

The Defense Logistics Agency is issuing this draft RFP (which was issued for sources sought under SPRPA1-16-R023U and SPRPA1-16-R-025U) for Performance Based Logistics (PBL) support for consumable and depot level repairables (DLRs) to satisfy requirements of the United States Air Force (USAF), DLA and Foreign Military Sales (FMS) programs for the KC-46.

An Industry Day will be held June 27-28, 2017 (June 29th if required) at Tinker Business Industrial Park 2601 Liberty Parkway, Midwest City, OK 73110. Contractors interested in attending may contact Amy Yeager at amy.yeager@dla.mil. The Draft Agenda is attached. There will be a general session to present the RFP strategy and field questions from the audience. In addition, contractors and their team members may request a 90 minute one-on-one session with the joint DLA/USAF contracting team to seek clarification and ask questions regarding the acquisition.

Attendees must register by Monday, June 19, 2017 with names, titles and contact information for all planned attendees. Also submit in writing your requests for one-on-one session to the below emails:

Amy Yeager at amy.yeager@dla.mil

Sherri McWater at sherri.mcwater@us.af.mil

Michael Taylor at michael.taylor.ctr@dla.mil

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING ▶	PAGE 1	OF 180	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SPRPA1-17-R-010U		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 19 May 2017		6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY DLA AVIATION PHILADELPHIA				CODE SPRPA1	8. ADDRESS OFFER TO (If other than item 7) 700 ROBBINS AVE PHILADELPHIA PA 19111			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copy for furnishings the supplies or services in the Schedule will be received at the place specified in item 8,

until **PM** local time

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME Amy Yeager	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS: Amy.Yeager@dla.mil
		AREA CODE 215	NUMBER 737	EXT: 5111	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM
24. ADMINISTERED BY (If other than Item 7)			25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

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SECTION A – SOLICITATION/CONTRACT FORM

A01 REQUIREMENTS CONTRACT

1. This award results in one three (3) year BASE period Fixed Price **REQUIREMENTS** contract with two three (3) year Ceiling Priced OPTION periods and one one (1) year To be negotiated Transition period.
2. Prices will be for the items specified on the Section B - Supplies or Services and Prices Schedule Sheet in accordance with (IAW) Section B below.
Regardless of the date of initial signature, the ten year period of performance under this contract will not commence until issuance of the first delivery order.
3. The Contractor is requested to provide fixed prices and delivery for line item 0001 for the full three year BASE period and ceiling prices for option periods 2 and 3. The Transition period is TBD. The Contractor will provide proposals or data items for in accordance with (IAW) and pricing updates for Performance Based (PB) requirements.

A02 TYPE OF CONTRACT - REQUIREMENTS CONTRACT FAR 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a **REQUIREMENTS CONTRACT** for the supplies or services specified and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations Clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

SECTION B – SUPPLIES OR SERVICES AND PRICES

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0002 Phase I – Start-Up: Consumables: 90 days

0003 Phase II – Full Performance: Depot Level Repairables: Base period: 9 months

0004 Phase II – Full Performance: Depot Level Repairables: Base period: 12 months

0005 Phase II – Full Performance: Depot Level Repairables: Base period: 12 months

0006 Phase II – Full Performance: Depot Level Repairables: Option period 1: 12 months

0007 Phase II – Full Performance: Depot Level Repairables: Option period 1: 12 months

0008 Phase II – Full Performance: Depot Level Repairables: Option period 1: 12 months

0009 Phase II – Full Performance: Depot Level Repairables: Option period 2: 12 months

0010 Phase II – Full Performance: Depot Level Repairables: Option period 2: 12 months

0011 Phase II – Full Performance: Depot Level Repairables: Option period 2: 12 months

0012 Phase II – Full Performance: Consumables: Base period: 9 months

0013 Phase II – Full Performance: Consumables: Base period: 12 months

0014 Phase II – Full Performance: Consumables: Base period: 12 months

0015 Phase II – Full Performance: Consumables: Option period 1: 12 months

0016 Phase II – Full Performance: Consumables: Option period 1: 12 months

0017 Phase II – Full Performance: Consumables: Option period 1: 12 months

0018 Phase II – Full Performance: Consumables: Option period 2: 12 months

0019 Phase II – Full Performance: Consumables: Option period 2: 12 months

0020 Phase II – Full Performance: Consumables: Option period 2: 12 months

0021 Phase III – Contract Transition/Continuation Support: Depot Level Repairables Plan: 30 days

0022 Phase III – Contract Transition/Continuation Support: Depot Level Repairables Performance: 12 months

0023 Phase III – Contract Transition/Continuation Support: Consumables Plan: 30 days

0024 Phase III – Contract Transition/Continuation Support: Consumables Performance: 12 months

0025 Transactional Repair: Depot Level Repairables: 12 months

0026 Transactional Repair: Depot Level Repairables: 12 months

0027 Transactional Repair: Depot Level Repairables: 12 months

CLINs 0001 – 0005, 0012-14 will have FFP for Base Period only

CLINs 0006-0011, 0015-0020 – 0004 Ceiling Price for Options 1 and 2

CLINs 00211-0024 Price to be Negotiated

CLIN 0025-0027 Price to be Negotiated

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C01 GENERAL REQUIREMENTS

C01-1.0 INTRODUCTION

This Statement of Work (SOW) defines the responsibilities of the Contractor, the Defense Logistics Agency (DLA) and the Air Force with respect to the establishment and operation of a performance based material support contract.

The Contractor shall provide outcome based Performance Based Logistics (PBL) support for consumable and Depot Level Repairables (DLRs) to satisfy requirements of the United States Air Force (USAF), DLA and Foreign Military Sales (FMS) programs (if applicable). The population of assets to be supported includes all items cited in Attachments A1 and A2. FMS requirements may be included through support agreements with the government, meaning those requirements will be programmed as part of the total requirement and be transparent to the contractor; or may come as un-programmed requirements that would be supported through a transactional approach, outside the performance bands. Details on quantities and types of items are still in development phase.

The goal of this contract is to provide affordable asset availability in support of Department of Defense (DoD) customers worldwide. The Contractor shall provide wholesale supply and logistics support and inventory management for consumable items, while enabling USAF inventory management of DLRs. Commercial depot maintenance, and configuration management associated with the items listed on Attachments A1 and A2 must be performed and comply with USAF approved processes. The Contractor shall provide Start-up support while assets covered by this contract are phased in through a Start-up period; see CLINs 0001 and 0002.

C01-2.0 GENERAL ROLES

C01-2.1 PROCURING CONTRACTING OFFICER (PCO) AND PROJECT LEADS

DLA shall assign a Procuring Contracting Officer (PCO) and Project Manager, and the Air Force will assign a Program Manager to be the primary points of contact to the Contractor's Program Manager. All contract changes shall be made via the DLA PCO, hereafter referred to as the PCO.

C01-2.2 INTEGRATED PRODUCT TEAM (IPT)

The Integrated Product Team (IPT) is a team that will include individuals from DLA, the Air Force, the Contractor, and other government activities as required. The IPT will work through a variety of contract issues to include forecast collaboration shortfalls, system integration / execution challenges, emergent requirements, requisition challenges, metric exclusion requests, and other issues that require a team based approach to resolution. Both parties agree to adequately staff the IPT with the appropriate level of personnel, both in numbers and experience, to effectively carry out the required tasks. The IPT will meet weekly, but the Government and the Contractor may jointly agree to reduce the occurrence of the meetings as the program and execution matures.

C01-2.3 CONTRACTOR PROGRAM MANAGER

The Contractor's Program Manager will oversee program activities, provide a single Point of Contact with the Government, schedule and chair Customer meetings, and ensure contract requirements are fulfilled.

C01-3.0 SMALL BUSINESS SUPPORT REQUIREMENTS

The contractor will be required to provide a Small Business Plan.

C02 STATEMENT OF WORK FOR PHASE I – START-UP

C02-1.0 INTRODUCTION

During Phase I, the Contractor is required to put in place the infrastructure, material, and systems required to meet the Government's performance requirements for Phase II (Full Contract Performance). This section of the SOW lists Contractor and Government responsibilities during the Start-up Phase of the KC-46 Program.

C02-2.0 START-UP PHASE INTEGRATED PRODUCT TEAM (IPT)

The Government and the Contractor shall establish a Start-up Phase IPT no later than fifteen (15) calendar days following the commencement of Phase I. The Start-up Phase IPT will monitor the contractor's progress against the schedule and milestones necessary for the Contractor to meet the requirements of Phase II and the Government-approved Contractor Start-up Plan. (Attachment C).

C02-3.0 SUMMARY PHASE I ROLES AND RESPONSIBILITIES

The below paragraphs are a summary of the roles and responsibilities of the parties. The contractor is required to deliver the complete statement of work.

C02-3.1 CONTRACTOR RESPONSIBILITIES

- (a) Establish an Electronic Data Interchange/Interface (EDI) capable of meeting the requirements in Section C03-9.0.
- (b) Establish a capability during Phase I to meet performance requirements.
- (c) Establish, and provide access to, an Internet Site, to be completed prior to transition to Phase II, for data collection and reporting of contractual metrics as outlined in Section C03-17.2.
- (d) Report and reconcile to the Government, the quantity and status of all Government Property in the Contractor's possession provided under this contract at the end of the Start-up Phase, updated as necessary after conclusion of Phase I. The contractor shall provide inventory reconciliation within 30 days of the end of the transition period for the assets.
- (e) Assign a Program Manager who shall have overall responsibility for meeting contractual requirements and conduct quarterly Program Management Reviews (PMRs) in accordance with Section C03-3.2.
- (f) Participate in a Program Management Review (PMR) (see Section C03-3.2) prior to the start of Phase II.
- (g) Be responsible for Export/Import licensing.

C02-3.2 GOVERNMENT RESPONSIBILITIES

- (a) The Government may provide the Contractor access, subject to security and other applicable requirements, to Government data systems as required.
- (b) Provide a direct electronic data exchange for requisition processing and requisition status with the Contractor from Government systems to support execution of program requirements at contract award, and throughout the period of performance.
- (c) Within five (5) business days of commencement of Phase II of this contract, change the Air Force Reparable Item Movement Control System (RIMCS) to reflect the Contractor's designated facility for retrograde shipments. Thereafter the Government will be responsible for the return of Unserviceable Assets in accordance with Section C03-11.1.5.
- (d) Provide requirements for Federal Aviation Administration (FAA) commercial parts in accordance with CDRLs A005 and A006.

C02-4.0 WHOLESALE INVENTORY TRANSFER

Reserved

C02-5.0 START-UP PHASE COMMENCEMENT

Phase I and Phase II will commence in accordance with Section C02-1.0 and the Contractor Start-up Plan (Attachment C).

C03 STATEMENT OF WORK FOR PHASE II – FULL CONTRACT PERFORMANCE

C03-1.0 INTRODUCTION

This section of the SOW lists Contractor and Government responsibilities during Phase II of the KC-46 Program.

C03-2.0 SUMMARY PHASE II ROLES AND RESPONSIBILITIES

The below paragraphs are a summary of the roles and responsibilities of the parties. The contractor is required to deliver the complete statement of work.

C03-2.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide the support and management effort required to perform Phase II.

- (a) Collect data, analyze, and report actual and accurate Performance Metrics data to the Government in accordance with Section C03-11.0.
- (b) At a minimum, meet the performance metrics in accordance with Section C03-11.0. Contractor shall provide timely, reliable summary-level data with which to assess current and projected contract performance (DI-FNCL-80912).
- (c) Measure and monitor asset reliability and, at a minimum, meet the asset Reliability Performance Requirements in accordance with Section C03-11.3.

- (d) Be responsible for Repair and/or Overhaul-and/or replacement of assets in accordance with Section C03-12.0.
- (e) Resolve technical problems in order to meet the delivery schedule and the performance metrics. In the event a part is inoperable upon initial installation in an aircraft, a deficiency report will be generated by the end user. When requested, the Contractor shall assist the contract administering organization in the evaluation of exhibits of items originally manufactured and/or repaired to determine the cause for deficiencies reported from field organizations through the Material Deficiency Report/Product Quality Deficiency Report (MDR/PQDR) process (DI-PSSS-81535A).
- (f) Oversee program activities, provide a single Point of Contact for the Government, schedule and chair Customer meetings, and ensure contract requirements are fulfilled. Contractor shall develop and provide a Management Plan to describe the contractor's organization, assignment of functions, duties, and responsibilities, management procedures and policies, and reporting requirements for the conduct of contractually-imposed tasks, projects, or programs DI-MGMT-80004A.
- (h) Provide visibility of contractor owned material, to include on-hand, due-in and backordered inventory status, relative to contract execution. The data shall be accessible to the Government via the Contractor's Internet Site and the Contractor shall also provide a weekly updated inventory position in a format approved by the government (Excel Format preferred).
- (i) Ensure the Government has the ability to view the following information for all material on contract:
 - 1. National Stock Number (NSN)
 - 2. Part Number (P/N)
 - 3. Quantity Ordered
 - 4. MILSTRIP Requisition Number
 - 5. Requisition Priority Designator
 - 6. Requisition Receipt Date
 - 7. Requisition Status (including partial shipments)
 - 8. Requisition Completion Date
- (g) Ensure that U.S. Government data is not releasable to and may not be accessed by foreign customers. Additionally, data on Foreign Military Sales (FMS) requirements for NIINs supported by this contract is not releasable to and may not be accessed by other foreign customers. However, all FMS customer data for NIINs supported by this contract is releasable to and may be accessed by the U.S. Government.
- (h) Provide Contract Invoicing and Payment Report that collects financial and accounting information associated with contract line item numbers (CLINs) and accounting requirements classification numbers (ACRNs) within an awarded contract, which will be used to manage obligations, disbursements, un-liquidated obligations, and canceling accounts associated with appropriated funds (DI-MGMT-81651).

C03-2.2 GOVERNMENT RESPONSIBILITIES

- (a) Assign a DLA PCO and Program/Project Managers. The Governments' PCO and Program/Project Managers will be responsible for the assets for which their organization is listed as the manager in Attachments A1 and A2.

- (b) Process and approve Contractor access requests for appropriate systems as deemed necessary, subject to security and other applicable approvals.
- (c) Provide any packaging materials or containers as Government Furnished Property (GFP) for DLRs in accordance with Section D.
- (d) Return Unserviceable Assets to the Contractor in accordance with Section C03-11.1.5.
- (e) Reconcile requisition/flying hours.

C03-3.0 PROGRAM MANAGEMENT

C03-3.1 CONTRACTOR PROGRAM MANAGER

The Contractor shall provide a Program Manager who has the authority and the necessary resources to accomplish the program performance requirements. The Program Manager shall be the Contractor's primary point-of-contact to the Government. Responsibilities of the Program Manager include:

- (a) Coordinating program requirements and information with the PCO, Program manager and Project manager, and/or Integrated Product Team (IPT) members, including quarterly Joint PMRs.
- (b) Ensuring timely resolution of performance issues and business / technical problems.
- (c) Implementing corrective action in accordance with the terms and conditions of this contract.
- (d) The contractor shall provide a documented approach to program management functions and information related to contractor's organization, practices and techniques to be used in managing the program and, if applicable, subcontractors (DI-MGMT-81797).

C03-3.2 PROGRAM MANAGEMENT REVIEWS

1. The Contractor Program Manager shall schedule and support quarterly joint PMRs, with specific DLA and Air Force breakout sessions as required. The Contractor and Government shall establish the schedule, agenda, and location of all PMRs with the Government Program/Project Managers and DLA PCO. PMRs shall be scheduled at alternating Contractor and Government facilities if possible in accordance with (IAW) DI-ADMN-81249B, DI-ADMN-81250B, and DI-ADMN-81373. The government will be responsible for arranging for access to military bases for contractor personnel as required.
2. The PMRs will provide a forum to review Contractor performance, Configuration Management issues, action items from previous PMRs, and any other program issues raised by the Contractor or the Government. The Contractor shall address program issues and formulate action plans to resolve issues / areas where the Contractor is not meeting contractual requirements in a timely manner. At a minimum, the following agenda topics shall be discussed at all PMRs:
 - (a) Performance Metrics
 - (b) Open Action Items
 - (c) Configuration Management/Service Bulletins
 - (d) Data and Reporting
 - (e) Demand Band Performance
 - (f) Flying Hour Status

- (g) Quality Control
- (h) Obsolescence Issues
- (i) Corrective Action Plans
- (j) Depot Activation Status
- (k) Inventory Management (reconciliation of parts shipped, including carcass turn-in)
- (l) Contractor Program Risks
- (m) Shop Findings Summary (number inductions, reason for return, check and test, No Cause For Removal (NCFR), i.e., No Fault Found)
- (n) Other topics of Interest or Concern

3. PMR invitees shall include the following:

- (a) Contractor Program Manager
- (b) Contractor Contract Manager
- (c) Government Program/Project Managers
- (d) DLA PCO
- (e) Others as required

4. Contractor will provide meeting minutes IAW DI-ADMN-81250B.

C03-4.0 ITEM ADDITIONS AND DELETIONS

C03-4.1 ITEM ADDITIONS: Items that are within the overall scope of the contract may be added to this contract by a bilateral contract modification, for example but not limited to:

- (a) Newly cataloged items
- (b) Items that are newly developed
- (c) Replacements for obsolete/DMS items
- (d) Items that are identified during supportability reviews that have a direct impact to improving the platform; organizational maintenance events.
- (e) Piece parts to support government organic depot repair.

Additions to the contract will not exceed 25% of the total annual dollar value of the contract.

C03-4.2 ITEM DELETIONS: Items included in the contract may be canceled and deleted from the contract by the contracting officer unilaterally, the contractor will be required to provide a proposal within 60 days to address the impact, if any, on price/cost and schedule; the parties will negotiate a bilateral contract modification to a delivery order and/or the contract. If the Parties fail to reach agreement, the contracting officer may issue a unilateral modification subject to the Disputes Clause of the contract. Examples of some possible deletions are for example but not limited to:

- (a) Obsolete items
- (b) Diminishing Manufacturing Source (DMS) items
- (c) Changes to government organic maintenance philosophy
- (d) Supportability issues

C03-5.0 BACKORDERS AT TIME OF AWARD

At time of contract award, the Government may have backorders for assets on Attachments A1 or A2 that are unfilled. Except as otherwise provided for in this contract, the Contractor shall be responsible for delivering material to fill these backorders within three (3) months of contract award. As part of its Start-up Plan, the Contractor shall include a plan and schedule to ensure all backorders are filled within three (3) months of contract award. The Contractor shall also include pricing for filling backorders

existing at time of award. The contractor will be responsible for filling the backorders in accordance with this plan. Three (3) months after date of award, any backorders from Attachments O1 and O2 (in development) that remain unfilled will be measured in accordance with the Phase II Supply Response Time (SRT) metric.

C03-6.0 INVENTORY

Reserved

C03-7.0 ITEM UNIQUE IDENTIFICATION (IUID)

The Contractor shall perform all required Item Unique Identification Data (IUID) activities IAW DFARS clause 252.211-7003 and MIL-STD 130N “DoD Standard Practice/Identification Marking of US Military Property” requirements.

C03-8.0 PROPERTY MANAGEMENT OF DLRs

1. The contract approach for this effort assumes the Contractor will provide an exchange type process for support of DLRs and no Government Furnished Property (GFP) will be transitioned to the Contractor. This means the Contractor will capitalize on availability of parts via open parts pools and/or other means to ensure delivery of required components with established goals. In order to meet supply response time goals, the Contractor may need to own inventory or have immediate access to other commercially repaired/owned inventory.
2. The AF will maintain existing levels of inventory in the field. That inventory, if above required levels may be used to laterally support demands at another location (based on SPRS processing within the USAF requisition system). These assets represent the USAF starting position of inventory and will not be transferred to the contractor.

C03-8.1 TITLE/OWNERSHIP OF COMPONENT AND PROPERTY/ASSETS

Contractor Furnished Components. The title or ownership of a contractor furnished Component and any improvements to the Component will become the property of the Government once the serviceable Component is shipped to the Government to satisfy a requisition.

Government Furnished Components. The title of ownership of a government furnished component will become property of the contractor once credit for the unserviceable component is posted to the government and physical custody of component is acknowledged when Contractor enters the contract and item data into Wide Area Work Flow (WAWF) either manually via the web site or through a properly formatted electronic message.

C03-9.0 REQUISITION PROCESSING AND INVENTORY REPORTING

Under the terms of this contract, the exchange of logistics data will be required between the Contractor and the Government to support the requisition and inventory reporting processes being performed. The Contractor shall update the data contained in the DLA or Air Force-specific application systems and databases necessary for requisition and inventory reporting. The Contractor shall be responsible for exception processing and error corrections.

C03-9.1 REQUISITION PROCESSING

C03-9.1.1 REQUISITION PROCESSING REQUIREMENTS FOR CONSUMABLES

Requisition processing details can be found in Attachment I, (DLA Enterprise Performance Based Support Contract Interface Control Document (ICD)) (in development).

C03-9.1.2 REQUISITION PROCESSING REQUIREMENTS FOR DLRS

C03-9.1.2.1 PROCESSING REQUIREMENTS FOR DLRS

The Contractor shall maintain an Electronic Data Interface (EDI) with the DoD's ordering system that will allow requisitions to automatically flow through DoD's system to the Contractor.

C03-9.1.2.2 ELECTRONIC ACCESS

The Contractor shall maintain a dedicated Internet Web site accessible to appropriate contractual parties for use in data exchange and reporting of availability and reliability metrics. The Government and Contractor shall mutually agree to the level of security required for electronic access.

C03-9.1.3 UNPLANNED/UNPRICED REQUISITIONS

Unplanned/Unpriced Requisition of material: Government may submit Part Number Request (PNR) via DD Form 1348-6 for ordering of nonstock-listed items or part number requisitions for supply support. Contractor shall support PNR upon receipt of DD Form 1348-6. If consistent PNR requests are identified by government, then government will catalog / provision nonstock-listed items and provide National Stock Number to contractor for PNR once stock-listing action is complete. National Stock Number will be processed via bilateral contract action under Add/Delete CLIN of contract.

C03-9.1.4 REQUISITION DATA EXCHANGE FOR CONSUMABLES

Requisition data exchange details can be found in Attachment I, DLA Enterprise Performance Based Support Contract Interface Control Document (ICD) (in development).

C03-9.2 REQUISITION FILL PROCEDURES

C03-9.2.1 REQUISITION FILL PROCEDURES FOR CONSUMABLES

Requisitions are defined by the following:

- Requisitions are defined as a request for a single part for any quantity.
- Customer requisitions, including unfilled requisitions (backorders), shall be satisfied in the order of the highest priority, then earliest Julian date of requisition, as required by the Uniform Material Movement and Issue Priority System (UMMIPS), unless otherwise directed by DLA PCO.
- Qualified requisitions are requisitions that meet technical requisition requirements as defined below:
 - Technical requisition requirements - Systematic checks verify that the message is complete and can be processed as defined in Attachment I, DLA Enterprise Performance Based Support Contract Interface Control Document (ICD) (in development).

- The Contractor will perform Systematic checks to ensure that no technical requirements have been violated. If the systematic check determines that the technical rules have been violated, the Contractor will respond to DLA utilizing a 945A Warehouse Shipping Advice message with a status of “BD”. “BD” status is defined as: Requisition is delayed due to the need to verify requirements relative to technical data. Orders will remain “out of status” until such time as the technical requisition requirement has been corrected. The metric clock will not start while requisitions are in “BD” status.
- If the Contractor can demonstrate based upon conditions, including but not limited to the following, that the requisition was created in error:
 - Excess quantities
 - Customer orders material and the customer does not have a valid requirement for that material. Example: (Warner Robins orders a KC-46 National Stock Number (NSN))
- The Contractor will place those requisitions in “BD” status and notify via email the PCO of reason why within one full Government business day of requisition receipt. DLA PCO will respond within one full business days of the Contractor’s notification. Upon notification, DLA PCO and the Contractor will complete the necessary forensics and DLA PCO will make one of the following three decisions:
 - 1) Cancel the requisition in its entirety and remove the requisition from metrics in total, if applicable, or
 - 2) Request the Contractor fill the order lead-time away and remove the requisition from the metrics in total, or
 - 3) Fill the requisition because DLA does not agree with the assertion of an error and metrics will apply. The metrics clock commences upon notification from the PCO and subsequent change to the median status code.
- Cancelled Requisitions
 - Qualified requisitions that are subsequently cancelled within the metric delivery timeframe will be considered an exclusion to the material availability calculation.
 - Qualified requisitions that were identified by the Contractor to be in error that are subsequently cancelled prior to fulfillment will be considered an exclusion to the material availability calculation. Partially filled requisitions that were identified by the Contractor to be in error where the unfilled quantity is subsequently cancelled prior to fulfillment will be considered a quantity change and will be counted under the material availability calculation based on the response time of the partial quantity fulfillment.
- Modified Requisitions
 - If a Requisition Modification is requested by the Government and the Contractor accepts this modification, the Contractor will respond indicating its Modification Request Acceptance and restart the metric clock accordingly.
 - If a modification is accepted then the Metric Start time for all applicable suffixes on the requisition will be reset using the timestamp sent by the Contractor in the 945A Modification Acceptance Transaction.

C03-9.2.2 REQUISITION FILL PROCEDURES FOR DLRS

The contractor shall use the Spares Priority Release Sequence (SPRS) logic for all requisitions, which will be provided by the Air Force to the Contractor through an electronic interface. The Air Force may direct at any time, a deviation from the SPRS logic. This request will be submitted by the PCO to the Contractor Program Manager. The request will include the requisition number, NSN, part number/CAGE, quantity, priority, project code, whether the requisition is a MICAP, and reason for the SPRS deviation. If an AF directed SPRS deviation causes the Contractor to miss the SRT performance requirement for any requisition, the Contractor shall request the requisition be considered for exclusion as referenced in the SRT metrics evaluation section of the contract.

C03-9.3 INITIAL OUTFITTING REQUISITION PROCEDURES

C03-9.3.1 INITIAL OUTFITTING REQUISITION PROCEDURES FOR CONSUMABLES

Reserved

C03-9.3.2 INITIAL OUTFITTING REQUISITION PROCEDURES FOR DLRS

The Program Manager will notify the Contractor via the PCO when activating new aircraft or standing up additional squadrons. This information will be provided to the contractor as soon as possible to ensure adequate time for the contractor to adjust supportability posture. At a minimum the information will be reviewed and discussed during all PMR meetings.

C03-9.4 REQUISITION DATA PROCESSING

The Government customer shall submit requisitions, requisition follow-ups and requisition cancellations using current procedures. The customer requirements shall then be forwarded to the Contractor via the processes outlined in Section C03-9.2. The Contractor shall provide an Estimated Shipment Date (ESD) for any requisition that will not be delivered in accordance with the SRT metric specified in Section C03-11.1 and update the ESD until the requisition is filled. This ESD is provided for reporting purposes only, and is not a waiver of contractual delivery of SRT requirements.

C03-9.5 INVENTORY REPORTING

C03-9.5.1 INVENTORY REPORTING FOR CONSUMABLES

Reserved

C03-9.5.2 INVENTORY REPORTING FOR DLRS

The levels of inventory required to meet the performance metrics of this contract will be the sole responsibility of the Contractor for the contract term. It will be at their discretion whether a requisition will be filled using a new part or repair of a non-RFI carcass.

C03-9.5.2.1 DEFICIENCY REPORTING

In the event a part is inoperable upon initial installation in an aircraft, a deficiency report will be generated by the end user. When requested, the Contractor shall assist the contract administering organization in the evaluation of exhibits of items originally manufactured and/or repaired to determine

the cause for deficiencies reported from field organizations through the Material Deficiency Report/Product Quality Deficiency Report (MDR/PQDR) process. (DI-PSSS-81535A)

C03-9.5.2.2 ASSET RECONCILIATION

The Contractor shall provide an asset reconciliation each quarter to account for material exchange. Report will provide information on number of serviceable assets shipped to meet demands and number of unserviceable assets received from Government. (DI-MGMT-81466A) Retrograde timelines/requirements are detailed in Section C03-11.1.5 (RETROGRADE RETURNS). The report shall also document number of approved Quality Deficiency Return quantities (referenced above).

C03-9.6 LIFE LIMIT COMPONENT TRACKING REPORTING

While the majority of items utilized are not technically considered life limited there are some items that are identified as Extended-range Twin-engine Operational Performance Standards (ETOPS), which require more stringent tolerances and specific requirements. These parts are still being defined and requirements documented. Contractor will be required to comply with these regulations and standards.

C03-10.0 PAYMENT APPROACH/ADJUSTMENTS

Reserved. See Section H.

C03-11.0 PERFORMANCE REQUIREMENTS

In addition to all other requirements of this contract, the Contractor shall meet the Performance requirements set forth for both First and Second Pass Supply Response Time (SRT) and Reliability. The Contractor shall be responsible for maintaining accurate SRT and Reliability data in the Contractor's database in accordance with the requirements of this section. The Contractor database is subject to Government access and review.

The contractor shall maintain records of all data necessary to determine and verify its performance data for the SRT and Reliability metrics for five years after completion of the applicable period of performance. Records will be made available upon request of the Government. Any requisition for which there is not adequate documentation to support delivery will be measured in accordance with the most lengthy delivery during that performance period. For example, if the longest delivery for the performance period was 110 days, any such requisition without adequate documentation would be assessed at 110 days.

In order to meet the performance requirements of this contract, the contractor shall at minimum:

- Leverage open commercial parts pool for parts availability and pipeline reduction.
- Maintain working relationships and obtain parts directly from FAR part 145 certified vendors.
- Meet all performance requirements as set forth in Section C03-11.0.
- Maintain latest configuration IAW FAA and manage obsolescence issues.
- Transition identified items to organic Government repair or manage under PBL contract under a Public-Private Partnership (PPP) arrangement as applicable.
- Maintain usage data of items on contract-consisting of failure rates and modes.

C03.11.1 SUPPLY RESPONSE TIME (SRT) METRIC FOR DLRS AND CONSUMABLES

1. Delivery performance shall be measured in working days from the date a requisition is received from the Contractor through receipt at the CONUS or OCONUS destination. For a requisition to be filled on time, the requisition must be received at the CONUS or OCONUS destination by the working day delivery requirements specified in Sections C03-11.1.1 and C03-11.1.2. Reference Attachment F for an example of how the working days are measured.
2. A working day is defined as a normal business day 8:00 AM to 4:00 PM local time; except Saturdays, Sundays, and Federal holidays. Requisitions received after 4:00 PM local time, where the work will be performed, will be considered to have been received the following work day.
3. The Contractor shall comply with current International Traffic in Arm Regulations (ITAR) and all other applicable import/export/customs laws and regulations.

C03-11.1.1 SRT MEASUREMENT

C03-11.1.1.1 FIRST PASS METRIC CALCULATION

The Contractor's First Pass SRT performance over a given Performance Period is calculated by:

$$\frac{\text{Total Number of Requisitions Filled by the 1st Pass Delivery Requirement During the Performance Period}}{\text{Total Number of Requisitions Received During the Performance Period}}$$

Any requisition where RFI material has not been delivered in accordance with the first pass SRT delivery requirement is considered delinquent and subject to the Second Pass Metric. Any unfilled requisitions received during the Performance Period where the delivery requirement falls within the subsequent Performance Period shall be included in the subsequent year's first pass metric and not the most recent Performance Period's first pass metric. Any unfilled requisitions that had a delivery requirement within a previous Performance Period shall be included in the *Total Number of Requisitions Received During the Performance Period*. Requisitions received, but subsequently cancelled prior to shipment, will not be included in the *Total Number of Requisitions Received During the Performance Period*.

C03-11.1.1.2 SECOND PASS METRIC CALCULATION

The Contractor's Second Pass SRT performance over a given Performance Period is calculated by:

$$\frac{\text{Total Number of Requisitions Filled by either the 1st or 2nd Pass Delivery Requirement During the Performance Period}}{\text{Total Number of Requisitions Received During the Performance Period}}$$

Any unfilled requisitions received during a Performance Period where the delivery requirement falls within the subsequent Performance Period shall be included in the subsequent year's second pass metric and not the then current Performance Period's second pass metric. Requisitions received, but subsequently cancelled prior to shipment, will not be included in the Total Number of Requisitions During the Performance Period.

Any requisition that is not filled within the second pass working day delivery requirement shall be considered delinquent. A delinquent requisition will be included in the *Total Number of Requisitions Received During the Performance Period* for every second pass working day requirement period of time that the requisition is not filled. Below are examples:

A requisition has a second pass delivery requirement of 30 working days. The Contractor did not fill the requisition on time and did not fill the requisition until 151 working days had passed. Assuming all the working days were within the same Performance Period, the Total Number of Requisitions Received During the Performance Period would have counted the one requisition five times, as the Contractor was unable to fill that requisition during the five 30-working day periods.

A requisition has a second pass delivery requirement of 30 working days. The Contractor did not fill the requisition on time and did not fill the requisition until 151 working days had passed. Assuming 109 working days were within the previous Performance Period, the Total Number of Requisitions Received During Performance Period would count the one requisition three times, as the Contractor was unable to fill that requisition during the three 30-working day periods. The fourth 30-working day period would include a requisition in the subsequent year's second pass metric because its delivery requirement would fall within the subsequent Performance Period. The fifth (final) 30-working day period also falls in the subsequent period of performance.

Note that depending upon the working day delivery requirements for the First Pass and Second Pass metrics, a requisition may be included in the first pass metric for the most recent Performance Period and the second pass metric for the subsequent Performance Period.

C03-11.1.2 SRT REQUIREMENTS

C03-11.1.2.1 SRT REQUIREMENTS FOR DLRS

The SRT Requirements for DLRs are as follows:

Delivery Requirements:

Requisition Category (RC)	Requisition Authority	Location	<u>1st Pass</u> <i>Time to Receipt at Point of Need</i>	<u>2nd Pass</u> <i>Time to Receipt at Point of Need</i>
1	MICAP, JCS, or Priority 01	CONUS	24 Hours	30 Business Days
		OCONUS	2 Business Days ¹	30 Business Days ¹
2	Priority 02 and 03	CONUS	4 Business Days	30 Business Days
		OCONUS	9 Business Days ¹	30 Business Days ¹
3	All Other Priorities (04-15)	CONUS	7 Business Days	30 Business Days
		OCONUS	17 Business Days ¹	30 Business Days ¹
¹ Excludes OCONUS local or national holidays				

DLR Requirements – Weapon System First Pass Metric:

[illegible]

DLR Requirements – Weapon System Second Pass Metric:

[illegible]

C03-11.1.2.2 SRT REQUIREMENTS FOR CONSUMABLES

Consumable Delivery Requirements:

Requisition Category (RC)	Requisition Authority	Location	<u>1st Pass</u> <i>Time to Receipt at Point of Need</i>	<u>2nd Pass</u> <i>Time to Receipt at Point of Need</i>
1	MICAP, JCS, or Priority 01	CONUS	4 Business Days	30 Business Days
		OCONUS	9 Business Days ¹	30 Business Days ¹
2	Priority 02 and 03	CONUS	6 Business Days	30 Business Days
		OCONUS	14 Business Days ¹	30 Business Days ¹
3	All Other Priorities (04-15)	CONUS	7 Business Days	30 Business Days
		OCONUS	19 Business Days ¹	30 Business Days ¹

¹Excludes OCONUS local or national holidays

Consumable Requirements – First Pass Metric:

[illegible]

Consumable Requirements – Second Pass Metric:

	Annual Order PoP Weapon System Second Pass Metric									
Platform	1	2	3	4	5	6	7	8	9	10
KC-46	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

C03-11.1.3 SRT REPORTING FOR DLRS AND CONSUMABLES

C03-11.1.3.1 MONTHLY SRT REPORTING

The Contractor shall report its SRT performance on a monthly basis for both the first pass and second pass metrics for both DLRS and Consumables. The Contractor shall report SRT performance to the PCO and Program/Project Managers for all items. The Contractor shall use CDRLs A003a and A003b to report the first pass metric and CDRLs A004a and A004b to report the second pass metric.

C03-11.1.3.2 QUARTERLY SRT REPORTING

At each quarterly PMR the Contractor shall report on their to-date SRT performance for the current performance period for all assets. Fifteen (15) calendar days prior to each PMR, the Contractor shall provide the PCO and Program/Project Managers the following data:

- (a) A statement of the first pass and second pass SRT performance to-date.
- (b) List of unfilled requisitions by requisition number, Issue Priority Group, and age.
- (c) Summary of the data, as well a location of complete data used to assess performance.

The Contractor shall use CDRLs A003a, A003b, A004a and A004b for Quarterly Reporting.

C03-11.1.3.3 ANNUAL SRT REPORTING

The Contractor shall report its SRT performance on an annual basis for the most recent performance period for both the first pass and second pass metrics. The Contractor shall report SRT performance to the PCO and PMs. The Contractor shall use CDRLs A003a, A003b, A004a and A004b to report both the first and second pass metrics.

C03-11.1.4 SRT METRIC EXCLUSIONS

1. For any Performance Period, the Contractor may make a written request, with supporting documentation, to have requisitions excluded from the first pass and/or second pass metrics for any assets. The request shall be made to the PCO and shall include the following:

- (a) Requisition number
- (b) Metric to be excused from (first pass and/or second pass)
- (c) Date requisition received
- (d) Justification for exclusion

2. If the PCO determines the exclusion is warranted, those requisitions shall be excluded from the *Total Number of Requisitions Received During the Performance Period*. Such requests must be submitted in conjunction with the monthly SRT Performance Reports required in CDRLs A003a, A003b, A004a and

A004b. Instances where such an exemption may be granted are events associated as specified within 52.212-4 and 52.249-8. An exclusion of a requisition from the first pass and/or second pass metric does not relieve the Contractor from the obligation to fill the requisition, unless the requisition is cancelled but not shipped.

3. The Contractor shall not be permitted to have requisitions excluded from the first pass and/or second pass metrics resulting from lapses in International Traffic in Arms Regulations (ITAR) /export control/customs or similar agreements.

C03-11.1.5 RETROGRADE RETURNS

1. The Government shall return Unserviceable Assets to the Contractor's Facility at the Government's expense. Retrograde return performance is defined as the percentage of Unserviceable Assets returned to the Contractor's Facility after requisition date within the Government's specified number of days. The Government's specified number of retrograde return days is below:

Air Force Assets: CONUS and OCONUS are 60 calendar days.

2. Air Force will use their best efforts to meet a minimum of ninety percent (90%) retrograde return performance for all Unserviceable Assets returned within the Performance Period.

3. If the contractor is able to demonstrate that the government's failure to meet retrograde return performance standards impacts the contractor's ability to perform under this contract, for any assets, the Contractor can request metric relief from the DLA PCO, using the procedures previously listed in Section C03-11.1.4 (SRT Metric Exclusions).

C03-11.2 MATERIAL AVAILABILITY (MA) METRIC

Reserved

C03-11.3 RELIABILITY METRIC

C03-11.3.1 RELIABILITY REQUIREMENTS FOR CONSUMABLES

The Contractor may identify high failure rate/high demand items driving increased spare demands to the PCO and PMs. The listing will be coordinated to determine and prioritize improvement opportunities. It is at the Contractor's discretion to pursue U.S. Government approval of recommended configuration changes. No configuration changes are authorized without prior government approval IAW section C03-14.0 (Configuration Management and Control). Any cost/price impacts shall be subject to a bilateral contract modification.

C03-11.3.2 RELIABILITY REQUIREMENTS FOR DLRS

Asset performance shall be expressed in terms of hours of mean time between failures (MTBF). This metric is an average ratio of failures of assets compared to average flying hour program. The goal of this metric is to identify and address negatively impacted reliability of an asset (negative performance of asset) and remedy performance to prevent deterioration to asset availability. MTBF is defined as the total functional life of a population of an item divided by the total number of failures (requiring corrective maintenance actions) within the population. This metric is calculated by the following

method: Divide the total operating hours during an interval by the number of failures during that interval, expressed as follows:

$$\text{MTBF} = \frac{\text{Total Operating Hours}}{\text{Total Number of Failures}}$$

The Contractor shall maintain reliability no less than 80% of government provided reliability of part identified in Attachment J (Reliability Table – DLRs) in hours. In case of degraded performance of part, contractor must provide clear cause of performance degradation and must demonstrate cause of degradation beyond contractor control (CDRL to be developed). Contractor must demonstrate clear remedy for degradation. If the Contractor fails to meet this requirement, the Government reserves all rights and remedies under the contract.

C03-11.3.3 RELIABILITY REPORTING FOR DLRS

The Contractor shall report Reliability Performance through an Air Force accessible-contractor furnished World Wide Web. The status of Reliability Performance shall be discussed at PMRs. This report is applicable to DLRs indicated in Attachment A1. The contractor shall provide a plan that describes actions or process to improve reliability performance.

C03-11.3.3.1 SEMI-ANNUAL RELIABILITY REPORTING

At each semi-annual PMR the Contractor shall report to-date reliability performance for the current performance period for all DLRs. Fifteen (15) calendar days prior to each PMR, the Contractor shall report reliability performance to the PCO for all assets in accordance with CDRL A008 (CDRL in development).

C03-11.3.3.2 ANNUAL RELIABILITY REPORTING

The Contractor shall report reliability performance on an annual basis for the most recent performance period. The Contractor shall report reliability performance to the PCO for all assets in accordance with CDRL A008 (CDRL in development).

C03-12.0 REPAIR, REPLACE AND OVERHAUL

1. The Contractor shall Repair/Replace/Overhaul or provide new material as necessary in order to meet the metrics set forth in the contract.
2. The Contractor shall incorporate previously Government-approved and funded asset modifications at no additional cost to the Government.

C03-13.0 CRITICAL APPLICATION ITEMS (CAI)/CRITICAL SAFETY ITEMS (CSI)

Reserved

C03-14.0 CONFIGURATION MANAGEMENT AND CONTROL

1. The Contractors' Configuration Management Plan (CMP), as approved by the Government, will be incorporated into the contract as Attachment K.

2. The Government will maintain cognizant engineering authority and configuration control for all assets. The Contractor shall maintain the total asset and subassembly baseline configuration, including, but not limited to, hardware, software and firmware, in accordance with the configuration management provisions of this contract.

C03-14.1 CONFIGURATION MANAGEMENT/ECPs

This section on configuration management is still in work but provides a basic reference for typical arrangements between the Contractor and the Government. Configuration management and engineering authority will be retained by the KC-46 Program Office Chief Engineer. All activities relating to configuration management must conform to FAA guidance and must not impact type certificate approvals for the KC-46 platform.

C03-14.1.1 CONFIGURATION MANAGEMENT

The Air Force will maintain configuration control and change authority for all modifications or changes affecting form, fit, function or interface parameters of the assets, their subassemblies and all other parameters set forth in this section, in accordance with the approved Contractor CMP, Attachment K.

C03-14.1.2 ENGINEERING CHANGE PROPOSAL (ECP) CLASSIFICATION

For all Class I and Class II ECPs, the Contractor shall have the Air Force concur with the ECP classification. All coordination shall be in accordance with the Contractor Configuration Management Plan, reference Attachment K.

An ECP is defined as the documentation by which an engineering change and its implementation for assets to be delivered under this contract is proposed, justified and submitted to the appropriate authority for approval or disapproval. Class I and Class II ECPs will be classified as follows:

Class I ECP – An engineering change will be classified as Class I if: 1) it affects any physical, functional or material requirement in approved functional or configuration documentation, or 2) it affects any approved functional, allocated or product configuration documentation, cost to the Government, warranties or contract milestones, or it affects approved product configuration documentation and one or more of the following: Government Furnished Equipment; safety; compatibility, interoperability, or logistic support; field or aircraft delivered technical manuals for which changes are not funded; will require retrofit of delivered units; preset adjustments or schedules affecting operating limits or performance to the extent a new identification number is required; interchangeability, substitutability, or replacement of any item down to non-repairable assemblies, sources on a source control drawing; or skills manning, training, biomedical factors or human engineering design.

Class II ECP – An engineering change is a Class II if it does not impact any of the Class I factors specified above.

C03-14.1.3 ECP SUBMISSION AND APPROVAL

1. Following completion of the ECP classification process, the Contractor shall submit an ECP for any Class I change that impacts the assets covered by this contract to the PCO for approval/disapproval.

2. Guidelines for preparing an ECP may be found in the latest version of MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649-1 (Configuration Management for Defense

Contracts).

3. Under this contract, a Class I ECP may be prepared in the Contractor's format but in a medium compatible with Government information management systems. In addition, a Class I ECP shall provide all information required by DI-SESS-80639D. A Class II ECP may be prepared in the Contractor's format. At a minimum, the following data is required: name and part number of item affected; name and part number of next higher assembly; description of the engineering change; need and reason for the change; all Government contract numbers for which the change applies; and the change document number. Justification codes are not required for Class II ECPs. The Contractor shall submit all ECPs by agreed upon appropriately secured electronic means. A Specification Change Notice (SCN) shall be submitted in conjunction with the ECPs or any changes made to an approved specification (DI-SESS-80643D).

4. For all Class I ECPs, the PCO will provide approval/disapproval for all Contractor submitted Class I ECPs in accordance with the Air Force requirements/policies/procedures and the Contractor CMP, Attachment K. A Class I change will not be implemented until a modification to the order is issued by the PCO, or a contract modification by the PCO.

5. For all Class II ECPs, where the asset is repaired/replaced/overhauled at a Government Depot Maintenance facility, the PCO will provide concurrence for these Contractor submitted Class II ECPs in accordance with the AF requirements/policies/procedures and the Contractor CMP, Attachment K.

6. For all Class II ECPs, where the asset is repaired/replaced/overhauled at a Contractor facility, the PCO will provide approval/disapproval for all Contractor submitted Class II ECPs in accordance with the Air Force requirements/policies/procedures and the Contractor CMP, Attachment K. A Class II change does not require a contract modification.

7. If the Contractor has an ECP pending with another Government activity or has an approved ECP that the Contractor proposes to incorporate under this contract, the Contractor shall notify the PCO for the impacted asset of the status of the ECP and provide a copy of the ECP submission. Any such ECPs, however, will be incorporated only by modification to the contract/order.

8. All costs associated with Contractor generated configuration changes (including Class I and II ECPs) and except those Class I ECPs made in accordance with Section C03-15.0 shall be borne by the Contractor and shall be made and incorporated without adjustment to the contract price. Updates to drawing packages and source data as the result of configuration changes shall be the responsibility of the Contractor. Publication costs as a result of changes to any Government repair manuals are not the Contractor's responsibility.

9. Modifications or changes due to Contractor generated ECPs shall be normally accomplished on covered assets during the period the assets are being repaired/replaced/overhauled at a Government Depot maintenance or Contractor repair facility on an attrition basis. All costs associated with contractor-initiated configuration changes (including Class I and II ECPs) shall be borne by the Contractor and shall be made and incorporated in hardware, software, firmware, and documentation without adjustment to the contract price, not including any cost associated with updating government owned repair manuals/technical orders.

10. Any Class I change initiated by the Government is subject to the Changes clause of this contract, FAR

52.243-1. The contractor shall be responsible for any costs due to a failure to obtain proper approvals or incurred in correction of any misclassification of a contractor-generated ECP. Any modifications involving a retrofit, must be approved by the PCO. In no event shall the failure or inability of the Government to facilitate or permit such modification while the asset is in the supply system and/or installed within any weapon system be a basis for an equitable adjustment or a basis to relieve the Contractor of any requirements of this contract.

C03-14.2 CONFIGURATION MANAGEMENT/VARIANCES

The Contractor shall not repair/replace/overhaul any asset that departs from technical or contractual requirements unless a request for variance has been approved. The Contractor shall not manufacture any item for acceptance by the Government that incorporates a known departure from technical or contractual requirements unless a request for a variance has been approved. Authorized variances are a temporary departure from the requirements only and do not authorize a change to the asset's configuration baseline.

C03-14.2.1 VARIANCE CLASSIFICATION

A variance is the specific written authorization to depart from a particular requirement of the asset's configuration for a specific number of units or for a specific amount of time. It is also a specific written authorization to accept assets, which is found to depart from specified requirements, but which nevertheless is considered suitable for use "as is" or after correction by a specified method. The term variance encompasses what previously had been defined as both a deviation and waiver and therefore includes requests to depart from a known requirement before, during or after manufacture.

Variances will be classified in accordance with ANSI/EIA-649-1 and instructions for DD Form 1694.

C03-14.2.2 VARIANCE SUBMISSION AND APPROVAL

1. Guidelines for preparing a Request for Variance may be found in MIL-HDBK-61A (Configuration Management Guidance) and ANSI/EIA-649-1 (Configuration Management for Defense Contracts). A Request for Variance shall be prepared in accordance with Standard Text Object RQ002.
2. For major or critical variances, the Contractor shall submit a Request for Variance to the DLA PCO for approval/disapproval. Approval and coordination shall be in accordance with the Air Force requirements/policies/procedures for variance approval.
3. For assets involving a major or critical variance, delivery and/or shipment of such assets under this contract is not permitted until authorized in writing by the PCO.
4. For minor variances where the asset is repaired/replaced/overhauled at a Government facility the Contractor shall submit a Request for Variance to the PCO for approval/disapproval. Approval and coordination shall be in accordance with the Air Force's requirements/policies/procedures for variance approval and the Contractor CMP, Attachment K. For minor variances where the asset is repaired/replaced/overhauled at a Contractor facility, the Contractor shall submit a Request for Variance to the cognizant DCMA office (as designated by the Government) for approval/disapproval. Approval and coordination shall be in accordance with the working agreement between the cognizant DCMA office and the Government and the Contractor CMP, Attachment K.
5. For assets involving a minor variance, delivery and/or shipment of such assets under this contract is not permitted until authorized in writing by the PCO.

6. Recurring variances are discouraged and shall be minimized by the Contractor. The contractor shall submit an ECP in lieu of a recurring variance if a permanent change to the configuration documentation is warranted.

C03-14.3 ADDITIONAL DATA REQUIREMENTS

The Contractor shall maintain the configuration data of all delivered assets including “as shipped” and “as repaired” configuration records by serial number. DI-DRPR-80651 applies.

C03-14.4 NON-CONFIGURATION CHANGES

All costs associated with Contractor-generated non-configuration changes, such as maintenance requirements or maintenance/repair process changes that require technical publication (including Government repair manuals) updates, shall be borne by the Contractor.

C03-14.5 COUNTERFEIT PREVENTION PLAN

Contractors that supply electronic parts or systems that contain electronic parts shall establish policies and procedures to avoid, detect, mitigate and disposition counterfeit electronic parts to prevent such parts from entering the USAF/DoD supply chain. These policies and procedures shall be documented in a CPP for submission and approval in accordance with Data Item Description (DID) DI-MISC-81832 and accomplished for all specified contract items. DI-MISC-81832 is applicable to Parts, Material and Processes Selection (PMPS) associated with delivery of systems and assemblies to the USAF and DoD. The requirements established by DI-MISC-81832 also apply to electronics components procured in sustainment of such systems and assemblies. The requirements of the recently DoD-adopted SAE 5553, Aerospace Standard, Counterfeit Electronics Parts; Avoidance, Detection, Mitigation, and Disposition shall also apply. At a minimum, the CPP shall address:

- 1. Applicability:** The Contractor shall identify all Business locations and programs to which the CPP applies. The CPP shall address materials, hardware, electronic parts, and procured assemblies.
- 2. Definitions:** The Contractor shall utilize definitions per AS 5553 to ensure consistency. Any contractor-derived definitions must be included in an appropriate CPP appendix or annex. (Ref. AS5553, paragraph 3, 3.1, 3.2, 3.3, appendix H)
- 3. Parts Availability and Use of Parts Brokers:** The Contractor shall not procure materials, systems, assemblies, subassemblies or parts from parts Brokers when available from Original Manufacturers (OM) or their Authorized Distributors. In cases where materials, systems, assemblies, subassemblies or parts are no longer available from the OM or their Authorized Distributors, procurement from Brokers may be authorized as defined by the Contractor’s policy and their CPP. (Ref. AS5553, paragraph 4.1.1, 4.1.2.e., appendix A)
- 4. Procurement Policies:** The Contractor shall provide and implement policy directing development and implementation of business practices and procedures, and processes to prevent procurement of Counterfeit materials and parts. The Contractor shall identify the appropriate office(s), business units, functional organizations, and programs, who shall have responsibility for development, maintenance and implementation of the CPP. The CPP shall identify the specific roles and responsibility for each. (Ref. AS5553, paragraph 4.1.2, 4.1.3, appendix B, C, D)
- 5. Risk Assessment:** The contract shall address the risk of using unknown sources and or unauthorized suppliers in the CPP. Application or technical risk assessments shall establish the effect that counterfeit

parts may have on performance. Vendor or source of supply risk assessments shall establish the potential for obtaining counterfeit parts. Using any risk analysis tool acceptable to the Government, the Contractor shall conduct a risk assessment based upon item characteristics and how likely it is that a counterfeit part will be received. The contractor shall identify and describe in the CPP how parts are selected for assessment and what risk is acceptable based upon the parts design, construction, material and functional requirements. As a minimum, analysis shall be completed for flagging high risk items, such as items that are obsolete, discontinued, rare, etc. The contractor shall require completion of a trade study, documented within the CPP, that shall facilitate determining whether 100% testing of parts procured from after-market sources is more cost effective than qualification or requalification of a manufacturer. (Ref. AS5553, paragraph 4.1.2, 4.1.3, appendix B, C, D)

6. Detection and Avoidance Responsibilities: The Contractor shall establish processes for the review and approval of contractor and applicable subcontractor systems for the detection and avoidance of counterfeit electronic parts and suspect counterfeit electronic parts, which processes shall be comparable to the processes established for contractor business systems under section 893 of the Ike Skelton National Defense Authorization Act for Fiscal Year 2011 (Public Law 111–383; 124 Stat. 4311; 10 U.S.C. 2302 note). The Contractor shall flow down such requirements and processes to their subcontractors per ODASD Memo titled “Overarching DoD Counterfeit Prevention Guidance”, dated 16 March 2012. (Ref. AS5553, paragraph 4.1.4, 4.1.5, appendix E)

7. Testing and Verification: The Contractor shall establish and accomplish testing and verification processes for items not received from an original equipment manufacturer, original component manufacturer, or authorized distributor that are identified as having high risk for counterfeit potential. These processes apply to prime contracts, and to subcontracts or suppliers below the prime contracts. The Contractor shall provide a list of acceptable test facilities if the subcontractor or supplier does not have the capability to perform required testing. Submittal of Certificates of Compliance indicating the parts are not counterfeit shall be acceptable for verification of testing. (Ref. AS5553, paragraph 4.1.4, appendix E)

8. Configuration Identification and Traceability: The Contractor shall identify and control the configurations of all systems, assemblies, subassemblies and parts, and enable mechanisms to provide traceability of parts. The Contractor shall report to the Government when control of the configurations of all systems, assemblies, subassemblies and parts, and mechanisms to provide traceability of parts are not possible. The Contractor shall identify the specific systems, assemblies, subassemblies and parts beyond the Contractors’ control. The Contractor shall be responsible for detecting and avoiding the use or inclusion of counterfeit materials and parts, to include procured assemblies and subassemblies, in such products and shall be responsible for the rework or corrective action that may be required to resolve the use or inclusion of counterfeit materials and parts. The cost of counterfeit electronic parts and suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts are not allowable costs under Department contracts , unless: a) the contractor has established a counterfeit avoidance/detection system approved by the DoD, b) the counterfeit parts were procured from a DoD-accredited trusted supplier or provided as government property, and c) the contractor has provide timely notification to the government. (Ref. AS5553, paragraph 4.1.6, appendix F)

9. Counterfeit Notification and Reporting: The Contractor shall report in writing to the Procuring Activity within 30 days of determining any end item, component, part, or material contained in supplies purchased by the Department of Defense, or purchased by a contractor or subcontractor for delivery to, or on behalf of, the Department, contains counterfeit electronic parts or suspect counterfeit electronic parts for the purpose of investigation and notification of the Air Force Office of Special Investigations (AFOSI). The Procuring Contracting Officer (PCO) shall coordinate reporting to the appropriate

Program Management/Item Management, System Engineering Management, the AFMC Discrepant Materiel Reporting Program (DMRP) Office in 406 SCMS/GULAB, and the AFOSI (DI-QCIC-80125B). Additionally, the Contractor shall within the same 30 day period ensure all suspected or confirmed counterfeit items are entered into the Government-Industry Data Exchange Program (GIDEP) system, which will serve as the DoD central reporting repository. (Ref. AS5553, paragraph 4.1.7, appendix G)

10. Counterfeit Prevention Training: The Contractor shall provide appropriate training and shall require all personnel working procurement within their company, to include at a minimum their supply chain management specialists, receiving inspectors, and engineers, to complete said training. The Contractor shall determine the appropriate training required. Training may be developed in-house or may be other Industry accepted training. The CPP shall describe and list the training provided by the contractor to their personnel.

11. Counterfeit Prevention Plan (CPP): Contractors that supply electronic parts or systems that contain electronic parts shall establish policies and procedures to avoid, detect, mitigate and disposition counterfeit electronic parts to prevent such parts from entering the USAF/DoD supply chain. These policies and procedures shall be documented in a CPP for submission and approval in accordance with Data Item Description (DID) DI-MISC-81832 and accomplished for all specified contract items. DI-MISC-81832 is applicable to Parts, Material and Processes Selection (PMPS) associated with delivery of systems and assemblies to the USAF and DoD. The requirements established by DI-MISC-81832 also apply to electronics components procured in sustainment of such systems and assemblies. The requirements of the recently DoD-adopted SAE 5553, Aerospace Standard, Counterfeit Electronics Parts; Avoidance, Detection, Mitigation, and Disposition shall also apply.

C03-15.0 OBSOLESCENCE/DMSMS MANAGEMENT

1. The Contractor shall monitor and manage the loss, or the impending loss, of manufacturers or suppliers of components, assemblies, or materials used in manufacturing of specified items. The Contractor shall provide an Obsolescence/Diminishing Manufacturing Source/Material Shortage (DMSMS) Management Plan (DI-MGMT-81899) that includes monitoring of parts, identifying issues, notifying the PCO of potential obsolescence risks, recommending an obsolescence solution, and developing and implementing obsolescence/diminishing manufacturing source solutions through Class II changes. The Contractor shall identify, notify, and recommend, via a DMSMS Health Analysis Report (DI-MGMT-81900), the most effective solution for all obsolescence issues, including recommending Class I changes. The Contractor shall provide timely notice to the PCO of any anticipated impacts to cost and/or schedule if a Class I ECP to address the issue is required. Any Class I ECPs not identified and approved at contract award must be authorized and approved by the PCO.

2. The Contractor is required to provide an Obsolescence/ Diminishing Manufacturing Source/Material Shortage (DMSMS) Management Plan with the submission of their proposal, which must be approved by the Government prior to contract award. This plan will be incorporated into the awarded contract as Attachment G.

3. For all assets, the Contractor shall be responsible for managing obsolescence/DMSMS problems, and notwithstanding any obsolescence/DMSMS problems, the Contractor shall remain responsible for meeting the SRT performance, Reliability performance and other requirements of this contract, unless a Class I ECP to address the issue is required. The Contractor's responsibility to manage obsolescence/DMSMS includes continual and ongoing reviews to identify actual and potential obsolescence/DMSMS problem, including the obsolescence/DMSMS of assets, components,

assemblies, subassemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").

4. The Contractor is responsible for Class II ECP costs associated with obtaining a replacement if and when any parts and/or material become obsolete or become subject to DMSMS. The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, interchangeability and substitutability, locating part replacement, vendor interface, engineering efforts, testing requirements, internal drawing changes, etc. to the point of redesign. The Contractor must demonstrate that all efforts to resolve obsolescence through means other than a Class I ECP have been exhausted. All ECPs due to obsolescence/DMSMS shall be in accordance with Section C03-14.1. In the event that a part becomes or is going to become obsolete or subject to DMSMS, the Contractor shall investigate alternative sources within industry to locate a "form, fit and function" compatible replacement part. In the event a compatible part is identified, Contractor shall prepare a change, in accordance with Section C03-14.1, and implement the change. In the event that no compatible part is available, i.e., such that "form, fit, or function" is affected by a contemplated replacement part, Contractor shall investigate, but not implement, design alternatives and solutions. Contractor shall prepare and submit in accordance with Section C03-14.1, a Class I change proposal for approval detailing the recommended engineering design solution and the associated cost and schedule impacts, if any, as might be required in implementing such change. The Contractor shall provide the Government with obsolescence/DMSMS status briefs at every semi-annual PMR.

5. For Class I ECPs due to obsolescence/DMSMS, the Contractor shall develop and submit as part of the Class I ECP submission, an Obsolescence/DMSMS Management Plan for managing the loss, or impending loss, of manufacturers or suppliers of parts and/or material required for performance of this contract. This plan shall also address DMSMS Management. At a minimum, the plan shall address the following: (1) means and approach for providing the Government with information regarding obsolescence/DMSMS problems, (2) planned resolution of current obsolescence/DMSMS problems, (3) parts list screening, (4) parts list monitoring, (5) processing DMSMS Alerts, (6) communication with and availability of information to the Government, (7) means and approach for establishing obsolescence and DMSMS solutions, and (8) plan for conducting DMSMS predictions. In lieu of preparing and submitting an Obsolescence/DMSMS Management Plan, the Contractor may provide an existing plan or existing written processes and procedures for review, which would then be in effect for the entire term of the contract, unless otherwise agreed to by the PCO.

6. The Government will advise the Contractor of any obsolescence actions in process so that an appropriate Plan of Action and Milestones (POA&M) can be developed to avoid duplication of cost.

C03-16.0 SPECIAL TOOLING (ST) AND SPECIAL TEST EQUIPMENT (STE)

Contractor will advise government of any special tooling or test equipment required to complete the requirements of this contract.

C03-17.0 DATA AND REPORTING

C03-17.1 CONTRACTOR DATA REQUIREMENTS

The Contractor shall maintain, collect, and disseminate data to the Government for use in the management of contract requirements. The Contractor shall provide data to the Government in a

government approved format via the Contractor's internet site or other electronic methods. The Contractor shall deliver data in accordance with the CDRLs in Attachment L.

The Contractor will identify any technical data or computer software generated by the contractor or any subcontract hereunder in the performance of this contract in accordance with DI-MGMT-81453A.

C03-17.2 ADDITIONAL REQUIREMENT FOR CONTRACTOR DATA ACCESSIBILITY VIA INTERNET SITES OR OTHER ELECTRONIC METHODS

The Contractor is required to provide data to the Government and/or Foreign Military Sales customers via an Internet site or other electronic methods. The following applies:

The Contractor is responsible for providing Internet access to appropriate data with applicable security and safeguard measures to protect both Contractor and Government data. Access to such site(s) shall be approved in accordance with appropriate government information security policies/procedures. After contract award, the Contractor shall provide 30 calendar days advance notice in writing to the PCO of any changes to the type or amount of data available via such site or other electronic method.

C03-17.3 GOVERNMENT DATA SYSTEMS

The Government may provide the Contractor access, subject to security and other applicable requirements, to Government data systems as required.

C03-17.4 PROJECTED PLATFORM OPERATIONAL HOURS

The Government will provide annual updates to the Contractor to Attachment H (PROJECTED PLATFORM OPERATIONAL HOURS – KC-46).

C03-17.5 DATA ACCESSION LIST (DAL)

The Contractor shall maintain a complete listing of all generated technical data resulting from this contract and shall provide this data upon request from the government (DI-MGMT-81453A).

C03-18.0 FOREIGN MILITARY SALES (FMS), OTHER SERVICES (OS), AND OTHER CONTRACTOR REQUISITIONS

Reserved

C03-19.0 SERVICE BULLETIN APPROVAL/INCORPORATION

The Government (KC-46 Program Office) shall control decisions to incorporate Service Bulletins into the KC-46 Illustrated Parts Catalog (IPC) through the Configuration Control Board (CCB) process. Any recommendations and/or identified issues relating to obsolescence and DMSMS concerns should be provided by the Contractor to the PCO for consideration. Additional details concerning process flow and timing are still in development.

C04 STATEMENT OF WORK FOR PHASE III – CONTRACT TRANSITION/ CONTINUATION SUPPORT

C04-1.0 INTRODUCTION

1. This portion of the SOW encompasses the requirements and corresponding timeframes of the Contract Transition/Continuation Support phase that are necessary to ensure the orderly and efficient transfer of performance responsibility back to the Government or a successor contractor, upon completion or termination of the Contract. In addition to the specific requirements outlined in this Section, the Contractor and Government shall continue to comply with all requirements, terms, and conditions of Section C03 (STATEMENT OF WORK FOR PHASE II – FULL CONTRACT PERFORMANCE), unless otherwise agreed to by the Contractor and the DLA PCO or as specified in the applicable order.
2. Any Assets that will enter Phase III or has entered Phase III shall herein be referred to as “Phase III Assets”.
3. An item or items may enter Phase III for three distinct reasons:
 - a. Contract Exit: The entire contract for DLRs, Consumables, or both will not be renewed, or is being terminated, and all items contained on Attachments A1 and/or A2 will move to Phase III. (Section C04-2.0)
 - b. Individual Items contained on Attachments A1 and/or A2 will move to Phase III. (Section C04-3.0)
 - c. Individual DLRs transitioning to organic depot repair contained on Attachment M (DEPOT ACTIVATION SCHEDULE) will move to Phase III. (Section C04-4.0)

C04-2.0 CONTRACT EXIT

C04-2.1 CONTRACT TRANSITION/CONTINUATION SUPPORT IPT

If either DLA or the Air Force has assets entering Phase III (Contract Transition/ Continuation Support), the Government shall establish with the Contractor, a Contract Transition/Continuation Support IPT.

C04-2.2 DATA REQUIREMENTS FOR ASSETS AND GOVERNMENT FURNISHED PROPERTY (GFP)

1. For Phase III assets, within thirty (30) calendar days of the commencement of Phase III and thirty (30) calendar days of the completion of Phase III, as directed by the PCO for the associated assets, the Contractor shall provide in writing the current status and the projected status for the following, at no additional cost:
 - (a) Quantity and condition of any Government Furnished Property (GFP) or Government Furnished Equipment (GFE) accountable to the Contractor to be returned during Phase III.
 - (b) Quantity and identification of Contractor Furnished Material (CFM) available at the end of the Contract.

C04-2.3 CONTRACTOR RETURN OF WHOLESALE INVENTORY

For Phase III assets, upon commencement of Phase III, the Contractor shall return all assets to a site determined by the PCO and in accordance with the schedule/milestones as specified in the applicable order. Any assets received by the Contractor for repair/replacement/overhaul prior to the completion of Phase III will be repaired/replaced/overhauled to the extent necessary to fulfill contractual requirements. The Contractor shall also meet the Government's requirement at the completion of Phase III, or earlier if otherwise required by the contract, for either providing RFI assets or unfilled requisition compensation for the associated assets NSNs.

C04-2.3.1 RETURN REQUIREMENTS FOR CONSUMABLES

A quantity of each line item on Attachment A2 equal to demand during procurement lead-time plus safety level, will be in a RFI condition at the time of transfer. These quantities are part of the Government inventory returned and are not in addition to the total inventory. The number of RFI shall be calculated using the following formula, based on the most recent 24-month period:

(Demand during Procurement Lead Time) + thirty (30) days of demand

C04-2.3.2 RETURN REQUIREMENTS FOR DLRS

A quantity of TBD number of line items on Attachment A1 equal to demand during procurement lead-time plus safety level, will be in a RFI (serviceable) condition at the time of transfer to ensure adequate pipeline available during transition period. The number of RFI (serviceable) shall be calculated using the following formula, based on the most recent 24 month period:

(Demand during Procurement Lead Time) + thirty (30) days of demand

C04-2.4 SYSTEM UPDATE REQUIREMENTS

1. For Phase III Assets, the Air Force shall update the Air Force Repairable Item Movement Control System (RIMCS) systems so that non-RFI reparable assets are returned to the appropriate site.
2. This update shall be in accordance with the schedule/milestones specified in the order.
3. Any misdirected shipments to the Contractor shall be forwarded to the appropriate site via Government transportation.

C04-2.5 GOVERNMENT FURNISHED MATERIAL/GOVERNMENT FURNISHED EQUIPMENT

Reserved

C04-2.6 TECHNICAL DATA

1. For Phase III assets, the Contractor shall provide to the PCO technical data reflecting current configuration data, sufficiently detailed to allow the Government to independently manage the effort formerly performed by the Contractor. The technical data shall reflect all changes to: (1) asset part numbers and (2) repair procedures and test procedures necessary for the continued support of the assets covered under this contract, including documentation related to in-process Class I and Class II ECPs (DI-SESS-80639D). The Contractor shall provide this data at no additional cost.

2. At a minimum, the technical data will be provided in a compliant format as specified in the applicable order, or as directed by the PCO if agreement cannot be reached.

C04-2.7 ANTICIPATED OBSOLESCENCE

For Phase III assets, the Contractor shall provide the PCO with a list of components, assemblies, subassemblies, piece parts, and material(s) that are expected to become obsolete or subject to DMSMS within the ensuing six (6) months period after Phase III has been completed. It is not intended that this list shall require any additional effort on the part of the Contractor beyond what the Contractor would normally do as part of its ongoing efforts under its Obsolescence/DMSMS Management (reference Section C03-15.0), but the list shall include information reasonably available or known to the Contractor as a result of those ongoing activities (e.g. existing sources, recommended new sources or solutions, etc.) DI-MGMT-81899 applies. The Contractor shall provide this data at no additional cost.

C04-2.8 PIECE PART SUPPLY SUPPORT

For Phase III assets, NLT sixty (60) calendar days after delivery from the Contractor the Bill of Material (BOM) and Depot Maintenance Study information required in Section C04-4.1.1 and commencement of Phase III, the PCO must notify the contractor of any piece part supply support requirements. As parts of Depot Maintenance Activation Planning outlined in Section C04-4.1.1, the Contractor shall provide detailed Bill of Material (BOM) breakdown of the required piece parts within the end-item/component item planned for activation. This list will include usage information from the contractors previous repair activity so the USAF can calculate forecasts for required piece parts. The PCO must provide a list of all required piece parts by NSN and part number with the required quantities. The cost and terms of the piece part supply support shall be negotiated prior to the order.

C04-3.0 TRANSITION OF INDIVIDUAL ITEMS TO PHASE III

The contracting officer may order under CLINS 0021 and 0022 or 0023 and 0024 a transition plan and the execution of that plan to be delivered by the contractor to accomplish transition of the support back to the Government or to a successor contractor within a 12 month period of time.

The contracting officer will notify the contractor within 18 months of the end of the performance period and request a transition plan. The contractor will submit a priced plan within 60 days of the contracting officers request. The plan will address all aspects of support required to successfully transition the contract to government support or to a successor contractor. The plan will be priced.

A quantity of line items on Attachments A1 or A2 equal to demand during procurement lead-time plus safety level, will be in a RFI condition at the time of transfer. These quantities are part of the Government inventory returned and are not in addition to the total inventory. The number of RFI shall be calculated using the following formula, based on the most recent 24-month period:

$$(\text{Demand during Procurement Lead Time}) + \text{thirty (30) days of demand}$$

The contractor will also provide all demand data, failure and reliability data in a format specified by the contracting officer that reflects performance under the contract over the entire period of performance.

Under these CLINs, upon written direction by the contracting officer, the contractor will execute the approved plan.

C04-4.0 TRANSITION OF INDIVIDUAL ITEMS TO ORGANIC DEPOT MAINTENANCE

C04-4.1 INTRODUCTION (DEPOT TRANSITION)

This section of the SOW encompasses the requirements and corresponding timeframes of the transition of individual commodity items to organic depot maintenance that are necessary to ensure the orderly and efficient transfer of performance responsibility back to the Government. In addition to the specific requirements outlined in this Section, the Contractor and Government shall continue to comply with all requirements, terms, and conditions of the Statement of Work, unless otherwise agreed to by the Contractor and PCO or as specified in the applicable order.

C04-4.1.1 DEPOT MAINTENANCE ACTIVATION PLANNING (DMAP)

Items in Attachment M are scheduled for organic Depot Maintenance Activation (DMA). The Air Force anticipates establishing organic repair capability for some components deemed commercial common due to Core Workload Determination and Title 10 USC 2466, 50/50 laws. Contractor shall continue to provide support to these components during activation planning and stand-up period.

Contractor will be required to continue to support procurement of serviceable assets on Attachment M due to condemnations/replenishment spares requirements as identified by the supply chain. The Air Force plans to utilize a “dual source” period of approximately 6 to 12 months depending on component technology type and depot performance during activation stand-up. Contractor will be required to adjust support to cover portions of the requirements during this time period based on a negotiated quantity that may vary given the technology type and complexity. This will most likely be a reduction in support.

Contractor will, in good faith, participate in negotiations to determine appropriate support requirements for anticipated demands for the Air Force/Contract source split. Performance metrics goals will be adjusted for specific components and will be tracked separately for depot activation items, upon activation of this paragraph. Contractor shall provide a Parts Usage Data Report of all direct material used in the performance of the contract. The Contractor shall submit a comprehensive Parts Usage Data History Report to include the last two years of data upon request from the PCO or Appendix A, DI-ILSS-80483 for technical support during DMA.

If deemed beneficial to the Government the potential may exist to establish a Public-Private Partnership (PPP) between the Contractor and the Organic Depot Maintenance Complex for activation and repair of AF end-items. This relationship would require the contractor to have parts manufacturing authority from the OEM and appropriate compliance with FAA requirements. Contractor shall provide Partnership Agreement (PA) with Part 145 repair station to provide assistance with DMA and coordinate with stakeholders for approving the final agreements. PA will consist of Technical and Engineering support, support equipment, technical data, training for mechanic certification, and other sources deemed acceptable to successfully complete Organic Depot Stand-up. Contractor shall support organic Depot repair partnerships that are established to support sustainment of AF KC-46 components. Contractor shall adhere to the established PA in supporting DMA list. Contractor shall provide all technical data for repair of the KC-46 components and shall grant all rights associated with data provided.

C04-4.2 TRANSITION SUPPORT IPT

Reserved

C04-4.3 SYSTEM UPDATE REQUIREMENTS

1. For Transition, the Government shall update the Air Force Repairable Item Movement Control System (RIMCS) so that non-RFI repairable assets are returned to the appropriate site.
2. This update shall be in accordance with the schedule/milestones specified in the order.
3. This will ensure any misdirected shipments to the Contractor would be forwarded to the appropriate site via Government transportation.

C04-4.4 TECHNICAL DATA

1. For Phase III assets, the Contractor shall provide to the PCO technical data reflecting current configuration data, sufficiently detailed to allow the Government to independently manage the effort formerly performed by the Contractor. The technical data shall reflect all changes to: (1) asset part numbers and (2) repair procedures and test procedures necessary for the continued support of the components covered under this contract, including documentation related to in-process Class I and Class II ECPs (DI-SESS-80639D applies). The following deliverables are outlined to ensure technical data, usage details and additional information necessary to activate organic workload and ensure effective supply support to those operations:
 - a. Depot Maintenance Study (DI-ILSS-80739): Lists repairable items and the tools required for depot maintenance. All requirements in areas such as qualitative, inspection, special skills, space and facilities, and time standards are included in this study.
 - b. Bill of Material (BOM)/Diminishing Manufacturing Sources and Material Shortage Management (DI-PSSS-81656B): BOM information will be use to establish the production status of parts use in a system inside the AF production shops. Information relevant to forecasting for internal components required to support organic repair operations. Information on DMSMS components will enable mitigation and management of hardware and software obsolescence.
 - c. Status Report (DI-MGMT-80368A): As required by delivery order, the contractor shall submit monthly status reports to the government for material. These reports shall cover logistics, technical, and engineering support provided by the contractor during the previous monthly period. The contractor shall document task status, data deliverables, contract issues and actions, and expenditure data. Regular updating of cumulative cost versus estimated total cost shall be submitted in the monthly status report. A Funds Expenditures chart that plots actual and planned expenditures and man-hours against time shall be included with each status report. In addition, all problem areas will be covered with recommended solutions and the outcome after solution implementation (DI-MGMT-80368A). This requirement shall exclude Firm Fixed Price delivery orders.
 - d. List of Deliverables (DI-MISC-81920): List of All Deliverables will identify all drawings, analysis performed, technical manuals developed, procedures, plans, etc. that will be delivered to the government during the period of performance.

2. At a minimum, the technical data will be provided in a compliant format as specified in the applicable order, or as directed by the PCO if agreement cannot be reached.

C04-4.5 LEVEL OF REPAIR ANALYSIS

The purpose of this LORA report is to document the results of the LORA program (DI-PSSS-81872A). This report documents and supports the contractor's conclusions, findings, and recommendations on the economic, noneconomic, and operational impacts to the requiring authority concerning repair versus discard at failure; optimum repair levels; support equipment which includes test program sets, built-in-test equipment, and test, measurement, and diagnostic equipment requirements; maintenance facility requirements; maintenance, manpower, and supply support life cycle costs; spare parts provisioning; and specific design recommendations for each item undergoing the LORA.

SECTION D - PRESERVATION, PACKAGING, PACKING AND MARKING

The contractor shall preserve, package, pack and mark all items as cited in procurement documents.

D01 PACKAGING AND MARKING REQUIREMENTS

D01-1.0 PRESERVATION REQUIREMENTS

The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with MIL-STD-2073-1D (CLINs 0002, 0012-0020, 0023-0024) and MIL-STD-2073-1E (CLINs 0001, 0003-0011, 0021-0022), "Standard Practice for Military Packaging," Packaging Requirements Code specified in the procurement documents.

When a specified packaging material has an associated Qualified Products List (QPL), the contractor shall use only packaging materials produced by a manufacturer listed on the applicable QPL. Barrier materials that have QPLs are MIL-PRF-131K, MIL-PRF-81705E, MIL-PRF-22019E, MIL-PRF-3420H and MIL-PRF-22191F. Sources for QPL material can be obtained from the Qualified Products Database at <http://qpldocs.dla.mil/>

D01-2.0 PACKING REQUIREMENTS

The contractor shall pack as follows. Exterior shipping containers for Packing Levels A and B are detailed in with MIL-STD-2073-1D (CLINs 0002, 0012-0020, 0023-0024) and MIL-STD-2073-1E (CLINs 0001, 0003-0011, 0021-0022). Reusable containers, fast pack containers or wood containers are shipping containers and do not require overpacking for shipment.

Domestic Shipments (CONUS) (CLASS I):	Level B
Overseas Shipments (OCONUS) (CLASS II):	
Via air, FPO, APO	Level B
Via freight forwarder	Level B
Via surface	Level A

Quantity Unit Pack (QUP) for each NSN will be as defined by DLA.

D01-3.0 MARKING REQUIREMENTS

All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129R. In addition, the following specific requirements apply:

a. **ADDITIONAL MARKING FOR SPARES ONLY** – Each MIL-STD-129R label shall also include the following:

- 1) Supplementary Procurement Instrument Identification Number (SPIIN) – the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),
- 2) Contract Line Item Number (CLIN) – the 4-digit individual line item number (e.g. 0001, 0002, etc.), and
- 3) SubCLIN – the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. **2D BAR CODE MILITARY SHIPPING LABEL (MSL)** – 2D bar code requirements in accordance with MIL-STD-129R, Paragraph 5.2.2.6.

c. **RADIO FREQUENCY IDENTIFICATION (RFID) LABEL** – RFID requirements in accordance with clause DFARS 252.211-7006 “Passive Radio Frequency Identification.” Note: Paragraph (d) of DFARS 252.211-7006 has an inactive link : (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at Caution-<http://www.epcglobalinc.org/standards/> < Caution-<http://www.epcglobalinc.org/standards/> >. The correct tag is <http://www.gs1.org/epc/tag-data-standard>

D01-4.0 PALLETIZATION

Palletization shall be in accordance with MIL-STD-147E- Palletized Unit Loads with requirements outlined in MD00100452, REVISION C, DATED 09/2016 found at

<http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx>

D01-5.0 WOOD PACKAGING MATERIAL (WPM)

Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

D02 MIL-STD REQUIREMENTS

Identified through out Section D.

D03 HAZARDOUS/SHELF LIFE ITEMS

D03-1.0 HAZARDOUS MATERIALS

Packaging and marking of hazardous material (HAZMAT) items shall be in accordance with requirements detailed in MIL-STD-2073-1. The contractor shall identify any HAZMAT items and prepare Safety Data Sheets (SDSs) in accordance with the FED-STD-313E.

D03-2.0 SHELF LIFE

The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129R to apply either Type I or Type II shelf -life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the shelf-life requirement is remaining when received by the first government activity.

D04 ITEM IDENTIFICATION AND VALUATION

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2013)

D05 RADIO FREQUENCY IDENTIFICATION

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011)

D06 SHIPPING LABEL REQUIREMENTS

52.211-9010 SHIPPING LABEL REQUIREMENTS – MIL STD 129R

Additionally, "FAA Certified Part" marking/label is required to be placed on the outside of the packaging.

SECTION E – INSPECTION AND ACCEPTANCE

E01 CALIBRATION SYSTEM REQUIREMENTS

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with ANSI/ISO/IEC 17025:2005 (General Requirements for the Competence of Testing and Calibration Laboratories), ANSI/NCSL Z540.3-2006 (General Requirements for Calibration Laboratories and Measuring and Test Equipment), ISO 10012:2003 (Quality Assurance Requirements for Measuring Equipment), or equivalent.

E02 QUALITY SYSTEM REQUIREMENTS

E02-1.0 QUALITY SYSTEM REQUIREMENTS

The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to all applicable requirements of ISO 9001-2008 (additionally ISO 9001-2015 will be required in calendar year 2018) Quality System, Model for Quality Assurance in Design, Development, Production, Installation and Servicing, or an equivalent quality management system/program acceptable to the Government. The Contractor's quality management system/program shall be designed to promptly detect, correct, and prevent conditions that adversely affect quality. The Contractor shall ensure all

components, including those supplied by sub-contractors, meet the requirements for quality identified in the Contractor CMP, Attachment K.

E02-1.1 CONTRACTOR'S RISK MANAGEMENT PLAN

The Contractor shall prepare, or update Contractor's Risk Management Plan (CRMP) for submittal and Government approval. The Plan shall meet the requirements of DI-MGMT-81808. The Contractor's Risk Management Plan will be used to monitor management, cost and schedule of the contract efforts relative to a system and asset. This information will provide the government with risk data for all risks associated with the system/asset.

E02-2.0 GOVERNMENT INSPECTION

In addition to the provisions of FAR 52.212-4 , product audits performed at the discretion of the Defense Contract Management Agency, Quality Assurance Representative (DCMA QAR) may be conducted by witnessing Contractor inspections or tests to include, but not be limited to, witnessing of final product inspections or Acceptance Test Procedures (ATP) performed on manufactured components, repaired subassemblies and assemblies on a non-interference basis. (e.g. The contractor shall furnish sufficient advance notification of the time Contractor inspections or tests will be performed, and if that time arises and the DCMA QAR is unavailable, the Contractor shall proceed, and DCMA verification may be accomplished by records review.)

DCMA shall request delegation for product audits for items repaired or manufactured by sub-contractors (with exception of Depots). A DD-250 Form is not required for product acceptance. When product audits are performed by DCMA QAR they may indicate that contract Quality Assurance has been performed by signing or stamping a DD-1348 Form to demonstrate product compliance.

E02-3.0 READY FOR ISSUE (RFI) TAGS

For all assets returned to servicable condition and ready for issue (RFI) via repair/replacement/overhaul under this contract, an AUTHORIZED RELEASE CERTIFICATE FAA Form 8130-3, AIRWORTHINESS APPROVAL TAG shall be utilized.

E02-4.0 SOURCE, MAINTENANCE & RECOVERABILITY (SM&R) CODES

Contractor pricing is based upon the current asset Source, Maintenance and Recoverability (SM&R) scheme provided on Attachment A1. Should the SM&R scheme change (e.g. AIMD capabilities, base closings, Air Force Repair Network Integration effort), an equitable adjustment as well as performance requirements relief may be made to the contract. Upon learning of a SM&R scheme change, the PCO shall promptly notify the Contractor.

E02-5.0 DEFICIENCY REPORTING - AIR FORCE DEFICIENCY REPORTING REQUIREMENT

Definitions:

Product Quality Deficiency Report (PQDR) – A deficiency where the failure occurs on Air Force assets with zero operating time, during initial installation/operation/test/check/run-up, or first flight.

Engineering Investigation (EI) – A deficiency where the failure occurs on an Depot Level Reparable with operating time or after initial use.

The Government shall utilize the Product Quality Deficiency process to return assets that were manufactured, repaired, replaced or overhauled under this contract, for which a quality problem is suspected. Product Quality Deficiency Reports (PQDR) and Engineering Investigations (EI) shall be administered in accordance with T.O. 00-35D-54.

E02-5.1 AIR FORCE PQDR REPORTING FOR ASSETS REPAIRED AT CONTRACTOR FACILITY

- (a) Government shall notify the cognizant DCMA representative of the pending PQDR.
- (b) DCMA shall coordinate with the Contractor's quality representative of the pending PQDR and provide appropriate disposition instructions to the Government.
- (c) The Government shall have the discrepant asset shipped to the appropriate Contractor facility as soon as possible after disposition has been received.
- (d) The Contractor shall provide evaluations, tests, and analyses required to:
 - a. Confirm/non-confirm the stated discrepancy and actual failure mode.
 - b. Ascertain the applicable root cause and corrective action.
- (e) DCMA shall witness all PQDR investigations that take place at the Contractor's maintenance facility.
- (f) Contractor shall provide DCMA with the results of their findings (called out in paragraph "d" above) for the reported discrepancy in accordance with T.O. 00-35D-54.

E02-5.2 AIR FORCE EI REPORTING

Government shall notify the Contractor of the pending EI.

- (a) The Government shall coordinate with the Contractor's quality representative of the pending EI and the Contractor shall provide appropriate disposition instructions to the Government.
- (b) The Government shall have the discrepant asset shipped to the appropriate Contractor facility as soon as possible after disposition has been received.
- (c) The Contractor shall provide evaluations, tests, and analyses required to:
 - a. Confirm/non-confirm the stated discrepancy and actual failure mode.
 - b. Ascertain the applicable root cause and corrective action.
- (d) Government shall witness all EI investigations that take place at the Depot maintenance facility. DCMA shall witness all EI investigations that take place at the contractor's maintenance facility.
- (e) Contractor shall provide the government with the results of their findings (called out in paragraph "d" above) for the reported discrepancy.
- (f) For EI completed at the Contractor's maintenance facility T.O. 00-35D-54 applies.
- (g) For EI completed at the Depot maintenance facility the report will be completed by the Government.

E03 CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection of Supplies--Fixed-Price (AUG 1996)
52.246-4	Inspection of Services--Fixed-Price (AUG 1996)
52.246-15	Certificate of Conformance. (APR 1994)
52.246-16	Responsibility for Supplies (APR 1984)
252.246-7000	Material Inspection and Receiving Report (MAR 2008)

E04 CLAUSES INCORPORATED BY FULL TEXT

52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

	Title	Number	Date	Tailoring
	Quality Management System	ISO 9001	2008	N/A
	Quality Management System	ISO 9001	2015*	N/A

* Will be required in calendar year 2018

[Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require—
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

E05 FEDERAL AVIATION ADMINISTRATION (FAA) AIRWORTHINESS APPROVAL

These assets are required to be produced by an FAA approved manufacturer. Prior to contract award, the supplier shall provide documentation of FAA approval as one of the following: Production Certificate Holder, Part Manufacturer Approval (based on identity), Technical Standard Order Approval; Direct Ship Authority; or, for distributors, accreditation to FAA AC 00-56B.

The Supplier shall furnish one of the following with the shipment:

1. An FAA 8130-3, Authorized Release Certificate, Airworthiness Approval Tag;
2. A Certificate of Conformance (CoC) with information equivalent to an FAA 8130-3, in compliance with the CDRL;
3. An EASA Form 1- Authorized Release Certificate;

4. TCCA Form One Authorized Release Certificate

Documentation shall include a statement certifying ALL items furnished on the contract are Airworthy, ready for installation in New condition, in conformity to approved design data, are in a condition for safe operation (i.e. airworthy) and are in full compliance with all specifications, technical data and contract requirements.

Dealers/Distributors must be identified on the listing of FAA AC 00-56 Accredited Companies, maintained by the Aviation Suppliers Association for the FAA (<http://www.aviationsuppliers.org/FAA-AC00-56>). Material provided by a dealer/distributor must provide an unbroken chain of traceability by lot and batch number or by serial number from the original FAA approved manufacturer through all entities that purchased, received, stored, or subsequently re-distributed the item from point of manufacture. Traceability is required to be submitted to the Acquisition Specialist prior to award.

Material is to be new and unused. Each quantity unit pack (QUP) requires a copy of acceptable documentation to be packaged with the material prior to shipment. Lot #.... "FAA Certified Part" marking/label is required to be placed on the outside of the packaging.

SECTION F – DELIVERIES OR PERFORMANCE

F01 CLAUSES INCORPORATED BY REFERENCE

52.211-17 Delivery of Excess Quantities. (SEPT 1989)
52.242-15 Stop-Work Order (AUG 1989)
52.242-17 Government Delay Of Work (APR 1984)
52.247-29 F.O.B. Origin (FEB 2006)
52.247-34 F.O.B. Destination. (NOV 1991)
52.247-48 F.O.B. Destination—Evidence of Shipment. (FEB 1999)
52.247-55 F.O.B. Point For Delivery Of Government-Furnished Property (JUN 2003)

F02 PLACE OF DELIVERY – FOB DESTINATION

Subject to the provisions of the clause hereof entitled FOB Destination (FAR 52.247-34), assets shall be shipped to the destination specified on each MILSTRIP requisition, unless otherwise directed by the PCO.

F03 TIME OF DELIVERY

The Contractor shall deliver all assets requisitioned during this contract in accordance with the contract metrics and delivery time frames set forth in Section C02-6.1, and/or the applicable order.

F04 HEALTH AND SAFETY PLAN (AIR FORCE)

In compliance with AFFAR 5352.223-9001, Health and Safety on Government Installations, the contractor shall prepare for Government approval, an Environmental Health and Safety Plan (HSP) specifically describing and/or addressing all of the activities to be conducted under this contract. The plan will be prepared in accordance with this PWS, the Depot CSA, Air Force Occupational Safety and Health (AFOSH) Standards, and should include the requirements for all relevant actions and/or items required to safely accomplish this effort. The Contractor shall conduct all activities relating to this contract/effort in compliance with the Government approved Health and Safety Plan.

The initial HSP shall be submitted to the PCO and Government Team within ten (10) calendar days of written notice of award and shall be in accordance with FAR requirements.

F05 SAFETY REQUIREMENTS (AIR FORCE)

In compliance with the Health and Safety Plan and procedures, the contractor shall submit a report on ALL mishaps, damage to DoD property and employee injuries, to the Installation Safety Office via telephone within four (4) hours after initial notification. A written report shall be submitted within three (3) calendar days of the mishap; the report shall consist of the nature of the accident, the estimated amount of damage, any unique details that will effect performance of the contract, any additional cost incurred that will result in increased cost to the Government, and the final results of the mishap.

Additionally, the Contractor shall:

1. Conform to the safety requirements for all activities related to the accomplishment of the work.
2. Provide protection to Government property to prevent damage during the period of time the property is under the control or in possession of Contractor.
3. Include a clause in all subcontracts to require subcontractors to comply with the safety provisions of this contract as applicable.
4. Record within one hour and report promptly to the CO and COR, all available facts relating to each instance of damage to Government property or injury to either Contractor or Government personnel, where Contractor is involved (DI-SAFT-81563).
5. In the event of an accident/mishap, take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the accident/mishap investigative authority through the CO.
6. If Government elects to conduct an investigation of the accident/mishap, Contractor shall cooperate fully and assist Government personnel in the conduct of investigation until the investigation is completed. (DI-SAFT-81563)

F06 PROPERTY CONTROL PLAN (AIR FORCE)

The Contractor shall establish and maintain acceptable property management plans and systems IAW applicable contract clauses. The Contractor shall submit a request for the addition or deletion of GFP or GFE to the ACO through the COR. Failure to maintain an acceptable property management system, as defined, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

SECTION G - CONTRACT ADMINISTRATION

DLA anticipates serving as PCO for the basic contract; delegation to DCMA for contract administration will be as set forth in G03. The PCO will be responsible for the administration of all orders. Disputes under the basic contract will be submitted to the PCO. The PCO will coordinate with the Air Force on issues involving the basic contract as required. Disputes involving orders will be submitted to the PCO for resolution.

G01 CLAUSES INCORPORATED BY REFERENCE

None

G02 CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 Wide Area WorkFlow Payment Instructions. (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

(Contracting Officer: Insert applicable document type(s))

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(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

Issue By DoDAAC

Admin DoDAAC

Inspect By DoDAAC

Ship To Code

Ship From Code

Mark For Code

Service Approver (DoDAAC)

Service Acceptor (DoDAAC)

Accept at Other DoDAAC

LPO DoDAAC

DCAA Auditor DoDAAC

Other DoDAAC(s)

See Schedule

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

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

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

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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.

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

G03 CONTRACT ADMINISTRATOR

1. Responsibility for performance of contract administration functional areas applicable to this contract is hereby delegated and assigned to:

DCMA: location to TBD

G04 ELECTRONIC FUNDS TRANSFER

2. Address to Which Electronic Fund Transfer (EFT) Payment is to be Made:

[TBD]

G05 INVOICES

All Services' invoices shall be submitted and approved via WAWF.

The Contractor is allowed to submit commercial invoices as defined in FAR Clause 52.212-4 for FAR 12 items.

SECTION H - SPECIAL PROVISIONS

H01 SPECIAL CONTRACT REQUIREMENTS

H01-1.0 OPTION PROVISION

1. The Government may extend the term of this contract on a CLIN by CLIN basis by written notice to the Contractor no later than 24 months prior to the expiration of each CLIN of the contract; provided, the Government shall give the Contractor a preliminary written notice of its intent to extend at least 25 months before the ordering period of the respective CLIN expires. The preliminary notice does not commit the Government to an extension. The OPTION(S) will be un-priced at the time of initial contract award. The OPTION(S) will be negotiated and mutually agreed to prior to the end of the BASE Period of Performance of that respective CLIN.
2. If the Government exercises an OPTION, the extended contract shall be considered to include this OPTION provision. The exercise of an OPTION, if any, will extend the term of this contract by three (3) years. The total duration of any CLIN, including the exercise of an OPTION under this clause, shall not exceed ten (10) years. In the event any OPTION for CLINs 0001 or 0002 are not pursued or a mutual agreement on price and/or terms and conditions is not reached, the provisions of C04 "CONTRACT TRANSITION / CONTINUATION SUPPORT" will apply.

H01-2.0 DATA DISCLAIMER

For assets covered under this contract (whether by requisition bands or flight hours), any historical, current, projected or other information provided or made available to the contractor is for informational purposes only. Such data and/or reliance on that data shall not be the basis for any equitable adjustment under this contract.

H01-3.0 UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO)

1. The UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO) marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but it is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.
2. Control, marking, and protection of U//FOUO information will be in accordance with (IAW) this document and DoDM 5200.01, Volume 4 Enclosure 3, Paragraph 2.
3. The contractor may disseminate "UNCLASSIFIED//FOR OFFICIAL USE ONLY" (U//FOUO) information to their employees who have a need to know for the information in connection with the purchase order.
4. **DESTRUCTION:** U//FOUO material will be destroyed by tearing or shredding to make unreadable. Electronic media will be purged with approved software or destroyed through a physical process. All U//FOUO information related to this contract stored on a contractor's computer system will be purged from the computer system not later than one year after the end of this contract. Contractors wishing to retain the information for a longer period of time must receive permission from Contracting Officer.
5. **STORAGE:** During working hours U//FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files for desks is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked buildings, or rooms will provide adequate after hours protection or the material can be stored in locked receptacles such as file cabinets, desks or bookcases.
6. **ELECTRONIC COMMUNICATIONS:** All sensitive information (U//FOUO, proprietary, operational information, Freedom of Information Act (FOIA) exemptions, etc.) must be protected and may be sent over an installation Local Area Network (LAN) that is protected with a firewall, user ID, and passwords. However, this same information must be CAC encrypted when sent from an installation LAN to individuals/organizations that are located at a different installation or a contractor location. If encrypted transmission is not available, appropriately marked and sent CD/DVD is acceptable. When no longer needed, this information should be shredded or torn to make it unreadable.
7. **EXPORT CONTROLLED DATA:** Export Controlled data is FOUO IAW FOIA Exemption 3. Handling, control, protection, storage, marking and communications of export controlled data is subject to the requirements of this paragraph and DoD Directives 5230.24 and 5230.25.

H02 PAYMENT APPROACHES

H02-1.0 REQUISITION BAND PAYMENT APPROACH - CONSUMABLES

1. **Applicability:** Only Consumable requisitions, for items on Attachment A2, are requisitions that

must be filled by the Contractor under Requisition Bands.

2. **Application:**

- a. It is highly anticipated that all Requisition Band CLINs will be fully-funded (see H02-1.0 paragraph 2.c below for exceptions). Under the Requisition Band payment approach the Government shall pay the Contractor a Firm-Fixed Price (FFP) for requisition quantities to be filled within the Lower and Upper Limits (e.g. 90% to 110%) for each Requisition Band in 12 equal payments over the course of each Period of Performance (PoP). The Requisition Baseline, Band Percentage, Lower, and Upper Limits for each Requisition Band are found in Attachment E (REQUISITION BAND VARIABLE ADJUSTMENT – CONSUMABLES).
- b. The Contractor shall monitor requisition quantities filled during the PoP IAW CDRLs A003b and A004b. As soon as the Contractor projects that the quantity of requisitions filled will be outside of the Lower or Upper Limits of any Requisition Band, the Contractor shall notify the PCO in writing. Pending the availability of funds and written notification from the PCO, the Government may fund additional requisition quantities to be filled above the Upper Limit for any Requisition Band. The amount funded shall be calculated by multiplying the additional requisition quantities to be filled above the Upper Limit by the applicable Cost per Requisition, reference Attachment E. In the event that the Government funds additional requisition quantities (i.e. the Upper Limit plus the additional requisition quantities funded), the Contractor is not obligated, nor authorized, to continue performance under this contract or otherwise incur costs in excess of the stated requisition quantities. If the projection is below the Lower Limit, the Contractor and Government may bilaterally elect to affect a reduction in the price immediately (using the Cost per Requisition in Attachment E multiplied by the difference in projected requisition quantities) rather than waiting until the end of the PoP by adjusting the band as set forth in para d. below. No work shall be accomplished for requisitions outside the Upper Limits of any Requisition Band unless an agreement is reached bilaterally.
- c. Each Requisition Band Baseline will be established by National Item Identification Number (NIIN) at the onset of contract performance IAW Attachment E for the Upper and Lower Limits, and remain static (except IAW H02-1.0 paragraph 3 below) throughout the life of the contract. While the baseline and associated Upper and Lower limits shall remain fixed, the Government may elect to incrementally fund the Requisition CLINs IAW the DFARS clause 252.232-7007 (Limitation of Government Obligation). If the Government elects to incrementally fund Requisition Bands, it shall do so by calculating the total amount of the established baseline that was intended to be funded, then reducing the CLIN funded amount by the decreased requisition quantities to be filled below the Lower Limit by the applicable PoP Cost per Requisition, reference Attachment E.

Below represents how the Government will increase or decrease funding/demands above or below the Upper and Lower Limits.

- d. Requisitions to be filled above the Upper Limit
 - i. Example

Beginning of the Year (Baseline)		
A	Forecast Baseline	100
1	Upper Limit	110
2	Lower Limit	90
B	Cost per Requisition	\$ 100
C	CLIN Funded Amount (AxB)	\$ 10,000
Mid-year Forecasting		
D	Mid-year Requisition Forecast	115
E	Mid-year Quantity Difference (D-A1 for >Upper, or D-A2 for <Lower)	5
F	Mid-year Fund/Credit (BxE)	\$ 500
G	Mid-year CLIN Funded Amount (C+F)	\$ 10,500
Year End Reconciliation		
H	Actual Quantity of Requisitions Filled at Year End	112
I	Year End Reconciliation Quantity (H-D)	3
J	FINAL Fund/Credit (BxI)	\$ (300)

e. Requisitions to be filled below the Lower Limit

i. Example

Beginning of the Year (Baseline)		
A	Forecasted Baseline	100
1	Upper Limit	110
2	Lower Limit	90
B	Cost per Requisition	\$ 100
C	CLIN Funded Amount (AxB)	\$ 10,000
Mid-year Forecasting		
D	Mid-year Requisition Forecast	75
E	Mid-year Quantity Difference (D-A1 for > Upper, or, D-A2 for <Lower)	-15
F	Mid-year Fund/Credit (BxE)	\$ (1,500)
G	Mid-year CLIN Funded Amount (C+F)	\$ 8,500
Year End Reconciliation		
H	Actual Quantity of Requisitions Filled at Year End	70
I	Year End Reconciliation Quantity (H-D)	-5
J	FINAL Fund/Credit (BxI)	\$ (500)

f. Note the following:

- i. The Government will only pay for requisitions filled by the Contractor. Requisitions received by the Contractor but not filled (via lateral support or cancelled and not filled by the Contractor) shall not be considered as a requisition filled by the Contractor.
- ii. Open requisitions at the end of an order PoP that have not been filled by the Contractor for any reason shall be expected to be filled by the Contractor within the Lower and Upper Limits of the following order PoP.
- iii. Any assets returned by Customers due to Deficiency Reports (DRs) which have been mutually confirmed by the Parties found to be at fault by the Contractor, per the process described in Section C, shall be subtracted from the quantity of requisitions filled by the Contractor. This

calculated value would represent a revised quantity of requisitions filled by the Contractor. Reference Attachment E (reference Requisition Band Requisition DR Revision Example).

- iv. Multiple adjustments to contractor attributed requisitions filled may occur prior to completion of the PoP.
- v. The Government shall have no obligation to pay the Contractor for any unfunded requisitions filled by the contractor in excess of any upper limit or any new funded amount of the Requisition Band.
- vi. All data will be verified by the Government, using both contractor furnished and independent government systems.

H02-2.0 COST PER FLIGHT HOUR (CPFH) PAYMENT APPROACH - DLRs

1. Applicability

- a. Under the CPFH payment approach the Government shall pay the Contractor a firm-fixed price amount (per Flying Hour) for funded estimated flying hours per CLINs 0003-0011 per each order's PoP (see H01-2.0 1.e below for exceptions). For each associated CLIN, the funded estimated flying hours amount or, if incrementally funded, the total funded amount, shall be hereafter known as the "Total Estimated CPFH Price". The Government will establish estimated flying hours and the amount available for payment at the beginning of each annual order's PoP. For each CPFH CLIN, the Contractor shall not fill any requisitions for flying hours in excess of the total estimated flying hours to be specified. Ultimately, any Contractor support or costs incurred for flight hours above the total estimated flying hours funded under the Total Estimated CPFH Price is at the contractor's risk and without liability on the part of the Government (see (b) below).
- b. The Schedule shall specify the amount obligated for payment by the Government, which in most cases, is equal to the Total Estimated CPFH Price, the total estimated flying hours and the order PoP. Per CLIN, pending the availability of funds and written notification from the PCO, the Government may increase the estimated flying hours and CLIN price and allocate additional funds in the event that total estimated flying hours are projected to exceed the total estimated flying hours previously established in the schedule.
- c. Per CLIN, the Contractor is not obligated, nor authorized, to continue performance under this contract in excess of the total estimated flying hours funded under the Total Estimated CPFH Price. Likewise, the Contractor is only obligated and/or authorized to perform up to the total estimated flying hours funded under the Total Estimated CPFH Price identified within the schedule, and shall notify the Air Force PCO in writing when actual flight hours have reached 70% of the Total Funded Flight Hours for each associated CLIN, as specified within the Schedule. Air Force will provide monthly flight hour reports for each associated CLIN so the Contractor can track appropriately.
- d. Per CLIN and Weapon System end item, the CPFH rate will be the fixed unit price applied to

total estimated flight hours. The Government shall have no obligation to pay the Contractor for any amount in excess of the Total Funded Estimated CPFH Price.

- e. The Government may elect to incrementally fund the Flying Hour CLINs IAW the DFARS clause 252.232-7007 (Limitation of Government Obligation). If the Government elects to incrementally fund Flying Hours, it shall do so by calculating the total amount of the established baseline that was intended to be funded, then reducing the CLIN funded amount by the decreased quantity of flying hours to be filled by the applicable PoP Cost per Flying Hour.

2. Application

- a. The Government will fully fund the associated CPFH CLINs in support of the total estimated flying hours and CPFH payment approach (see H02-2.0 1.e above for exceptions).
- b. For each applicable CPFH CLIN, the Government shall only be obligated to pay the Contractor for actual flying hours up to but not exceeding the Total Estimated CPFH Price.
- c. For each CPFH CLIN, the government is buying power by the flight hour from the contractor up to, but not exceeding, the total number of flight hours funded under the CPFH CLIN Total Estimated CPFH Price. The government shall identify the total number of estimated flight hours funded under the Total Estimated CPFH Price for each CPFH CLIN at the time of order issuance. The contractor waives and will not hold the government liable for any costs, supplies, or services performed by the contractor in excess of the total funded under the Total Estimated CPFH Price for each CPFH CLIN.
- d. NOTE: The Total Estimated CPFH Price will be used, as the Total Actual CPFH Price will not be known until the order PoP is complete, reference H06-1.0.

H02-3.0 UNSCHEDULED PAYMENTS - DLRS

Due to policy changes at DFAS, the USAF is no longer able to process payment adjustments by revising monthly payment schedules to reflect differing monthly payments. This contract's CLIN structure is established at the beginning of each PoP to provide 12 uniform monthly payments for each CLIN requirement. Monthly payment schedules will need to remain uniform to preclude significant payment delays and corrective actions.

Payment adjustments will need to be paid and accounted for -- to accommodate these adjustments the "Unscheduled Payment" CLINs will be used. If an additional amount is owed to the contractor, the additional amount will be paid via the use of an "unscheduled payment" CLIN in a lump sum payment. Unscheduled payment CLINs and sub-CLINs are added to the contract for the purpose of making unscheduled payments, such as reconciliation payments, EPA adjustment payments, and additional funding in support of other existing CLINs when necessary. Use of these CLINs will allow other existing CLIN payment schedules to remain unchanged.

Each sub-CLIN is available for a onetime payment, when necessary. The first unscheduled payment will use the AA sub-CLIN, and the next unscheduled payment would use the AB sub-CLIN, and other payment requirements would follow in this pattern. Each sub-CLIN will be funded subject to availability

of funds, and will be funded with the appropriate ACRN which supports the particular requirement needing payment. The sub-CLIN at time of payment will provide a description of the payment requirement.

For payment adjustments which require payment from the contractor to the Government, the PCO/CAO shall issue a bilateral contract modification containing a description of each CLIN, including ACRNs, to be reconciled. The modification shall clearly state the amount owed to the US Government by CLIN with a total roll up reconciliation amount.

No later than 60 days after reconciliation is reached among the parties through the process of a bilaterally signed contract modification, the contractor shall issue the Government what is owed by submitting a formal check to the following MOCAS DFAS office listed below. A copy of both sides of the check shall be sent electronically to the PCO/CAO. Please note that per 32.604(b)(4)(ii), debts not paid within 30 days of the demand (which the PCO must issue as soon as the existence and amount of the debt are known (32.604(a)(1))) will be subject to accrual of interest.

MOCAS:

MOCAS contracts are administered by DCMA and paid by DFAS Columbus either North, South or West entitlements (HQ0337, HQ0338, and HQ0339).

The following additional information is required for MOCAS Payment refunds.

- Delivery order number (if applicable)
- Include the shipment number and bill number
- Payment system from which overpayment was received (if known)
- Point of contact information (name, phone, etc.) at which we may contact you
- Any other useful information that may be helpful in identifying the correct account for the deposit of funds.

Send refunds to the following addresses depending on the type of mail service:

Regular Mail (HQ0337, HQ0338, and HQ0339)
Defense Finance and Accounting Service - Columbus Center
DFAS-JDCBB/CO
PO Box 182317
Columbus, OH 43218
Express and FedEx (HQ0337, HQ0338, and HQ0339)
Defense Finance and Accounting Service - Columbus Center
DFAS-JDCBB/CO (ATTN: MOCAS 1-800-756-4571 Option 1)
3990 E. Broad Street
Building 21
Columbus, OH 43213-1152

H03 PAYMENT ADJUSTMENTS FOR LESS THAN FULL PERFORMANCE

Contract prices are based on the Contractor meeting the SRT and Reliability requirements described in Section C03-11.0. If the Contractor does not meet these requirements, payment adjustments described in this section shall be applicable.

Payment adjustments for not meeting established SRT and Reliability requirements shall be determined, by the PCO, following each performance period. On an annual basis, within a target of 90 days after the end of each performance period, the PCO shall determine the appropriate payment adjustments.

If the Contractor fails to meet the SRT or Reliability requirements denoted in the associated tables below, the Contractor shall be assessed a payment adjustment disincentive. The price adjustment disincentive shall be applied to the final invoice of the last order of a performance period, to a follow-on order and/or as determined by the PCO.

Failure to meet established metrics may, alone or in combination with other relevant factors, form the basis for additional adverse action in addition to any prescribed remedies under this contract such as payment deductions, including termination for cause/default.

H03-1.0 SRT ADJUSTMENTS FOR LESS THAN FULL PERFORMANCE – DLRS AND CONSUMABLES

H03-1.1 SRT ADJUSTMENTS FOR FIRST PASS METRIC

Weapon System SRT Price Adjustment - 1st Pass			
SRT Achieved			Payment Adjustment
XX% ¹	to	>XX% – 5%	Decrement: 1.5% of annual amount
XX% – 5%	to	>XX% – 10%	Decrement: 2.25% of annual amount
XX% – 10%	to	>XX% – 15%	Decrement: 3% of annual amount
XX% – 15%	to	0% ²	Decrement: 4.25% of annual amount
¹ XX% denotes a platform's annual ordering period of performance SRT performance requirement.			
² XX% – 15% may be subject to Termination for Default (TFD).			
SRT adjustment will be taken against the annual funded CLIN amount per weapon system.			

H03-1.2 SRT ADJUSTMENTS FOR SECOND PASS METRIC

Weapon System SRT Price Adjustment - 2nd Pass			
SRT Achieved		Payment Adjustment	
XX% ¹	to	>XX% – 5%	Decrement: 0.75% of annual amount
XX% – 5%	to	>XX% – 10%	Decrement: 1.5% of annual amount
XX% – 10%	to	>XX% – 15%	Decrement: 1.75% of annual amount
XX% – 15%	to	0% ²	Decrement: 2.75% of annual amount
¹ XX% denotes a platform's annual ordering period of performance SRT performance requirement.			
² XX% – 15% may be subject to Termination for Default (TFD).			
SRT adjustment will be taken against the annual funded CLIN amount per weapon system.			

H03-2.0 RELIABILITY ADJUSTMENTS FOR LESS THAN FULL PERFORMANCE - DLRS

Failure to achieve the reliability metrics described in C03-11.3.2 and listed in Attachment J will result in a downward price adjustment of 1% of the annual price, per CLIN/bucket/platform.

Reliability Payment Adjustment:

Reliability Achieved	Payment Adjustment
Platform End Item Baseline (see Attachment J)	Decrement: 1% of annual amount*
<i>*Annual amount excludes payments associated with FMS, OS, and KTR requisition support. Payment adjustment shall be applied to CLIN/bucket/platform.</i>	

H04 BACKORDER AND NET ASSET POSITION (NAP) ADJUSTMENT CLAUSE

Reserved

H05 EQUITABLE ADJUSTMENT, PAYMENT, RECONCILIATION: WORK IN PROCESS (WIP) INVENTORY

Reserved

H06 RECONCILIATION - DLRS

H06-1.0 FLIGHT HOURS

- a. As required by the Government, for each CPFH CLIN, both parties shall reconcile the Total Estimated CPFH Price (based on the flying hours previously funded by the Government in the Schedule), with the actual authorized charges (based on the total actual flying hours flown, hereafter known as the “Total Actual CPFH Price”). For each CLIN, the difference between the Total Estimated CPFH Price and the Total Actual CPFH Price shall be hereafter known as the “Reconciliation Amount”, shall be reconciled by both parties.
- i. If the anticipated Reconciliation Amount indicates that funding is owed to the Government
 - 1) The PCO/CAO shall issue a bilateral contract modification containing a description of each CLIN, including ACRNs, to be reconciled. The modification shall clearly state the amount owed to the US Government by CLIN with a total roll up reconciliation amount.
 - 2) No later than 60 days after reconciliation is reached among the parties through the process of a bilaterally signed contract modification, the contractor shall issue the Government what is owed by submitting a formal check to the following MOCAS DFAS office listed below. A copy of both sides of the check shall be sent electronically to the PCO/CAO. Please note that per 32.604(b)(4)(ii), debts not paid within 30 days of the demand (which the PCO must issue as soon as the existence and amount of the debt are known (32.604(a)(1)) will be subject to accrual of interest.

MOCAS:

MOCAS contracts are administered by DCMA and paid by DFAS Columbus either North, South or West entitlements (HQ0337, HQ0338, and HQ0339).

The following additional information is required for MOCAS Payment refunds.

- Delivery order number (if applicable)
- Include the shipment number and bill number
- Payment system from which overpayment was received (if known)
- Point of contact information (name, phone, etc.) at which we may contact you
- Any other useful information that may be helpful in identifying the correct account for the deposit of funds

Send refunds to the following addresses depending on the type of mail service:

Regular Mail (HQ0337, HQ0338, and HQ0339)
Defense Finance and Accounting Service - Columbus Center
DFAS-JDCBB/CO
PO Box 182317
Columbus, OH 43218

Express and FedEx (HQ0337, HQ0338, and HQ0339)
Defense Finance and Accounting Service - Columbus Center
DFAS-JDCBB/CO (ATTN: MOCAS 1-800-756-4571 Option 1)
3990 E. Broad Street
Building 21
Columbus, OH 43213-1152

- ii. If the Reconciliation Amount is in favor of the Contractor, the Government shall issue a bilateral contract modification 45 days after initial reconciliation is reached between the parties. The purpose of the modification will be to adjust any CLIN and ACRN necessary to officially finalize the reconciliation. The modification will be used to provide the total amount of funding owed to the contractor IAW the reconciliation process.
- iii. The final Reconciliation shall take place no later than 90 days-- after each order's PoP.
 - 1) The Government and Contractor shall reconcile the actual billings previously paid by the Government with the actual authorized charges, as determined by the actual flight hours at the end of each contract year. The annual reconciliation will take place 90 days after each contract year. A final payment reconciliation modification will be provided within 45 days following the final reconciliation.

b. Calculations

- i. The "Total Estimated CPFH Price" for each CLIN shall be calculated using the formula below:
(Total Estimated Flying Hours) x (CPFH Rate) = Total Estimated CPFH Price
- ii. The "Total Actual CPFH Price" for each CLIN shall be calculated using the formula below:

$(\text{Total Actual Flying Hours}) \times (\text{CPFH Rate}) = \text{Total Actual CPH Price}$

Note: For any actual hours flown in excess of total funded flight hours, due to erroneous AF data, after reconciliation, the Air Force will calculate and pay the contractor the amount owed using applicable CPH rate.

- iii. The “Reconciliation Amount” for each CLIN shall be calculated using the formula below:

$(\text{Total Actual CPH Price}) - (\text{Total Estimated CPH Price}) = \text{Reconciliation Amount}$

- iv. NOTE: The Total Estimated CPH Price shall be calculated on an annual basis and provided under each order.

H06-2.0 FOREIGN MILITARY SALES (FMS), OS AND KTR

Reserved

H07 HIGH VOLATILITY MATERIAL ECONOMIC PRICE ADJUSTMENTS

Reserved

H08 ADDITION/DELETION OF ITEMS

Additions and deletions of items will be accomplished as addressed in Section C.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I01 CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions. (NOV 2013)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
52.203-6 ALT I	Restrictions on Subcontractor Sales to the Government. (OCT 1995)
52.203-7	Anti-Kickback Procedures. (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
52.203-14	Display of Hotline Poster(s). (OCT 2015)
252.203-7000	Requirements Relating to Compensation Of Former DoD Officials (SEP 2011)
252.203-7001	Prohibition on Persons Convicted Of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
252.203-7002	Requirement To Inform Employees Of Whistleblower Rights (SEP 2013)
252.203-7003	Agency Office of the Inspector General (DEC 2012)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2016)
52.204-13	System for Award Management Maintenance. (OCT 2016)
252.204-7002	Payment for Subline Items Not Separately Priced (DEC 1991)
252.204-7003	Control Of Government Personnel Work Product (APR 1992)
252.204-7006	Billing Instructions (OCT 2005)
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (JAN 2009)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)
252.205-7000	Provision Of Information to Cooperative Agreement Holders (DEC 1991)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.(OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism (OCT 2015)
52.210-1	Market Research. (APR 2011)
52.211-5	Material Requirements. (AUG 2000)
52.211-15	Defense Priority and Allocation Requirements. (APR 2008)
252.211-7007	Reporting of Government-Furnished Property (AUG 2012)
52.212-1	Instructions to Offerors—Commercial Items (JAN 2017)
52.212-4	Contract Terms and Conditions—Commercial Items(JAN 2017)

52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35 Submission of Offers in U.S. Currency (APR 1991)
52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2017)
52.215-1 ALT I Instructions to Offerors -- Competitive Acquisition (OCT 1997)
52.215-8 Order of Precedence—Uniform Contract Format. (OCT 1997)
52.215-9 Changes or Additions to Make-or-Buy Program (OCT 1997)

252.215-7008 Only One Offer (OCT 2013)
52.219-8 Utilization of Small Business Concerns. (NOV 2016)
52.219-9 Small Business Subcontracting Plan. (JAN 2017)
52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-O0009) (AUG 2016)
52.219-9 ALT II Small Business Subcontracting Plan. (NOV 2016)
52.219-16 Liquidated Damages—Subcontracting Plan. (JAN 1999)
52.219-28 Post-Award Small Business Program Representation. (JUL 2013)
252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (MAR 2016)
52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
52.222-3 Convict Labor. (JUN 2003)
52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2014)

52.222-19 Child Labor—Cooperation with Authorities and Remedies. (OCT 2016)
52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (MAY 2014)
52.222-21 Prohibition of Segregated Facilities. (APR 2015)
52.222-26 Equal Opportunity. (SEP 2016)
52.222-29 Notification of Visa Denial. (APR 2015)
52.222-35 Equal Opportunity for Veterans. (OCT 2015)
52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)
52.222-37 Employment Reports on Veterans. (FEB 2016)
52.222-40 Notification of Employee Rights under the National Labor Relations Act. (DEC 2010)

52.222-50 Combating Trafficking in Persons. (MAR 2015)
52.222-54 Employment Eligibility Verification (OCT 2015)
252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)
52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
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252.225-7004	Report Of Intended Performance Outside the United States And Canada -- Submission After Award (OCT 2015)
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252.225-7013	Duty-Free Entry (MAY 2016)
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52.253-1	Computer Generated Forms. (JAN 1991)

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52.209-3 First Article Approval -- Contractor Testing (SEP 1989)

[Contracting Officer shall insert details]

(a) The Contractor shall test 1 unit(s) of Assemblies and subcomponents as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to, marked "First Article Test Report: Contract No. _____, Lot/Item No. _____" Within 90 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

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

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

(End of Clause)

52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR part 101-29 (AUG 1998)

(a) 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 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) 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 (a) of this provision. Additional copies will be issued for a fee.

52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST;
or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

52.217-5 Evaluation Of Options (JULY 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)

52.217-9 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 sixty months [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least twelve months [*60 days unless a different number of days is inserted*] 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 one hundred and twenty months (months) (years).

(End of clause)

252.203-7004 Display of Fraud Hotline Poster(s) (OCT 2016)

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

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

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

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

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

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

(d) *Subcontracts.* The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

252.209-7010 Critical Safety Items. (AUG 2011)

(a) Definitions.

“Aviation critical safety item” means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause—

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

“Design control activity” means—

(i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

“Ship critical safety item” means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause—

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) *Identification of critical safety items.* One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

(Insert additional lines as necessary)

(c) *Heightened quality assurance surveillance.* Items designated in

paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(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 ____.

(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 ____.

(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 (fill in) ____, 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.

(End of clause)

252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall ☐

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror ☐

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

252.211-7006 Passive Radio Frequency Identification. (JUN 2016)

(a) *Definitions.* As used in this clause—

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The

EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I – Packaged operational rations.

(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI – Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to—

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

52.212-3 Offeror Representations and Certifications—Commercial Items (JAN 2017)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. 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--

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or

decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(v) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(vi) The Family and Medical Leave Act; and

(vii) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(4) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(5) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(6) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

(1) 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

(2) 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).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database

information, the offeror verifies by submission of this offer that the representation 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), as of the date of this offer 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see

definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this

solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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).

(End of Provision)

52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders - Commercial Items (Jan 2017)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 (Jun 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 2016) (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 (Jul 2013) (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]

___ (14) (i) 52.219-6, Notice of Total Small Business 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 (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (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 (Nov 2011) (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)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (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.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (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.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (43) (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 (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49) (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.

___ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 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).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (62) (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.

(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)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (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).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (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).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (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).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(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)

52.216-19 Order Limitations. (OCT 1995)

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

(b) Maximum order. The Contractor is not obligated to honor any order in excess of 12 months;

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

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

52.216-21 Requirements. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and

called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion of delivery orders issued in accordance with requirements stated in Section B hereof.

252.216-7006 Ordering (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from effective date of contract award through the last day of period of performance of the contract

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

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

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

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

(End of Clause)

**5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODSs) (OCT 2012)
(IAW AFFARS 5323.804-90) (Air Force)**

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[NOTE: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
- (3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that use one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):

[List each Class I ODS, its applications or use and the approved quantities for use throughout the length of the contract. If "None," so state.]

Item No	Class I ODS	Application or Use	Quantity (lbs) per contract period
SEE LINE ITEM SCHEDULE			

(a) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

252.246-7003 Notification of Potential Safety ISSUES (JUN 2013)

(a) Definitions. As used in this clause—

“Credible information” means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

“Critical safety item” means a part, subassembly, assembly, subsystem, installation equipment, or support equipment for a system that contains a characteristic, any failure, malfunction, or absence of which could have a safety impact.

“Safety impact” means the occurrence of death, permanent total disability, permanent partial disability, or injury or occupational illness requiring hospitalization; loss of a weapon system; or property damage exceeding \$1,000,000.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor under this contract.

(b) The Contractor shall provide notification, in accordance with paragraph (c) of this clause, of—

(1) All nonconformances for parts identified as critical safety items acquired by the Government under this contract; and

(2) All nonconformances or deficiencies that may result in a safety impact for systems, or subsystems, assemblies, subassemblies, or parts integral to a system, acquired by or serviced for the Government under this contract.

(c) The Contractor—

(1) Shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning nonconformances and deficiencies described in paragraph (b) of this clause; and

(2) Shall provide a written notification to the ACO and the PCO within 5 working days that includes—

- (i) A summary of the defect or nonconformance;
- (ii) A chronology of pertinent events;
- (iii) The identification of potentially affected items to the extent known at the time of notification;
- (iv) A point of contact to coordinate problem analysis and resolution; and
- (v) Any other relevant information.

(d) The Contractor—

(1) Is responsible for the notification of potential safety issues occurring with regard to an item furnished by any subcontractor; and

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the Contractor established elsewhere in this contract.

(f)(1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—

- (i) Parts identified as critical safety items;

(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or

(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts, including subcontracts for commercial items, described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

(i) The Contractor or higher-tier subcontractor; and

(ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.

(End of clause)

5352.223-9001 Health and Safety on Government Installations (OCT 2012) (IAW AFFARS 5323.9001) (Air Force)

(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 Standards (AFOSH) 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.

52.227-6 Royalty Information (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

252.227-7013 Rights in Technical Data--Noncommercial Items. (FEB 2014)

(a) *Definitions.* As used in this clause—

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform,

display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a

notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier

may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (FEB 2014)

(a) *Definitions.* As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#),

Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated

under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall

contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

- (i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) _____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

- (ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense,

correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

- (i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or
- (ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
- (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or

supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

5352.242-9000 Contractor Access to Air Force Installations (AUG 2007) (IAW AFFARS 5342.490-1) (Air Force)

(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 _____ (ADD TEXT) 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 _____ (ADD TEXT) 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.

252.251-7000 Ordering From Government Supply Sources (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete

the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Website: <http://acquisition.gov/far/index.html>

DFARS Website: <http://farsite.hill.af.mil/vfdfara.htm>

Air Force Website <http://farsite.hill.af.mil/vfaffara.htm>

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

FAR Website: <http://acquisition.gov/far/index.html>

DFARS Website: <http://farsite.hill.af.mil/vfdfara.htm>

Air Force Website <http://farsite.hill.af.mil/vfaffara.htm>

52.252-5 Authorized Deviations in Provisions. (APR 1984)

As prescribed in [52.107\(e\)](#), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert “(*Deviation*)” after the date of the provision.

52.252-6 Authorized Deviations in Clauses. (APR 1984)

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

(b) The use in this solicitation or contract of any [none] clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT A1 – EQUIPMENT TO BE SUPPORTED – DLRs
ATTACHMENT A2 – EQUIPMENT TO BE SUPPORTED – CONSUMABLES
ATTACHMENT B – ACRONYMS & DEFINITIONS
ATTACHMENT C – CONTRACTOR START-UP PLAN
ATTACHMENT D – REQUISITION PROCESS FLOW FOR DLRs
ATTACHMENT E – REQUISITION BAND VARIABLE ADJUSTMENT – CONSUMABLES
ATTACHMENT F – WORKING DAYS EXAMPLE
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ATTACHMENT H – PROJECTED PLATFORM OPERATIONAL HOURS – KC-46
ATTACHMENT I – DLA ENTERPRISE PERFORMANCE BASED SUPPORT CONTRACT INTERFACE CONTROL DOCUMENT (ICD) (in development)
ATTACHMENT J – RELIABILITY TABLE – DLRs
ATTACHMENT K – CONTRACTOR CONFIGURATION MANAGEMENT PLAN
ATTACHMENT L – CONTRACT DATA REQUIREMENTS LIST (CDRL) FORM 1423
 A003a – SRT PERFORMANCE REPORT – FIRST PASS METRIC – DLRs
 A003b – SRT PERFORMANCE REPORT – FIRST PASS METRIC – CONSUMABLES
 A004a – SRT PERFORMANCE REPORT – SECOND PASS METRIC – DLRs
 A004b – SRT PERFORMANCE REPORT – SECOND PASS METRIC – CONSUMABLES
 A005 – FAA dd1423-1 (Consumables)
 A006 – FAA dd1423-1 (DLRs)
 A008 – RELIABILITY PERFORMANCE REPORT – DLRs
ATTACHMENT M – DEPOT ACTIVATION SCHEDULE
ATTACHMENT N – DIDS
 DI-FNCL-80912 SPARE PARTS USAGE LIST
 DI-PSSS-81535A DEFICIENCY REPORT
 DI-MGMT-80004A MANAGEMENT PLAN
 DI-MGMT-81651 CONTRACT INVOICING AND PAYMENT REPORT
 DI-MGMT-81797 PROGRAM MANAGEMENT PLAN
 DI-ADMN-81249B CONFERENCE AGENDA
 DI-ADMN-81250B CONFERENCE MINUTES
 DI-ADMN-81373 PRESENTATION MATERIAL
 DI-MGMT-81466A CONTRACT PERFORMANCE REPORT (CPR)
 DI-SESS-80639D ECP
 DI-SESS-80643D SPECIFICATION CHANGE NOTICE (SCN)
 DI-DRPR-80651 ENGINEERING DRAWINGS
 DI-MISC-81832 COUNTERFEIT PREVENTION PLAN
 DI-QCIC-80125B GIDEP ALERT/SAFE-ALERT REPORT
 DI-MGMT-81899 DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES (DMSMS) IMPLEMENTATION PLAN
 DI-MGMT-81900 DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES (DMSMS) HEALTH ANALYSIS REPORT
 DI-MGMT-81453A DATA ACCESSION LIST
 DI-ILSS-80483 SPARE PARTS USAGE REPORT
 DI-ILSS-80739 DEPOT MAINTENANCE STUDY

DI-PSSS-81656B	BILL OF MATERIALS (BOM) FOR LOGISTICS AND SUPPLY
	CHAIN RISK MANAGEMENT
DI-MGMT-80368A	STATUS REPORT
DI-MISC-81920	LIST OF ALL DELIVERABLES
DI-PSSS-81872A	LEVEL OF REPAIR ANALYSIS (LORA) REPORT
DI-MGMT-81808	CONTRACTOR'S RISK MANAGEMENT PLAN
DI-SAFT-81563	

ATTACHMENT O1 – BACKORDERS AT TIME OF AWARD – DLRs (in development)

ATTACHMENT O2 – BACKORDERS AT TIME OF AWARD – CONSUMABLES (in development)

ATTACHMENT P – PROPERTY MANAGEMENT PLAN

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTOR

K01 CLAUSES INCORPORATED BY REFERENCE

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (OCT 2015)

252.203-7005 Representation Relating To Compensation of Former DoD Officials (NOV 2011)

K02 CLAUSES INCORPORATED BY FULL TEXT

52.204-8 Annual Representations and Certifications (JAN 2017)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is _____336413_____ *[insert NAICS code]*.

(2) The small business size standard is _____1000_____ *[insert size standard]*.

(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.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR Clause	Title	Date	Change

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 on SAM.

(End of Provision)

252.204-7007 Alternate A, Annual Representations and Certifications (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(ii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or

material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) [252.225-7049](#), Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies

to solicitations and contracts when contract performance will be in Italy.

(viii) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

___ (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.

___ (ii) [252.225-7000](#), Buy American—Balance of Payments

Program Certificate.

___ (iii) [252.225-7020](#), Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) [252.225-7031](#), Secondary Arab Boycott of Israel.

___ (v) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within 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), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (JUL 2013)

(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 database via <https://www.acquisition.gov> (see 52.204-7).

(Applicable to solicitations when the contract is expected to exceed \$500,000)

**252.209-7995 Representation by Corporations Regarding An Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law--Fiscal Year 2013
Appropriations (DEVIATION 2013-O0010) (APR 2013)**

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) 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 the 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.

(b) The Offeror represents that

(1) 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,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

252.209-7996 Representation by Corporations Regarding a Felony Conviction Under Any Federal Law--DoD Military Construction Appropriations (DEVIATION 2013-O0006) (JAN 2013)

(a) In accordance with section 101(a)(10) of the Continuing Appropriations Resolution, 2013, (Pub. L. 112-175) none of the funds made available by that Act for military construction may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

252.209-7997 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or A Felony Conviction under Any Federal Law -- DoD Appropriations (DEVIATION 2013-O0006) (JAN 2013)

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013, (Pub. L. 112-75) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that--

(1) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government. (2) 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 the 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.

(b) The Offeror represents that—

(1) 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,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

252.209-7999 Representation by Corporations Regarding An Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with section 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L.112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) 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 the 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.

(b) The Offeror represents that—

(1) 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,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.225-18 Place of Manufacture (SEP 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables; (5) FSC

9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 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.

(b) 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.**

252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)

COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALTY METALS COMPLIANCE
CERTIFICATE (JUL 2009)

(a) *Definitions.* “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS [252.225-7009](#)).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS [252.225-7009](#)). The offeror’s designation of an item as a “commercial derivative military article” will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor’s good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the

commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L01 INSTRUCTIONS, CONDITIONS AND NOTICES

If the offeror intends to use in the performance of the work required hereunder any special tooling, special test equipment, or government-owned facilities the offeror shall so advise in its response and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall include in its proposal, the written concurrence of its proposed use of the property from the contracting officer having cognizance of such property.

The Contractor is required to provide a Configuration Management Plan with submission of their proposal. The Government will approve the Configuration Management Plan prior to contract award, which will be incorporated into the awarded contract as Attachment K.

The Contractor is required to provide an Obsolescence/ Diminishing Manufacturing Source/Material Shortage (DMSMS) Management Plan with the submission of their proposal. The Government will approve the Obsolescence/DMSMS Management Plan prior to contract award, which will be incorporated into the awarded contract as Attachment G.

Contractor shall provide a detailed Property Management Plan (Attachment P) which describes how all property will be received, maintained, tracked and if required—scrapped or disposed of. This plan must be reviewed and approved prior to contract award. No changes to the property management plan can be made without written approval from the PCO.

The Contractor shall prepare, or update existing, Counterfeit Prevention Plan (CPP) for submittal and Government approval. The Plan shall meet the requirements of SAE AS5553 for electronic items and SAE AS6174 for non-electronic items. The Contractor shall procure parts from original manufacturers or the original manufacturers' franchised distributors, except as allowed by the CPP.

The Contractor shall provide its Internet based performance tracking solution with its Transition Plan, included with the proposal.

The Contractor shall submit its CSI Management plan with its proposal.

The Contractor is required to submit all information with its proposal, as required by this solicitation, including as found in Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, FAR 52.215-20. The basic clause, ALT II and ALT III apply for FAR PART 15 Equipment and the basic clause, ALT IV for FAR PART 12 Equipment.

Submit a detailed transition plan(s) for items not currently under PBL with its proposal for each Service's approval prior to award.

Attachment XX provides a list of further proposal instructions to be completed by the prospective offeror.

The contractor shall meet, at a minimum, the following Small Business goals:

Small Business: 50%

Small Disadvantaged Business: 5%

Women Owned Small Business: 5%

HUBZone Small Business: 3%

Veteran-Owned Small Business: 3%

Service Disabled Veteran Owned Small Business: 3%

L02 CLAUSES INCORPORATED BY REFERENCE

52.204-7 System For Award Management (OCT 2016)
252.204-7000 Disclosure of Information (OCT 2016)
252.204-7004 Alternate A, System for Award Management (FEB 2014)
52.211-14 Notice of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use (APR 2008)
52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
252.225-7003 Report Of Intended Performance Outside The United States And Canada -- Submission With Offer (OCT 2015)

L03 CLAUSES INCORPORATED BY FULL TEXT

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

252.217-7026 Identification of Sources Of Supply (NOV 1995)

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg?
			Company	Address	Part No	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data. (2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source. (5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

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 (See page 1 Issuing Office).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 ADMINISTRATIVE INSTRUCTIONS

L.1.1 Proposal Submission Dates: Each Offeror shall submit one (1) electronic proposal for all Volumes I – V including attachments, plus separately, one (1) paper version of Volume III, Cost/Price. All such proposals shall address the Government requirements outlined in the Request for Proposal (RFP). Offerors shall submit the proposals, with a cover letter in accordance with the date and time referenced in block 9 of the SF 33. The Offeror bears responsibility for submitting its offer by the specified date/time.

All offerors must allow their proposals to be valid for at least 180 days.

L.1.2 Submission of Proposals. Electronic submissions of proposal:

Upload all proposal files using the following naming convention:

VendorName_Vol_#_RFP_.

Paper submission of proposal shall be mailed to:

L.1.2.1 Period for Acceptance of Offers. The Offeror agrees to hold firm the prices in its offer for 180 calendar days from the date specified for receipt of offers. The Offeror shall make a clear statement in SF 33, Section A on page one (1), block 12 of the RFP that the proposal is valid for 180 calendar days. This documentation shall be submitted in Volume V.

L.1.2.2 Late Submission. Late proposal submissions will be handled IAW FAR 52.2151(c)(3).

L.1.2.3 Official Transmissions

L.1.2.3.1 Amendments will be issued via FedBizOpps.

L.1.2.3.2 Point of Contact. Procuring Contracting Officer (PCO) and Contract Specialist (CS) are the SOLE points of contact for this procurement. Submit, in writing, any questions or concerns you may have to the PCO and CS. All requests for clarification must be sent, in writing, to both:

PCO :

CS:

L.1.2.3.3 Questions/Comments. Any questions and/or comments submitted regarding this solicitation shall be submitted in writing and shall refer to specific text of the solicitation in the following format:

E-mail Subject: Solicitation No. : _____

MS Excel (compatible with MS Excel 2013) file attachment naming convention:
VendorName_Q_RFP_____.

Format the file with all Questions/Comments and Rationale with Vendor Name and these column headings at the top of each page:

Vendor Company Name:						
Vendor POC Name, E-mail, Phone #						
RFP Section	Vol #	Attch #	Page #	Para #	Question/Comment	Rationale

L.1.2.3.4 Questions/Comments and Answers. The PCO and CS will field written questions to ensure that all Offeror inquiries have been addressed in advance of the proposal suspense date/time. It is preferred that only one set of questions be submitted by each Offeror instead of submitting multiple sets of questions. All questions concerning the RFP should be submitted to the PCO and CS no later than 4:00 P.M. Central Time, 14 calendar days from the initial release of the RFP (posting date to FBO).

L.1.2.4

L.1.2.5 Notification of use of non-Government advisors: Offerors are advised that some contractors may participate as non-Government advisors in the evaluation of proposals.

Offerors must submit any required documentation IAW RFP Section ____.

L.2 PROPOSAL STRUCTURE INSTRUCTIONS

L.2.1 This section of the information to Offerors provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. To be considered for award, the Offeror's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated.

L.2.2 The Government reserves the right to reject any proposal that does not comply with proposal preparation instructions.

L.2.3 The proposal shall be clear, concise and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government requirements, but shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will, with the exception of past performance, base its evaluation on the information presented in the Offeror's proposal.

L.3 PROPOSAL FORMAT

L.3.1 Proposal Organization

The Offeror shall prepare the proposal as set forth below.

	Format as provided. Comment field limited to 500 characters (spaces included), 15 page limit.
Volume I, Technical/Risk:	Filename: VendorName_Vol_1_RFP_ Page limit by section.
Overall Page Limit for Entire Technical/Risk Volume	Overall 100 pages, divided as noted by Subfactor 1 & 2
Cover, Table of Contents and Glossary/Acronym List	No page limit. Not included in 100 page count.
Subfactor 1 Technical Capabilities:	Limit of 50 pages.
Subfactor 2 Management Capabilities:	Limit of 50 pages.

Volume I, Attachments:	
1) Integrated Master Schedule	Filename: VendorName_IMS_RFP_

2) Staff Levels and Skill Matrix Schedule	Return with Filename: VendorName_ Format as Provided. No page limit.
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	Filename: VendorName_Vol_II_ Page limit by section.
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Volume II, Past Performance:	
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Cover and Front Matter to include Offeror's Company Name, CAGE Code, and DUNs, Table of Contents and Glossary/Acronym List:	Not included in page limit.
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Summary of the Offeror's role and (if any) list of the Subcontractor(s) Corp Names, CAGE code(s) and DUNs.	Limit 2 pages.
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Letters of Consent:	Limit: 1 page for each subcontractor, teaming partner, and/or joint venture (JV) partner.
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Contract Reference Description(s):	Relevancy of each reference to the RFP limited to 500 words or less.
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Adverse Contract Performance:	No page limitation.
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Past Performance Questionnaire(s):	Return with Filename: VendorName_
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	Format as provided. No page limit. Copies of the completed Sections IIA and IIB only.
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	<p>Filename(s):</p> <p>VendorName_Vol_III_RFP_ No page limit.</p>
Volume III, Cost/Price:	
Cover, Table of Contents and Glossary/Acronym List:	No page limit. NOTE: Cost/Price must be submitted as electronically AND in hard copy.
Attachment XX and XX Pricing Matrix:	<p>Return with Filename:</p> <p>Format as provided. No limit to supporting Excel files.</p>
Volume IV, Small Business Participation:	<p>Filename(s):</p> <p>VendorName_Vol_IV_RFP_W52P1J-16R-0058.pdf</p> <p>10 Page Limit.</p>
Cover, Table of Contents and Glossary/Acronym List:	Not included in page limit.
Small Business Participation Proposal:	10 page limit
Attachment 0017 Small Business Participation Matrix:	<p>Return with Filename:</p> <p>VendorName_ Format as provided. No page limit</p>
Small Business Certification:	Not included in page limit.

Volume V, Contract Documentation:	Filename(s): VendorName_Vol_V_ Page limit by section.
Cover, Table of Contents and Glossary/Acronym List:	Not included in page limit.
Company information specific to the resultant contract:	No page limit.
RFP Compliance Cross Reference Matrix:	Return with Filename: VendorName_Compliance_ Vendor format, No page limit. Not evaluated.

L.3.2 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read and will not be considered in the evaluation of the proposal. Page limitations may also be established for responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the Offerors.

L.3.3 Page Size and Format

L.3.3.1 Page

A page is defined as each face of an 8.5 x 11 inches sheet of paper containing information.

Each volume shall be clearly identified and the text shall begin at the top of each page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and RFP number in the header and/or footer. A Table of Contents shall be created using the Table of Contents feature in Microsoft Word. The cover page and table of contents are excluded from the page limitations.

Microsoft Word (.doc or .docx file extensions) files shall use the following page set-up parameters:

Margins (Top, Bottom, Left, Right) = 1.0 inch

Gutter = 0 inches

From Edge Header, Footer = 0.5 inches

Page Size, Width = 8.5 inches

Page Size, Height = 11 inches

Paragraphs = Separated by at least one blank line

Microsoft Excel (.xls or .xlsx file extensions) files shall use the following page set-up parameters:

Margins (Top, Bottom, Left, Right) = 1.0 inch
Gutter = 0 inches
From Edge Header, Footer = 0.5 inches Page Size,
Width (Maximum) = 11 inches
Page Size, Height (Maximum) = 14 inches

When both sides of a sheet display printed material, it shall be counted as two pages. Pages shall be single spaced. Except for the reproduced sections of the RFP document, the font type shall be Arial and text size shall be no less than 12 point. Tracking, kerning and leading values shall not be changed from the default values of the word processing or page layout software. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to ENs. For electronic submissions, page limitations shall be calculated as though the document were printed as a hard copy proposal.

L.3.3.2 Tables, Charts, Graphs, and Figures. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches in size. Foldout pages shall fold entirely within the volume, and count as two (2) pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than 10 point font size. For electronic submissions, page limitations shall be calculated as though the document were printed as a hard copy proposal.

L.3.3.3 Each volume shall contain a Glossary/Acronym List of all abbreviations/acronyms used and a definition for each within that volume. Glossaries of abbreviations and acronyms do not count against the page limitations for their respective volumes.

L.3.3.4 Each volume shall be written on a stand-alone basis so that its contents may be evaluated with no 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. Within a proposal volume, cross- referencing is permitted where its use would conserve space without impairing clarity.

L.3.3.5 Cost or pricing information of any kind shall NOT be included in any volume except Volume III, Cost/Price Proposal.

L.3.4 Number of Copies and Format. The Proposal shall be submitted in electronic (searchable) format to the Point of Contact identified in Section L.1.2. Self-extracting .exe files, hyperlinks, and ZIP files are not acceptable. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Office or searchable Adobe Acrobat (.pdf). Use separate files to permit rapid location of all portions, including factors, exhibits, annexes, and Attachments, if any.

L.4 INSTRUCTIONS FOR PREPARATION OF PROPOSAL CONTENT

Offerors shall submit a full proposal, all volumes and attachments, by the date and time specified.

L.4.1 Volume I: Factor 1 - Technical/Risk

This Volume shall describe the Offeror's proposed technical and management solution and approach for meeting the performance and capability requirements specified in the RFP. Responses will be evaluated as defined in Section M, Evaluation Factors for Award. Do not merely reiterate the objectives or reformulate the requirements specified in the RFP. This Volume shall not include price information, classified information, or "For Official Use Only" information.

Volume I shall contain the following information:

Factor 1 – Technical/Risk introductory overview shall state any assumptions associated with the proposed Technical/Risk Factor.

L.4.2.1 Subfactor 1 - Technical Capabilities

L.4.2.1.1 Technical

The Offeror shall provide:

- a. Describe how the proposal complies with the requirements in each section of the statement of work.
- b. L.4.2.1.2- Technical Approach: The Offeror shall provide a description of the proposed technical approach as follows:
 - a. Describe the technical approach to achieving the objectives stated in the PMS. Specifically, describe the technical capability to meet the Business Outcomes, including Metrics. Describe the rationale for the proposed technical approach including associated risks and benefits.
 - b. Describe the approach(s) to, rationale for and the composition of labor mix by CLIN.
- c. Provide an IMS that demonstrates the offeror's ability to meet the performance requirements.
- d. Provide a comprehensive start-up plan that demonstrates the ability to complete all required preparation to be able to proceed to full performance.

L.4.2.2 Subfactor 2 - Management Capabilities

L.4.2.2.1 Program Management

The Offeror shall provide a summary of its approach for Program Management. This summary shall describe the Program Management approach to control Cost, Schedule, Personnel, Communications, Risk, Quality, Configuration, Documentation, Audit Readiness, Training, Deployment, Organizational Change as well as Operations and Support.

L.4.2.2.3 Personnel Qualifications and Personnel Management

The Offeror shall provide a summary of its approach for Personnel Qualifications and Personnel Management. This summary shall:

- a. Describe the approaches for recruiting, managing, and retaining a qualified and capable workforce that possesses the necessary experience, education, certifications, clearances and skills to support the entire scope described in the SOW are proven, mature, complete and feasible as related to the RFP requirements.
- b. Describe the approach to replace departed personnel with equally qualified personnel that meets the process and timeframes specified in the SOW.
- c. Describe the governance procedures to include roles, responsibilities, accountability and clear lines of communication between the Contractor team and the Government for timely problem identification, mitigation and resolution.

L.4.3 Volume II: Factor 3 - Past Performance

Each Offeror shall submit a past performance Volume II with its proposal containing past performance information in accordance with the format prescribed below. Past Performance introductory overview shall state any assumptions associated with the proposed Past Performance Factor.

L.4.3.1 Format: The Past Performance volume shall be organized according to the following format:

L.4.3.1.1 Cover Page: Offeror's Company Name, CAGE Code, and DUNS

L.4.3.1.2 Table - The Offeror shall provide a table listing each proposed subcontractor's Company Name to include its applicable CAGE Code and DUNS it intends to use in the performance of the RFP based on L.4.3.1.2.1. Proposed Subcontractor Criteria below.

L.4.3.1.2.1 Proposed Subcontractor Criteria – subcontractors or teaming partners that are proposed to perform at least twenty percent (20%) or more of the work effort based on the total proposed contract value, or any subcontractor or teaming partner the Offeror considers critical to overall successful performance of the Request for Proposal (RFP).

L.4.3.1.2.2 Joint Ventures – each member of a joint venture (JV) must submit its own past performance information.

L.4.3.1.3 Letters of Consent: Copies of signed and dated Letters of Consent from an authorized agent for each subcontractor, teaming partner or JV that authorizes the Government to discuss the subcontractor's, teaming partner's or each member of the JV's past performance evaluation results with the Offeror during negotiations.

L.4.3.1.4 Contract References: The Offeror may submit no more than three (3) recent and relevant contract and/or project references for itself. In addition to the Offeror's references, no more than two (2) recent and relevant contracts and/or project references may be submitted for each proposed subcontractor, teaming partner or JV partner. Offerors are required to explain what aspects of the past performance are relevant to the RFP in 500 words or less for each submitted reference.

L.4.3.1.4.1 Recent contract performance is defined as prime contracts, task orders, delivery orders, or first tier subcontracts where the services or deliverables were performed, or are still being performed, anytime within three (3) years of the issuance of this RFP. The Government also reserves the right to consider any past performance after the RFP closing date and prior to award.

L.4.3.1.4.2 Relevant performance means work efforts that are currently or have been performed that are the same or similar in scope, magnitude (dollar value), and complexity of the RFP.

L.4.3.1.5 Adverse Contract Performance

The Offeror shall identify every relevant contract it was awarded that experienced any performance problems related to deliverables or services; and every recent government contract that was terminated for cause or default within the past three (3) years of issuance of the RFP. The number of contract(s) submitted in response to L.4.3.1.5 is unlimited. For any contract falling under this description provide the following information:

- a. Government Contract Number, place of performance, CAGE Code and DUNS Number. If the work was performed as a 1st tier subcontractor, also provide the name of the prime contractor and point of contact (POC) within the prime contractor organization (name, and current address, email address, and telephone numbers).
- b. Government contracting activity Contracting Officer's name, e-mail address, telephone numbers.
- c. Government technical representative/COR, and current e-mail address, telephone numbers.
- d. Contract number and, in the case of indefinite delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Task/Delivery Order Numbers as well.
- e. Period of performance of the contract or task/delivery order.
- f. Provide a copy of any cure notices or show cause letters received,
- g. Identify reason for any termination,
- h. State any corrective actions taken,
- i. Describe the extent to which the corrective action has been successful, identifying points of contact who can confirm the success of the corrective measures.

L.4.3.1.5.1 If there are no contracts meeting the descriptions above, the Offeror must so state that in Volume II Part D of its proposal. Failure to include this information may be cause for rejection of an Offeror's proposal as incomplete.

L.4.3.1.6 Past Performance Questionnaire (PPQ)

The Offeror shall submit a PPQ (Past Performance Questionnaire Attachment 0018) for each of the past performance references included in the proposal. Offerors are also required to complete Section IIA. General Information and Section IIB. Contract Identification of the PPQ and include the only the completed Sections IIA and IIB in Volume II of the RFP.

L.4.3.1.6.1 Offerors supplying such information shall send the questionnaire to the point of contact (POC) requesting the remaining portions of the PPQ to be completed by the POC.

L.4.3.1.6.2 The Offeror shall request the PPQ Respondent return the completed questionnaire directly to the Government email address cited on the questionnaire on or before the due date of the solicitation closure date. All questionnaires completed by the POC shall be sent from the POCs email address directly to the Government email address; not to the Offeror for forwarding to the Government. The POC Respondent shall submit the completed PPQ to:

Procuring Contracting Officer
Mail to

AND

Contract Specialist
Mail to:

Past Performance Questionnaires submitted for an Offerors significant teaming partners and/or subcontractors shall clearly indicate the name of the Prime Offeror on the questionnaire.

Submission of Past Performance Questionnaires should be made no later than the proposal due date specified in the RFP.

L.4.4 Volume III: Factor 4 - Cost/Price

L.4.4.3 The detailed cost proposal shall include ALL proposed costs to include the Prime, Subcontractors, and any other cost the Offeror would utilize to accomplish the CLIN broken out by phase and/or build. This information shall be submitted electronically in Excel format with working formulas and a paper copy - prepared in accordance with Federal Acquisition Regulation (FAR) 15.403-5(b). An Offeror may use its own format for the cost proposal as long as it contains all the elements and detail as delineated in FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data are required.

Supporting documentation shall be included within both the electronic and paper copy of the cost proposal. The supporting documentation is required for the Government to perform the mandatory cost realism analysis. The support documentation shall be labeled, legible, and identifiable. The submitted Cost Proposal MUST contain all information required by FAR Table 15-2. The following are examples of supporting documentation that shall be included with the submission of the cost proposal and is NOT all inclusive.

L.4.4.10 Subcontractors

Submission must include the methodology, supported by documentation, used by the Offeror to determine the Subcontractor's proposal fair and reasonable, as well as the contract type between the Prime and Subcontractor.

L.4.4.11 Failure in the submission of all required supporting documentation for the Offeror and/or its proposed Subcontractors may render the Offeror's proposal noncompliant. The proposal may not be further evaluated and may not be considered for award.

L.4.4.12 All Prime and Subcontractor proposals for this solicitation shall be stated in U.S. dollars and in English.

L.4.4.13 Submission of both hard copies and electronic copies of the proposal Cost/Price Volume is required.

In the event of a discrepancy in pricing between the electronic and paper copies of the proposal, the prices contained in the electronic copy shall prevail.

The electronic cost proposals shall be submitted in Microsoft Office compatible formats, i.e., Excel (compatible with MS Office 2013). The electronic version of the cost proposal shall contain working formulas/algorithms and shall be in the same format as the hard copy of the cost proposal.

The cost proposal response is presumed to represent the Offeror's best effort to respond to the solicitation. Any significant inconsistency between promised performance and cost should be explained in the pricing narrative. For example, if the use of new and innovative techniques has an impact on cost, that impact on cost should be explained by the Offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposal, that decision should be stated and quantified in the pricing narrative. Any significant inconsistency, if not explained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

L.4.5 Volume IV: Factor 4 - Small Business Participation

L.4.5.1 Small Business Participation introductory overview shall state any assumptions associated with the proposed Small Business Participation Factor.

L.4.5.2 Small Business Participation Proposal

L.4.5.2.1 The Offeror shall demonstrate small business participation by detailing its proposed approach to meet the requirements under this factor by addressing the following two areas in its Small Business Participation proposal:

- a. Proposed Small Business Participation
- b. Commitment to Small Business

Definitions:

Participant - as used in this factor, includes the Offeror as well as any Subcontractor.

Participation - as used in this factor, includes the work (dollars) performed by the Offeror, as well as the work (dollars) performed by Subcontractors.

Recent - is defined anytime within three (3) years of the issuance of this RFP. Requirement - as used in the adjectival ratings for this factor, is defined as a small business participation plan.

L.4.5.3 Proposed Small Business Participation

L.4.5.3.1 The Offeror's proposal shall include a completed Small Business Participation.

The Offeror shall populate every column on the Attachment 0017 for each participant.

The Small Business Participation shall identify:

- a. Full Company Name for each participant.
- b. CAGE Code each for each participant.
- c. Each Socio-Economic Category the participant qualifies for (Small Business (SB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), WomenOwned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business).
- d. Total Dollars allocated to the participant for the total period of performance of five (5) year base ordering period with a five (5) year option ordering period. The Offeror shall include proposed participation dollars for itself in the small business participation field, if a SB, or in other than small business participation field, if other than small.
- e. The total dollars proposed for each category (SB, SDB, WOSB, HUBZone, VOSB, SDVOSB, and Other than Small Businesses).
- f. The total contract value (total dollars proposed to Small Businesses + total dollars proposed to Other than Small Businesses). The total participation dollars shall equal the total evaluated price or Subtotal Contract Value proposed in Attachment XX - Price Matrix.
- g. The percentage of participation (goal) for each socio-economic category.

Note: Small Business participation shall include total dollars allocated for the business in each category for which the business qualifies. For example, if the Offeror allocates \$100 to a HUBZone-certified SDVOSB, the Offeror would include \$100 in the SB category, \$100 in the HUBZone category, \$100 in the SDVOSB category, and \$100 in the VOSB category.

L.4.5.3.2 The Offeror shall provide the written certification of size and socio-economic status for each small business subcontractor proposed for this procurement. The Offeror may, but is not required to, provide a copy of the System for Award Management (SAM) certifications for clause 52.219-1, Small Business Program Representations in lieu of written certifications. However, for HUBZone certified subcontractors, the Offeror shall provide evidence of HUBZone certification using one of the methods in FAR clause 52.219- 8(d)(2). The written certifications shall match the size and socio-economic status identified in the Small Business Participation (Attachment 0017) for each subcontractor.

L.4.5.4 Commitment to Small Business

L.4.5.4.1 The Offeror's proposal shall also provide evidence supporting the Offeror's commitment to small business. This information shall address:

- a. The Offeror shall provide information on its historical small business participation.
- b. Compliance with all terms and conditions of FAR 52.219-8, Utilization of Small Business Concerns (when required on recent contracts). This shall include procedures established to ensure timely payments to small business subcontractors, and evidence of timely payments to subcontractors. The Offeror shall include a listing of invoices showing the date the invoice was submitted, payment terms, and the date the invoice was paid. This clause is normally in most Federal contracts, and is also applicable to

small businesses. If not required in any recent and relevant contracts, the Offeror shall so state.

- c. Compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting plan (when required on recent contracts), including actual small business utilization compared to small business participation goals identified in the approved subcontracting plan for each recent contract that included a subcontracting plan. Offerors shall identify the date of the last Individual Subcontracting Report (ISR). Offerors shall address achievement on each individual goal stated within the subcontracting plan including an explanation demonstrating good faith effort if the goal was not achieved. If not required in any recent contracts, the Offeror shall so state.
- d. The Offeror may submit additional documentation that demonstrates a commitment to small business. The documentation may include bilateral teaming arrangements, an explanation of internal controls/documentation/systems, or any other documentation that demonstrates a commitment to small business. The Offeror's submission must explain how the documentation demonstrates a commitment to small business. Lack of documentation may be viewed as the Offeror not having a strong commitment to the Government's small business program.

L.4.6 Volume V: Contract Documentation

L.4.6.1 Transmittal Letter and RFP/Contract Form (SF33)

L.4.6.2 Contract Information. Offerors shall complete all "fill-in" data.

L.4.6.3 Organizational Conflict of Interest (OCI) Plan. The Offeror shall provide an OCI plan that identifies any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. The OCI plan shall provide any and all methods to avoid, neutralize or mitigate present and future conflicts of interest.

L.4.6.4 Authorized Offeror Personnel. Provide the name, title, and telephone number of the company/division point of contact for the proposal and who can obligate the Offeror contractually. Also, identify those individuals authorized to negotiate with the Government.

L.4.6.5 Company /Division Address, Identifying Codes, and Applicable Designations: Provide company/division's street address, county and facility code; CAGE code; DUNS code; Tax Identification Number (TIN); size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other locations. List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

L.4.6.6 Prime contractors shall include signed Teaming Agreements/Partnership Agreements for ALL named teaming partners.

L.4.6.6 If the Offeror is a Joint Venture (JV), a copy of the agreement between parties shall be included in Volume V.

L.4.6.11 The Offeror shall include in its proposal incentives that pertain to cost, schedule, and/or performance in accordance with FAR 16.4, Incentive Contracts.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL

M.1.1 Competition

The Government is conducting this Full and Open competition in accordance with (IAW) Federal Acquisition Regulation (FAR) 15.101 – Best Value Continuum.

The award will be made to the Offeror whose proposal is determined to offer the best value to the Government, with appropriate consideration given to the four (4) non-price evaluation Factors and price/cost: Technical/Risk, Management Plan, Past Performance, Cost/Price, and Small Business Participation.

M.2 FACTORS TO BE EVALUATED

M.2.1 The following evaluation Factors will be used to evaluate each proposal for the award:

- Factor 1 Technical/Risk
- Factor 2 Management Plan
- Factor 3 Past Performance
- Factor 4 Price /cost
- Factor 5 Small Business Participation

M.2.2 Relative Order of Importance

Factor 1 Technical/Risk is more important than Factor 2 Management Plan.

Factor 3 Past Performance is more important than Factor 4 Cost/Price.

Factor 4 Cost/Price is more important than Factor 5 Small Business Participation. Evaluation Factors 1, 2, 3 and 5 when combined, are significantly more important than Factor 4 Cost/Price.

M.2.3 Consideration for Award

To receive consideration for award, an Adjectival Rating of at least “Acceptable” must be achieved for the non-price Technical Factor.

Offerors are cautioned that an award might not be made to the proposal with the highest technical rating or to the lowest Cost/Price Offeror. Furthermore, if the non-Cost/Price Factors are evaluated as comparatively equal between two or more Offerors, then Cost/Price Factor may become the determining Factor for award.

The additional source selection decision will be made in the same matter.

M.3 EVALUATION APPROACH

M.3.1 Evaluation Scope

All proposals shall be subject to evaluation by the Government Source Selection Team.

Proposal content will be evaluated to determine the degree and extent to which the requirements set forth in the RFP are satisfied. Assumptions will not be made by Government

evaluators regarding areas not defined in an Offeror's submitted proposal with the exception of the Past Performance Factor where data extrinsic to an Offeror's proposal may be evaluated.

M.3.1.1 Compliance

Each proposal will be evaluated to determine if it is compliant with and responsive to the terms and conditions of the RFP. These terms include the definitions in SOW. Any deviations or non-compliances discovered in the compliance review may result in the proposal being rejected. Any proposal information submitted that is not in accordance with instructions provided in Section L will not be evaluated.

M.3.2 Factor 1 – Technical

All assumptions will be reviewed for compliance with the requirements, feasibility and risk.

The factor includes an assessment of Volume I Technical/Risk. The proposal should address each requirement in the SOW. Risk will be assessed as an inherent part of the Technical Factor to form the basis of the Factor rating. The Government will assess the offeror's Technical proposal for feasibility and risk to determine if the proposed approach is feasible and will meet the requirements of the SOW.

M.3.2.1.2 Technical Approach

1. Describe how the proposal complies with the requirements in each section of the statement of work.
2. Technical Approach: The Offeror shall provide a description of the proposed technical approach as follows:
 - a. Describe the technical approach to achieving the objectives stated in the PMS. Specifically, describe the technical capability to meet the Business Outcomes, including Metrics. Describe the rationale for the proposed technical approach including associated risks and benefits.
 - b. Describe the approach(s) to, rationale for and the composition of labor mix by CLIN.
 - c. Provide an IMS that demonstrates the offeror's ability to meet the performance requirements.
 - d. Provide a comprehensive start-up plan that demonstrates the ability to complete all required preparation to be able to proceed to full performance.

M.3.2.2 Sub Factor 2 - Management Capabilities

1. Program Management

The Offeror shall provide a summary of its approach for Program Management. This summary shall describe the Program Management approach to control Cost, Schedule, Personnel, Communications, Risk, Quality, Configuration, Documentation, Audit Readiness, Training, Deployment, Organizational Change as well as Operations and Support. The submissions of the Offeror's approach to Program Management will be evaluated to the

extent to which the Program Management, including the management of Cost, Schedule, Personnel, Communications, Risk, Quality, Documentation, Audit Readiness and Organizational Change are proven, mature, complete, and feasible as related to RFP requirements.

2. Personnel Qualifications and Personnel Management

The Offeror shall provide a summary of its approach for Personnel Qualifications and Personnel Management. This summary shall:

- a. Describe the approaches for recruiting, managing, and retaining a qualified and capable workforce that possesses the necessary experience, education, certifications, clearances and skills to support the entire scope described in the SOW are proven, mature, complete and feasible as related to the RFP requirements.
- b. Describe the approach to replace departed personnel with equally qualified personnel that meets the process and timeframes specified in the SOW.
- c. Describe the governance procedures to include roles, responsibilities, accountability and clear lines of communication between the Contractor team and the Government for timely problem identification, mitigation and resolution.

M.3.2.3 Technical/Risk Ratings

The Government will use a combined Technical/Risk Rating in accordance with DoD Source Selection Procedures. Each Technical/Risk Subfactor will receive an Adjectival Rating which will then be combined into one singular overall Factor rating:

Combined Technical/Risk Ratings	
Adjectival Rating	Definition
Outstanding (Blue)	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good (Purple)	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable (Green)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal (Yellow)	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful contract performance is high.
Combined Technical/Risk Ratings	
Adjectival Rating	Definition
Unacceptable (Red)	Proposal does not meet requirements, contains one or more deficiencies, and is unawardable.

M.3.3 Factor 3 Past Performance

Each Offeror shall submit a past performance Volume II with its proposal containing past performance information in accordance with the format prescribed below. Past Performance introductory overview shall state any assumptions associated with the proposed Past Performance Factor.

Performance Relevancy Determination	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this RFP requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this RFP requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this RFP requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this RFP requires.

M.3.3.5 The Offeror's Past Performance will be rated using the following ratings for Confidence:

Performance Confidence Ratings	
Rating	Definition
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.
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 successfully perform the required effort.
Unknown Confidence (Neutral)	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.

M.3.3.6 The Offeror and its proposed subcontractors, team partners and JVs, if any, will be assessed individually, and the results will then be assessed in totality to determine the Offeror's Performance Confidence Rating based on demonstrated recent and relevant performance.

M.3.4 Factor 3 – Cost/Price

The detailed cost proposal shall include ALL proposed costs to include the Prime, Subcontractors, and any other cost the Offeror would utilize to accomplish the CLIN broken out by phase and/or build. This information shall be submitted electronically in Excel

format with working formulas and a paper copy - prepared in accordance with Federal Acquisition Regulation (FAR) 15.403-5(b). An Offeror may use its own format for the cost proposal as long as it contains all the elements and detail as delineated in FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data are required.

Supporting documentation shall be included within both the electronic and paper copy of the cost proposal. The supporting documentation is required for the Government to perform the mandatory cost realism analysis. The support documentation shall be labeled, legible, and identifiable. The submitted Cost Proposal MUST contain all information required by FAR Table 15-2. The following are examples of supporting documentation that shall be included with the submission of the cost proposal and is NOT all inclusive.

M.3.4.1 Subcontractors

Submission must include the methodology, supported by documentation, used by the Offeror to determine the Subcontractor's proposal fair and reasonable, as well as the contract type between the Prime and Subcontractor.

M.3.4.2 Failure in the submission of all required supporting documentation for the Offeror and/or its proposed Subcontractors may render the Offeror's proposal noncompliant. The proposal may not be further evaluated and may not be considered for award. All Prime and Subcontractor proposals for this solicitation shall be stated in U.S. dollars and in English.

M.3.4.3 Submission of both hard copies and electronic copies of the proposal Cost/Price Volume is required.

In the event of a discrepancy in pricing between the electronic and paper copies of the proposal, the prices contained in the electronic copy shall prevail.

The electronic cost proposals shall be submitted in Microsoft Office compatible formats, i.e., Excel (compatible with MS Office 2013). The electronic version of the cost proposal shall contain working formulas/algorithms and shall be in the same format as the hard copy of the cost proposal.

The cost proposal response is presumed to represent the Offeror's best effort to respond to the solicitation. Any significant inconsistency between promised performance and cost should be explained in the pricing narrative. For example, if the use of new and innovative techniques has an impact on cost, that impact on cost should be explained by the Offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposal, that decision should be stated and quantified in the pricing narrative. Any significant inconsistency, if not explained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

M.3.5 Factor 4 – Small Business Participation

M.3.5.1 Small Business Participation

All assumptions will be reviewed for compliance with the requirements, feasibility and risk.

Small Business Participation is evaluated in order to support the Government policy that Small Businesses be provided maximum practicable opportunities in Government acquisitions. The Government will evaluate the degree to which the Offeror's Small Business Participation plan demonstrates the Offeror's commitment to maximizing opportunities for small businesses. The Government will consider both the degree to which an Offeror meets or exceeds any single socio-economic category, as well as the number of socio-economic categories an Offeror meets or exceeds. The government will consider two areas:

- a. Proposed Small Business Participation
- b. Commitment to Small Business

Definitions:

Participant, as used in this factor, includes the Offeror as well as any subcontractor.

Participation, as used in this factor, includes the work (dollars) performed by the Offeror, as well as the work (dollars) performed by subcontractors.

Requirement, as used in the adjectival ratings for this factor, is defined as a small business participation plan.

M.3.5.2 Proposed small business participation

The following objectives have been established for this procurement, based on total contract value:

SB goal: 23%
SDB goal: 5%
WOSB goal: 5%
HUBZone goal: 3%
VOSB goal: 3%
SDVOSB goal: 3%

- a. The Offeror's proposed percentage of participation (goals) identified in the Contract Participation Matrix will be evaluated against the Government's objective for each category. The Government will verify the size and socioeconomic status for each small business subcontractor identified in the Contract Participation Matrix matches the subcontractors' written certification. For HUBZone-certified subcontractors identified in the Contract Participation Matrix, the Government will verify the Offerors evidence of HUBZone certification IAW FAR clause 52.219-8(d)(2).
- b. If the socio-economic status claimed in the matrix is not supported by the written certifications, the proposed percentages associated to the subcontractor for any unsupported category will be adjusted to zero. The government will not upwardly adjust the proposed percentages if the Offeror fails to claim credit for all categories. However, failing to claim credit for all categories may be viewed as not maximizing opportunities for small businesses.

M.3.5.3 Commitment to Small Business

- a. The Government will evaluate the extent to which the Offeror commits to using small businesses in this procurement. An Offeror who proposes little to no participation for multiple socio-economic categories may be viewed by the Government as having a lack of commitment to small businesses.
- b. The Offeror's historical small business performance will be evaluated on the probability of compliance with the requirement based on its recent performance record in the area of small business utilization, with specific consideration given to the following:
 - i. Compliance with all terms and conditions of FAR 52.219-8, Utilization of Small Business Concerns (when required on recent contracts). This shall include timely payments to Small Business subcontractors.
 - ii. Compliance with all terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan (when required on the recent contracts), including actual small business utilization compared to small business subcontracting goals identified in the approved subcontracting plan for each recent contract that included a subcontracting plan. Offeror compliance with reporting requirements including Individual Subcontracting Reports (ISR)/Summary Subcontracting Reports (SSR). Offeror achievement on each individual goal stated within the subcontracting plan, to include a good faith effort if the goal was not achieved. If the offeror has no historical information, the proposal will be evaluated without regard to this paragraph.
- c. Additional documentation and explanations submitted in response to L.4.5 will be considered as part of the Offeror's commitment to small business.

M.3.5.4 The Government will develop one overall Small Business Participation rating for each Offeror based on the evaluation criteria described above and assign an adjectival Small Business Participation Rating from the table below.

Small Business Participation Ratings	
Rating	Definition
Outstanding (Blue)	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good (Purple)	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable (Green)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

Marginal (Yellow)	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which
Small Business Participation Ratings	
Rating	Definition
	are not offset by strengths. Risk of unsuccessful contract performance is high.
Unacceptable (Red)	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

M.4 DEFINITIONS

Adverse Past Performance - Past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as "PPIRS" or "FAPPIS."

Finding - A "finding" is a "term of art" used in the Acquisition Source Selection Interactive Support Tool (ASSIST). A finding is the identification and documentation by the Government evaluation team of a specific individual aspect (positive or negative) of a proposal. It is accomplished by assessing the aspect (positive or negative) of a proposal against the Government's requirements using the evaluation criteria as the measuring tools. The ASSIST provides capability for eleven different types of findings which are defined below.

Cost/Price Concern - A flaw, issue with, or lack of information in the cost/price proposal.

Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Minor or Clerical Error (–): A minor non-cost/price factor informality or irregularity that is merely a matter of form and not of substance or a clerical error apparent on its face in the proposal.

Past Performance Relevancy Concern - An aspect of the proposal that raises a question about the relevancy of the Offeror's past performance information.

Significant Strength – An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance for capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

Significant Weakness – A flaw that appreciably increases the risk of unsuccessful contract performance.

Strength - An aspect of an Offerors' proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Terms and Conditions - An issue related to any of the solicitation provisions.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Uncertainty - Any aspect of a non-Cost/Price Factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

M.5 Volume V – Contract Documentation

The content of this Volume will be reviewed to determine if it is compliant with and responsive to the terms and conditions of the RFP. Any deviations or non-compliances discovered in the compliance review may result in the proposal being rejected. The content of this Volume will not be included in the best value decision. The Government may incorporate selected information from the successful offeror's proposal into the awarded contract.

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