young Bros Stamp Works	8358/House		1	Set	\$ 539.10
4000242	Acct 2	File Cabinet, 4 Drawer, Black				8358/House	Lock is Broken	1	Ea	\$ 148.00
4000243	Acct 2	Drum Pump, Safety	7-806		Justitie	HazMart, inside 4000108	Inside tag#4000264/Rubbermaid Storage(Pumps & Colwasa) no longer applicable	1	Ea	\$ 522.00
4000244	Acct 2	Tool Box, 310pc Ches			Craftsman	HazMart		1	Set	\$ 200.00
4000245	Acct 2	Tool Box, Roll Away			Craftsman	HazMart		1	Ea	\$ 350.00
4000247	Acct 2	Rotary Stainless Steel Drum Pump	11219		New Pig	HazMart	Inside tag#4000264/Rubber Storage(Pumps & Colwasa)	1	Ea	\$ 344.85
4000248	Acct 2	Drum Scale, 500# Capacity, TMDE J14071:	MKE-5	33909	Arlyn Scales	HazMart		1	Ea	\$ 1,100.00
4000253	Acct 2	Dead Blow Hammer, 45oz.	CCD45		Estwing	HazMart		1	Ea	\$ 29.99
4000254	Acct 2	Linesman Pliers, 8"			Husky	HazMart		1	Ea	\$ 11.97
4000255	Acct 2	Channel Lock Pliers	440		Channel Lock	HazMart		1	Ea	\$ 14.98
4000256	Acct 2	Crescent Wrench, 8"			Crescent	HazMart		1	Ea	\$ 13.97
4000259	Acct 2	FLAT Shovel			Husky	HazMart-tool shed		1	Ea	\$ 25.97
4000261	Acct 2	Rubbermaid Storage Container - PPE, 4'x6'x1'			Rubbermaid	HazMart		1	Ea	\$ 299.00
4000262	Acct 2	Rubbermaid Storage Container - PIG MATS, 4'x6'x3'			Rubbermaid	HazMart	This is unmarked because people were helping themselves to the pig mats per Tir	1	Ea	\$ 299.00
4000263	Acct 2	Rubbermaid Storage Container - TOOLS & HARDWARE, 4'x6'x3'			Rubbermaid	HazMart		1	Ea	\$ 299.00
4000264	Acct 2	Rubbermaid Storage Container - PUMPS & COLWASA, 4'x6'x3'			Rubbermaid	HazMart		1	Ea	\$ 299.00
4000265	Acct 2	Rubbermaid Storage Container - HAZARDOUS WASTE LABELS, 4'x6'x3'			Rubbermaid	HazMart		1	Ea	\$ 299.00
4000266	Acct 2	Rubbermaid Storage Container - STRAPS & TARPS, 4'x6'x3'			Rubbermaid	HazMart		1	Ea	\$ 299.00
4000267	Acct 2	Rubbermaid Storage Container - FUNNELS, DRUM CAPS & DRUM TOOLS, 4'x6'x3'			Rubbermaid	HazMart		1	Ea	\$ 299.00
4000268	Acct 2	Rubbermaid Storage Container - EXTENSION CORDS & PS WASHER, 4'x2'x3'			Rubbermaid	HazMart		1	Ea	\$ 209.00
4000269	Acct 2	Pump, Transfer Utility, Cast Iron	TP-500K	3104	Ridgid	HazMart	Inside Black Case	1	Ea	\$ 139.00
4000270	Acct 2	Rake, Fiberglass Handle	EMX-26F		Truper	HazMart	Inside outside shed with padlock	1	Ea	\$ 17.97
4000271	Acct 2	Garden Rake	1825300		Ames	HazMart	Inside outside shed with padlock	1	Ea	\$ 14.97
4000272	Acct 2	Drum Grabber, Yellow			Wesco	HazMart		1	Ea	\$ 372.00
4000273	Acct 2	Rubbermaid Storage Container - RANDOM STORAGE, 4'x2'x3'			Rubbermaid	HazMart		1	Ea	\$ 209.00
4000274	Acct 2	Drum Pump, Rotary, Metal	1009		National Spencer	HazMart-Inside locker B	Paint pen tag# on pump, At time of initial inventory was on drum in Locker	1	Ea	\$ 155.00
4000275	Acct 2	Tool Box, Truck Mountec			Delta Pro	HazMart Truck		1	Ea	\$ 359.00
4000276	Acct 2	Multi-Head Pliers, (Diagonal, Linesman, Needle Nos	375463		Husky	Inside HazMart Truck/mounted tool bo		1	Ea	\$ 15.00
4000277	Acct 2	Multi-Head Wrench (6, 8, 10)	900381		Husky	Inside HazMart Truck/mounted tool bo		1	Ea	\$ 15.00
4000278	Acct 2	Leatherman Wave, Multi Too	Wave		Leatherman	Inside HazMart Truck/mounted toolbo		1	Ea	\$ 89.00
4000279	Acct 1	Drum Shed				HazMart		1	Ea	\$ 800.00
4000280	Acct 2	Pallet Storage Awning				HazMart	Weld has popped in center post/forklift dents in center of top o awning,	1	ea	\$ 400.00
4000281	Acct 2	310pc Tool Set			Craftsman	HazMart	Tool Set includes Qty 50 - Allen Wrenches, Chisels & Punches Qty 15 - Upper Right Drawe Qty 10 - Line Wrenches Qty 25 - Metric Wrenches Qty 13 - Standard Wrenches Qty 68 - 1/4" Sockets Qty 75 - 3/8" Sockets Qty 41 - 1/2" Sockets Qty 3 - Air Tools Qty 7 - Misc Tools Qty 3 - Hammers & Bung Wrenches Qty 36pc, Drawer labeled Flat Head, Star and Phillips Hea- Screwdrivers Apr17,2018 - inventoried 37pc	1	Set	\$ 449.97
4000282	Acct 2	Screwdriver Set, 36pc			Craftsman	HazMart		1	Set	\$ 53.99
4000285	Acct 2	Job Box, 50 Gallon, Black			Stanley	HazMart		1	Ea	\$ 59.97
4000295	Acct 2	Spade Shove			Ridgid	HazMart		1	Ea	\$ 15.00
10018761	Acct 2	Floor Scrubber	M5700	5700-22870	Tennant	LMCA	Inside LMCA Warehouse	1	Ea	\$ 15,000.00

- In accordance with (IAW) FAR 45.201(a)(5), the GFP provided herein is furnished in an "as-is" condition. Physical inspection shall take place at AFRL RQ-West following contract award.
- IAW FAR 45.201(b), given that the LAREDO effort is a competitive acquisition, the Government is hereby providing notice that the winning offeror of this contract is responsible for all costs related to making the property available for use.
- IAW FAR 45.201(c)(5), all offerors are to submit a description of the offerors property management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by the offeror in managing Government property. This information shall be provided as an addendum to offerors Technical Volume, and will NOT count against the Technical Volume page limitations.

Attachment - 6: “PAST PERFORMANCE QUESTIONNAIRE (PPQ)”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: September 16, 2019

This attachment including the cover page consists of **8** pages

**SELECTION ATTACHMENT
PAST PERFORMANCE QUESTIONNAIRE (PPQ) COVER LETTER**

**DEPARTMENT OF THE AIR FORCE HEADQUARTERS AIR FORCE TEST CENTER (AFMC)
EDWARDS AIR FORCE BASE, CALIFORNIA**

FOR OFFICIAL USE ONLY

The Air Force Test Center of the Air Force Materiel Command (AFMC) is in the process of competitively selecting a source for the Logistics for Aerospace Research and Development Operations (LAREDO) program.

One of the considerations in proposal evaluation is the verification of the offeror's past performance on contracts or other work efforts, which reflect the offeror's ability to perform on the proposed effort. We depend on information received from organizations such as yours, which have had first-hand experience with the offeror, for the evaluation of the offeror's performance on those contracts or work efforts.

Our areas of interest regarding the offeror are summarized in the enclosed questionnaire. Our schedule is tight and we desire your written response no later TBD (date will be provided at official Request for Proposal (RFP)) after your receipt of this letter. This schedule will allow us sufficient time to analyze the data prior to the start of negotiations.

To assist you in preparing your response and expediting your reply, the questionnaire may be filled out electronically and e-mailed to alessandra.barzaghi@us.af.mil and joshua.vasquez.5@us.af.mil. Please call Alessandra Barzaghi at 661-277-0987 or Joshua Vasquez at 661-277-8213 if you have any questions. Your completed questionnaire will become a part of the official Source Selection records.

Your assistance is greatly appreciated and your prompt response will be one of the keys to the successful and timely completion of this Source Selection.

Joshua P. Vasquez
Contracting Officer

Attachment: Past Performance Questionnaire

LAREDO PAST PERFORMANCE QUESTIONNAIRE (FA9300-19-R-0003)

SOURCE SELECTION SENSITIVE INFORMATION WHEN COMPLETED IAW FAR 2.101 AND 3.104

SECTION 1: CONTRACT IDENTIFICATION

- A. Contractor: _____
- B. Cage Code of contractor contract was awarded to: _____
- C. Contract number: _____
- D. Contract type: _____
- E. Was this a competitive contract? Yes ___ No _____
- F. Period of performance: _____
- G. Initial contract cost: \$ _____
- H. Current/final contract cost: \$ _____
- I. Reasons for differences between initial contract cost and final contract costs:
- _____
- _____
- _____
- _____
- _____
- _____
- J. Description of service provided:
- _____
- _____
- _____
- _____
- _____
- _____

SECTION 2. CUSTOMER OR AGENCY IDENTIFICATION

- A. Customer or agency name: _____
- B. Customer or agency description (if applicable): _____
- C. Geographic description of services under this contract (i.e. local, nationwide, worldwide, other Commands): _____
- _____

SECTION 3. EVALUATOR IDENTIFICATION

A. Evaluator's name:

B. Evaluator's title:

C. Evaluator's email and phone/fax number:

D. Number of years evaluator worked on subject contract: _____

SECTION 4: EVALUATION

Please indicate your satisfaction with the contractor's performance by placing an "X" in the appropriate block using the scale provided to the right of each question. This scale is defined as follows:

<u>CODE</u>	<u>PERFORMANCE LEVEL</u>
B	BLUE/EXCEPTIONAL - The contractor's performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
P	PURPLE/VERY GOOD- The contractor's performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
G	GREEN/SATISFACTORY – The contractor's performance meets contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Y	YELLOW/MARGINAL – Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.
R	RED/UNSATISFACTORY – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.
N	NOT APPLICABLE - Unable to provide a score.

B	P	G	Y	R	N
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Program Management:

P1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program)						
P2. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve						
P3. Timeliness/effectiveness of contract problem resolution without extensive customer guidance						
P4. Understand/complied with customer objectives and technical requirements						

P5. Successfully responded to emergency and/or surge situations						
P6. Quality/effectiveness of sub-contracted efforts						
P7. Effectiveness of material management (including Government Furnished Property and/or Equipment)						
P8. Contractor proposed alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the customer						
P9. Contractor implemented responsive/flexible processes to improve quality and timeliness of support.						

B	P	G	Y	R	N
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Transition/Phase-in:

T/PI1. Contractor ability to smoothly transition resources and personnel.						
T/PI2. Contractor effectiveness on maintaining continuity of mission support while transitioning/phasing in resources and personnel to support other						
T/PI3. Contractor ability to secure Non-Disclosure Agreements.						

Employee Retention/Attraction:

E1. Ability to hire/apply a qualified skilled workforce to this effort.						
E2. Ability to retain a qualified workforce on this effort.						
E3. Effectiveness of employee compensation towards quality of work.						

Please discuss each response for which you indicated B/E (Blue/Exceptional), P/VG (Purple/Very Good), Y/M (Yellow/Marginal) or R/U (Red/Unsatisfactory) in response to the questions above (use additional sheets, if necessary).

Government Contracts Only: Has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations?

Yes _____ Default _____ Convenience _____ Pending Terminations _____

If yes, please explain (e.g., inability to meet cost, performance, or delivery schedules, etc).

SECTION 5: NARRATIVE SUMMARY

What were the contractor's most positive aspects in the performance of the contract?

What were the contractor's most negative aspect in the performance of the contract?

Do you have any comments on the Contractor's overall quality of work?

Was/Is the Contractor timely in submitting required reports and other deliverables? If no, please explain.

Did you or the Contracting Officer Representative (COR) have any complaints regarding their performance? If yes, please explain.

Would you have any reservations about soliciting (or awarding to) this contractor in the future?

Please provide any additional comments concerning this contractor's performance, as desired.

Evaluator's Signature

Date

Thank you for your prompt response and assistance!

*Please return this completed questionnaire via **mail or email** to:*

Mailing Address:

AFTC/PZRB
5 S. Wolfe Ave.
Edwards AFB, CA 93524-1185
Attn: Alessandra Barzaghi and Joshua P. Vasquez

MARKED FOR: FA9300-19-R-0003

Email Address: Alessandra.Barzaghi@us.af.mil and Joshua.Vasquez.5@us.af.mil

Please call Alessandra Barzaghi at 661-277-0987 or Joshua Vasquez at 661-277-8213 for further questions or concerns.

Attachment - 7: “SOLICITATION PROVISIONS”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: October 30, 2019

This attachment including the cover page consists of 44 pages

52.212-1 -- Instructions to Offerors -- Commercial Items. (DEVIATION 2018-O0018)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Reserved.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may

reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

Class Deviation 2018-O0018—Micro-Purchase Threshold, Simplified Acquisition Threshold, and Special Emergency Procurement Authority. Effective August 31, 2018. This deviation remains in effect until it is incorporated into the FAR or DFARS, or otherwise rescinded

(j) Unique entity identifier. (Applies to all offers exceeding the micro-purchase threshold and offers at any dollar value if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) * * *

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Addendum to 52.212-1(c), Period for Acceptance of Offers. The paragraph is tailored as follows: "The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers."

Addendum to 52.212-1 Proposal Preparation Instructions

(a) Logistics for Aerospace Research and Development Operations (LAREDO) is a commercial, firm fixed priced contract. This is for acquisition of high quality, efficient and effective, performance-based management support services in the following Task areas: (1) Contract Management Office; (2) Logistics Material Control Activity (LMCA) Activity; (3) Hazardous Material Support; (4) Quality Assurance (QA) Support; and (5) Vehicle Control. Non-conformance with the instructions provided below may result in an unfavorable proposal evaluation.

(b) To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three (3) separate parts: Part I – Price Proposal, Part II – Technical Proposal, and Part III - Past Performance Information.

(c) The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting office will review this determination and if, in the Contracting Officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the Contracting Officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness and affordability of the price.

(d) Documents submitted in response to this Request For Proposal (RFP) must be fully responsive to and consistent with the following:

- (1) Requirements of the RFP [Contract Line Item Numbers (CLINs) & Performance Work Statement (PWS)] and Government standards and regulations pertaining to the PWS.
- (2) Evaluation Factors for Award in section, 52.212-2 EVALUATION - COMMERCIAL ITEMS of this RFP.
- (3) Proposals shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge and experience and will base its evaluation on the information presented in the offeror's proposal.
- (4) To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.
- (5) Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.
- (6) Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth in this section, FAR 52.212-01 INSTRUCTION TO OFFERORS - COMMERCIAL ITEMS, will not be read or evaluated, and will be removed from the proposal.
- (7) Proposals shall be mailed OR hand-delivered to the following address:

AFTC/PZRB
5 S. Wolfe Ave., Building 2800

Edwards AFB, CA 93524-1185
Attn: Alessandra Barzaghi and Joshua Vasquez
Mark For: FA9300-19-R-0003

Offerors are highly encouraged to hand-deliver their proposals as late proposals, due to postal or shipping services, will NOT be accepted. Offerors are, however, advised that admittance into Edwards AFB requires visitor badges and other requirements that may take time to process upon your arrival. Offerors are therefore advised to allow sufficient time to hand-deliver their proposals.

(8) Format for proposal Parts I, II, and III shall be as follows:

- i. Page size shall be 8.5 x 11 inches. Pages shall be no less than single-spaced, Times New Roman, Font Size 12. Tables are permitted to use Font Size 10 or larger, Times New Roman. Use at least 1 inch margins on the top, bottom, and side margins. Pages shall be numbered sequentially by volume.
- ii. For page limitation purposes, a page is defined as one single sided, single-spaced sheet of paper containing information. IAW FAR 52.204-04, Offerors will print double-sided, meaning that each double-sided paper will count as two pages. Each page shall be counted except the following: cover pages, table of contents, tables, tabs, glossaries, acronym lists, and list of figures. Pages exceeding the page limitations set forth in this FAR 52.212-01 provision will not be read or evaluated and will be removed from the proposal.
- iii. Each volume of the proposal shall be separately bound in a three-ring, loose leaf binder permitting the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the offeror's name. The same identifying data should be placed on the spine of each binder. Do not place multiple copies of the proposal in the same binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
- iv. Electronic files must be in Adobe (.pdf) or a combination of Microsoft Word Version 2016 or earlier. Excel files must be in Excel 2016 or earlier format. Page size and format limitations shall apply. CDs are the only permissible electronic media. Flash drives, DVDs and email proposals will not be accepted.

(e) Specific Instructions:

- (1) PART I – Price Proposal – All cost or pricing information shall be addressed ONLY in Part I. Submit three (3) paper copies (original, plus two (2) copies) and one (1) certified virus free electronic copy in Adobe (.pdf) or Microsoft Word Version 2016 or earlier. Excel files must be Excel 2016 format or earlier. No page limits are imposed on the Price section. Offerors will provide the occupation codes of their proposed workforce.
 - i. Complete SF 1449 blocks 12, Discount Terms; 17a Contractor Name, Address, Cage Code, Telephone No., Fax No.; 30a, Signature of Offeror/Contractor; 30b, Name and Title of Signer; 30c. Date Signed. In doing so, the offeror accedes to the contract terms and conditions as written in the solicitation, with attachments.
 - ii. Electronically fill out all attached exhibits and then insert proposed unit and extended prices in the Schedule for each CLIN.

- iii. Complete all the necessary fill-ins in the SF 1449 - Continuation Sheet and certifications in provisions. The provision FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, shall be returned along with the proposal.
- (2) PART II – Technical Proposal - Submit three (3) paper copies (original, plus two (2) copies) and one (1) certified virus free electronic copy in Adobe (.pdf) or Microsoft Word Version 2016 or earlier. Excel files (if used) must be Excel 2016 format or earlier. Limited to no more than 15 pages.
- i. Each offeror shall submit a technical proposal volume with its proposal containing the following:
 - 1. Subfactor 1: Phase-in/Transition Plan. The Transition Plan shall be sufficiently detailed to provide the contractor's methodology for each of the five (5) required factors below (Reference PWS Section 1.11.1.2):
 - a. Interview and in-process appropriate staff;
 - b. Conduct on-the-job training;
 - c. Provide security, safety, and information system training;
 - d. Develop and submit safety and health plan, quality control plan, visitor group security agreement;
 - e. Ensure non-interruption of work-in-progress.
 - 2. Completed scenario IAW Attachment 8 of FA9300-19-R-0003 RFP.
- (3) PART III – Past Performance Information - Submit three (3) paper copies (original, plus two (2) copies) and one (1) certified virus free electronic copy in Adobe (.pdf) or Microsoft Word Version 2016 or earlier. Excel files (if used) must be Excel 2016 format or earlier.
- i. Each offeror shall submit a past performance volume with its proposal, containing past performance information in accordance with the format contained in pages 9-10, Performance Information Form (PIF) of this attachment. This information is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance.
 - ii. Page Limits and Contract Submission Limits.
 - 1. Page Limits. Limited to no more than ten (10) pages per contract submitted.
 - 2. Contract Submission Limits. Submit PIFs on no more than three (3) recent or current contracts that you consider most relevant in demonstrating your ability to perform the proposed effort. Submit PIFs (see below) on no more than three (3) recent or current contracts performed by your subcontractor that you consider most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting your assertion of relevance. Refer to 52.212-2 EVALUATION - COMMERCIAL ITEMS for determining if the contracts you propose to submit meet the definitions of current, recent, and relevant.
 - 3. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized. These changes may have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To

facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider your past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

iii. Specific PIF Content.

1. Offerors are required to thoroughly explain what aspects of the contracts are deemed relevant to the proposed LAREDO contract. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risks. Merely having problems does not automatically equate to a limited or no confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. Clearly demonstrate what management actions were employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a higher confidence candidate. Specifically relate them to sections and paragraphs within the LAREDO PWS (FA9300-19-R-0003 RFP Attachment-1).
 2. Offerors are required to thoroughly explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as exceeded performance periods.
- iv. Format. Use the following PIF for submitting relevant, recent, and current (reference 52.212-2 EVALUATION - COMMERCIAL ITEMS) contract past performance information. Provide a separate form for each contract submitted. This information is required on the offeror and all subcontractors, teaming and/or joint venture partners proposed to perform a major portion of the proposed services. This is based on total proposed price or performance aspects of the services the offeror considers critical to overall successful performance. The evaluation of past performance information will take into account past performance information regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement. The Government will use information provided by the offeror and information obtained from other sources in the evaluation of the Past Performance Factor (reference 52.212-2 EVALUATION - COMMERCIAL ITEMS).

Performance Information Form (PIF) begins on the following page

PERFORMANCE INFORMATION FORM (PIF)

Provide the information requested in this form for each contract/program (citation) being described. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the length of each submission and the number of citations submitted to the limitations set forth in section e.3 Past Performance Information section of this solicitation.

A. Offeror Name (Company/Division): _____

CAGE Code: _____

DUNS Number: _____

Program/Contract Title: _____

Offeror's Role in Contract (e.g., Prime, Sub, Partner, etc.): _____

If Other than the Prime Offeror, Identify Prime Offeror: _____

(NOTE: If the company or division performing this effort is different than the offeror or the relevance of this effort is impacted by any company/corporate organizational change, note these changes.)

B. Program Title: _____

C. Contract Specifics:

01. Contracting Agency or Customer: _____

02. Contract Number: _____

03. Task/Purchase Order Number (if any): _____

04. Contract Type (e.g., Firm-Fixed Price, Cost Plus, Time and Material, etc.): _____

05. Original Period of Performance (Start & Stop Dates including exercised options): _____

06. Current Period of Performance (Start & Stop Dates including exercised options): _____

07. If Amounts for 5 and 6 above are different, provide a brief description of the reason: _____

08. Original Contract Value (\$) to include base and option periods; specify only the value of the portion performed by the offeror: _____

09. Current/Final Contract Value (\$) to include base and option periods; specify only the value of the portion performed by the offeror: _____

10. If Amounts for 8 and 9 above are different, provide a brief description of the reason: _____

11. Has the contract been entered into the Contractor Performance Assessment Reporting System (CPARS)? Yes or No

12. Average number full time equivalents on contract employed and supervised by the

Offeror:

13. Location of Contract Performance: _____

D. Brief Description of Effort as ___ Prime or ___ Subcontractor

(Please indicate the type of services provided (reference Tasks in Section A), and highlight portions considered most relevant to the LAREDO acquisition.)

E. Primary Customer Points of Contact: (For Government contracts, provide current information on all three individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

01. Program Manager: Name _____

Office _____

Address _____

Telephone _____

Email _____

02. Contracting Officer Name _____

Office _____

Address _____

Telephone _____

Email _____

03. Administrative Name _____

Contracting Officer Office _____

Address _____

Telephone _____

Email _____

F. Address any technical (or other) area about this contract/program considered unique. _____

G. Describe the nature or portion of the work on the proposed effort to be performed by the business entity being reported here. Also, estimate the percentage of the total proposed effort to be performed by this entity and whether this entity will be performing as the prime, subcontractor, or a corporate division. _____

(End of Form)

- v. Partnership Agreements. If any of the contracts you identify were performed as teaming or joint venture partners, offerors must thoroughly explain the relationship of each partner, e.g. managing partner under the contract submitted, and include copies of the teaming and/or joint venture agreement for these contracts (copies will not be counted toward page count of the volume).
- vi. Subcontractor Consents. Past Performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Contractors must provide, with the proposal, a signed letter of consent from all subcontractors consenting to the release of their past performance information to the prime contractor. This will not be counted against the page count of the volume.
- vii. Past Performance Questionnaire (PPQ). The offeror shall send out and track the completion of the PPQ (FA9300-19-R-0003 RFP Attachment-6) for each contract point of contact identified in the PIFs. The responsibility to timely send out and track the completion of the PPQ(s) rests solely with the offeror. The offeror shall exert its best efforts to ensure the points of contact submit completed PPQs **directly to the Contract Specialist/Contracting Officer** as specified on the second page of the PPQ by the closing date of the solicitation.

(f) General Information:

- (1) INFORMATION REGARDING SUBMISSION OF PROPOSAL: Hand carried proposals must be handed to the receptionist at 5 South Wolfe Avenue, Building 2800, Edwards AFB, CA 93524. The sealed envelope or package used to submit your proposal must show the time and date specified for receipt, the Solicitation Number, and the name and address of the offeror.
- (2) Offerors are cautioned that Edwards AFB has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS. Offerors should allow sufficient time to obtain a visitor pass and arrive at the bid depository PRIOR to the time specified for receipt. Late proposals will be processed in accordance with FAR 52.212-1(f) "Late submission, modifications, revisions, and withdrawals of offers."
- (3) FEDERAL HOLIDAYS: The following Federal Legal Holidays are observed by this base:
 - New Year's Day - 1 January
 - Martin Luther King's Birthday - Third Monday in January
 - Presidents Day - Third Monday in February
 - Memorial Day - Last Monday in May
 - Independence Day - 4 July
 - Labor Day - First Monday in September
 - Columbus Day - Second Monday in October
 - Veterans Day - 11 November
 - Thanksgiving Day - Fourth Thursday in November
 - Christmas Day - 25 December

(End of Addendum)

52.212-2 -- Evaluation -- Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) Price
- (ii) Technical
- (iii) Past Performance

In the integrated assessment, upon which the award assessment will be made, Past Performance is approximately equal to Price when being evaluated. Technical factor will be rated as Acceptable or Unacceptable.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

Addendum to FAR 52.212-2 Evaluation -- Commercial Items

BASIS FOR CONTRACT AWARD: This is a competitive best value source selection using the Performance Price Tradeoff (PPT) in which competing offerors' past and present performance history will be evaluated on a basis approximately equal to price. By submission of its offer in accordance with the instructions provided in provision FAR 52.212-1, Instructions to Offerors, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, this model contract, and technical requirements, in addition to those identified as evaluation factors or sub-factors. All technically acceptable offers will be treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

(a) Price Evaluation (Step 1). Initially offerors shall be ranked according to price. Included as part of the price evaluation is a review for price reasonableness. An offeror's proposed prices will be determined by multiplying the quantities identified in Section B by the proposed unit price for each CLIN or SubCLIN to confirm the extended amount for each. Offerors whose total evaluated price is unreasonable (in accordance with FAR 15.404 and FAR 31.201-3), unbalanced (in accordance with FAR 15.404-1), or unaffordable (not within any budgetary information included in the solicitation) may be considered unacceptable and may be rejected on that basis. To reiterate for reasonableness the total evaluated price will be evaluated. The provided occupation codes will be reviewed as to the offerors understanding of the requirements. Reserved Travel CLINs have a NTE amount of \$10,000.00 per CLIN, for evaluation purposes the Government will use this plug number. The Government will evaluate offers for award purposes by adding the totals for the CLINs.

(b) Technical Acceptability (Step 2). Next, the Government technical evaluation team shall evaluate the technical proposal submitted by the lowest-priced offeror on an acceptable/unacceptable (pass/fail) basis, assigning a rating of Acceptable or Unacceptable. The technical definition ratings are as follows:

Table A-1. Technical Acceptable/Unacceptable Ratings

Rating Definition

Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

The proposals shall be evaluated against the following subfactor.

(1) Subfactor 1: Transition Plan

- a. Description: The Transition Plan provides sufficient details outlining the methodology for each of the five (5) required factors (Reference PWS Section 1.11.1.2). The Transition Plan will contain RFP Attachment 8 Scenarios on specific support functions that will be evaluated for detail, thoroughness, and feasibility on an acceptable/unacceptable basis for each of the five required factors below. Submitting a plan does not guarantee an acceptable rating.
 - i. Interview and in-process appropriate staff;
 - ii. Conduct on-the-job training;
 - iii. Provide security, safety, and information system training;
 - iv. Develop and submit safety and health plan, quality control plan, visitor group security agreement;
 - v. Ensure non-interruption of work-in-progress.
- b. Criteria: This requirement is met when the offeror (prime contractor) submits a Transition Plan with Attachment 8 scenario responses that demonstrates a reasonable and complete approach in: (1) providing a sufficient number of interviewed and in-processed appropriate staff to satisfy PWS requirements;(2) identifying a sound plan in logical order and realistic milestone dates for initiating and completing on-the-job training; (3) identifying a sound plan in logical order and realistic milestone dates for providing security, safety, and information system training; (4) developing and submitting safety and health plan, quality control plan, visitor group security agreement; and (5) developing and identifying a sound plan to ensure non-interruption of work-in progress.

(c) Performance Confidence Assessment (Step 3). The Government will seek recent and relevant performance information on the lowest priced, technically acceptable offeror based on (1) the past efforts provided by the Prime offeror, and (2) data independently obtained from other Government and commercial sources in order to determine the offeror's Performance Confidence Assessment, which is comprised of three criteria: Recency, Relevancy, and Quality. Relevant present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive a "Substantial Confidence" performance assessment rating. The purpose of the past performance evaluation is to assess the degree of confidence the Government has in the offeror's ability to supply the LAREDO services that meet users' needs, based on the offeror's demonstrated record of performance. The assessment process will result in an overall performance confidence assessment rating of Substantial Confidence, Satisfactory Confidence, Neutral Confidence, Limited Confidence, or No Confidence as defined in the DoD Source Selection Procedures, Table 5, Performance Confidence Assessments. Table 5 is provided on the following page.

Table 5. Performance Confidence Assessments Rating Method

Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

- (1) Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will not be considered as highly as past performance information for the principal offeror.
- (2) Offerors with no relevant past or present performance history or the offeror's performance record is not available or so sparse that no meaningful past performance rating can be reasonably assigned, shall receive the rating "Neutral Confidence", meaning the rating is treated neither favorably nor unfavorably (see FAR 15.305(a)(2)(iv)).
- (3) Recency Assessment: An assessment of the past performance information will be made to determine if it is recent or current. Recent contracts are defined as contracts with a performance record being at least one (1) year in duration as of solicitation issuance date, no longer ongoing, and completed within the last three (3) years as of solicitation issuance date. Current contracts and/or recent contracts are defined as contracts with a performance record being at least one (1) year in duration as of solicitation issuance date. In addition, current contracts are currently ongoing as of solicitation issuance date. Performance that is more recent will generally have more impact than less recent performance. Past performance information that is found to be neither current nor recent will not be evaluated.
- (4) Relevancy Assessment: In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated to determine: (1) the performance quality of relevant efforts and (2) how closely the products provided/services performed under those contracts relate to LAREDO. The relevancy considerations in descending order of importance are as follows, where Scope is significantly more important than Magnitude/Complexity, Contract Environment, and Contract Type. Magnitude/Complexity and Contract Environment are equal in importance and more important than Contract Type. The four levels of relevancy will be used, as defined in the DoD Source Selection Procedures, Table 4, Past Performance Relevancy Rating Method.

Table 4: Past Performance Relevancy Rating Method

Adjectival Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

- (5) **Quality Assessment:** The performance quality of each recent and relevant effort (how well the contractor performed on the contracts) will be assessed, per Table 4A Definitions. The quality assessment consists of an in-depth evaluation of the past performance questionnaire responses, PPIRS information, and CPARS information. It may include interviews with Government customers and fee determining officials, interviews with commercial clients, and interviews with DCMA officials or other sources known to the Government. The quality assessment may result in positive or adverse findings. For adverse information identified, the evaluation will consider the number and severity of the problem(s), mitigating circumstances, and the effectiveness of corrective actions that have resulted in sustained improvements. Process changes will only be considered when objectively measurable improvements in performance have been demonstrated. A separate overall quality assessment rating will not be given; rather, the past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance.

Table 4A: Quality Definitions

E	V	S	M	U	N
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Neutral
Performance meets contractual requirements and exceeded many to the Government's benefits. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.	Performance meets contractual requirements and exceeded some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than some minor problems for which corrective actions taken by the contractor were effective.	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	Performance was not observed or not applicable to the current effort being reported against.

- (d) If the offeror with the lowest proposed price who is evaluated as technically acceptable is judged to have "Substantial Confidence" performance confidence assessment rating and the offeror is determined to be responsible, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.
- (e) If the offeror with the lowest proposed price who is evaluated as technically acceptable is not judged to have a "Substantial Confidence" performance confidence assessment rating, the next lowest priced offer will be evaluated and the process will continue (in order by price) until an offeror is judged to

have a "Substantial Confidence" performance assessment rating or until all offerors are evaluated. The Source Selection Authority (SSA) shall then make an integrated assessment best value award decision.

- (f) Offerors are cautioned to submit sufficient information and in the format specified in the proposal preparation instructions to permit a meaningful assessment of past performance. Offerors may be asked to clarify certain aspects of their proposal or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the Contracting Officer reserves the right to award a contract without the opportunity for proposal revision.
- (g) If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the FPR are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and ineligible for award.
- (h) The Government anticipates adequate price competition and intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

(End of Addendum)

52.204-7 -- System for Award Management (Oct 2018)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

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

(3) Company physical street address, city, state and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.209-5 -- Certification Regarding Responsibility Matters (Oct 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.209-7 – Information Regarding Responsibility Matters (Oct 2018)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“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).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Oct 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“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 size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business

concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and

submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability,

the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark “Unknown”).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

Alternate I (Oct 2014) to FAR 52.212-03. As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(End of Provision)

52.217-5 -- Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.219-1 -- Small Business Program Representations (Oct 2014)

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$38.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Sep 2015) to FAR 52.219-01. As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(End of Provision)

52.222-22 -- Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.222-25 -- Affirmative Action Compliance (Apr 1984)

The offeror represents that --

(a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

52.233-2 -- Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

252.215-7008 -- Only One Offer (JUL 2019)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to—

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Attachment -8: “LAREDO SCENARIO”

For

Logistics for Aerospace Research and Development Operations (LAREDO)

Solicitation # FA9300-19-R-0003

Date: October 30, 2019

This attachment including the cover page consists of 2 pages

LAREDO Request for Proposal (RFP) Scenario

Scenario Information: This attachment is provided to offerors in conjunction with the RFP #FA9300-19-R-0003 for Logistics for Aerospace Research and Development Operations(LAREDO). This scenario will enable the Government to evaluate potential offerors in a technical manner, in conjunction with other requirements of this RFP. Responses to this scenario shall be provided as part of the offerors technical volume (Reference Section (e)(2) "Part II – Technical Proposal" of RFP Attachment-7, Provision Addendum FAR 52.212-1 "Proposal Preparation Instructions" for information).

Scenario Format: Formatting directions, including page sizes, margins, spacing, etc. can be found in Section (d)(8) of RFP Attachment-7, Provision Addendum FAR 52.212-1 "Proposal Preparation Instructions."

Scenario # 1: Receive and process two inbound shipments

1st Receipt: Receive at LMCA and process a single delivery with 10 packages, seven standard fiberboard boxes, two boxes that contain hazardous materials and one that contains an ADPE networked computer system.

2nd Receipt: Receive at Area 1-39 (bulk propellant storage area) and process a delivery from a commercial gas vendor: five (5) each hydrogen gas cylinders to branch 1; ten (10) each of ultra-high pure nitrogen gas (only received 5) to branch 2; and one (1) cylinder of nitric oxide gas being stored for Branch 3 for later use.

Provide all steps and safety precautions contractors must take to receive, process and store these assets prior to issuing to a customer, the hazards and where applicable, the general labeling of each type of material.

Additional Requirements:

- 1 - List applicable regulations, guidance and instructions used to answer the above.
- 2 - List contractor equipment necessary to process any of the above.

Scenario # 2: Ship and receive military and research and development (R&D) explosives

1st Receipt: Military shipment received at AFRL gate with 4000 each NSN 1375013893854AQ and 2000 ft NSN 1375000285246. Determine what each of these assets are and go through the process of receipting and storing.

1st Shipment: Demonstrate shipment preparation and documentation requirements to ship 2 lbs of 1.3C energetic material from AFRL via TMO.

Provide all steps and safety precautions contractors must take to receive, process and store these assets prior to issuing to a customer, the hazards and where applicable, the general labeling of each type of material.

Additional Items:

- 1 - List applicable regulations, guidance and instructions used to answer the above.
- 2 - List any government furnished materials that will be provided.