

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <div style="text-align: center;">J</div>		Page 1	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>FA8134-19-R-5000</b>	
7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>Matthew Tonay</b>		b. TELEPHONE NUMBER (No collect calls) <b>(405 ) 739 -4148 ext.</b>		6. SOLICITATION ISSUE DATE <b>19 APR 2019</b>	
9. ISSUED BY <b>DEPARTMENT OF THE AIR FORCE, AFLCMC/WWK</b> <b>3001 STAFF DR</b> <b>TINKER AFB OK 73145-3303</b> <b>BUYER: Matthew Tonay/AFLCMC/WWK</b> <b>matthew.tonay.1@us.af.mil</b> <b>Phone: (405) 739- 4148 No Collect Calls</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: <b>100 %</b> FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) NAICS CODE: <b>488190</b> SIZE STANDARD <b>\$32.5</b>	
11. DELIVERY FOR FOB DEST. UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING <b>DO: A1 52.211-14, 52.211-15</b>	
15. DELIVER TO <div style="text-align: center;"><b>SEE LINE ITEM SCHEDULE</b></div>				16. ADMINISTERED BY <div style="text-align: center;"><b>SCD:C</b></div>			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>(SEE ESP CLAUSE 252.232-7003.)</b>			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <b>SEE ELECTRONIC SUBMISSION OF PAYMENT REQUESTS, CLAUSE 252.232-7003.</b>			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>Routine</b> <b>THIS IS A TOTAL SMALL BUSINESS SET-ASIDE.</b> <b>Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for <u>365</u> days.</b>  <b>SEE LINE ITEM SCHEDULE</b> (Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. AWARD AMOUNT (For Gov't use only)	
<b>SEE FUNDS SCHEDULE</b>						<b>\$</b>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>1</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REF. OFFER DATED -- . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
						--	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE LINE ITEM SCHEDULE</b> (Attach Additional Sheets as Necessary)				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

☐ PARTIAL
 ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

☐ COMPLETE
 ☐ PARTIAL
 ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

## SUPPLIES OR SERVICES AND PRICES/COSTS

### C-21 Contractor Logistics Support

1. Technical Data Notice: Equipment and technical data generated or delivered under this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Chapter 1, Subchapter M, Parts 120-130. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see CFR Chapter 1, Section 125). This solicitation contains the following clauses: DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government, and DFARS 252.225-7048, Export-Controlled Items. A current, valid, completed DD form 2345 will be required for release of technical information related to this solicitation and resulting contract. Information on the DD form 2345 can be obtained from the website -

<https://public.logisticsinformationservice.dla.mil/PublicHome/jcp/default.aspx>. Provide your current, valid, completed DD2345 form to Matthew Tonay, PCO, via email at: matthew.tonay.1@us.af.mil.

2. Provisions and Clauses Fill-Ins: Offerors are reminded to review FAR 52.212-3(b)(1)/(2) and complete the applicable paragraphs based up the instructions of FAR 52.212-3(b)(1)/(2), if necessary. Offerors are also reminded to fill in provisions and clauses as required.

3. Line Item Structure\*: Sub-Contract Line Item Numbers (SubCLIN) may be established under CLINs to accommodate various locations, specific work, accounting classification reference number, other accounting and appropriation data, etc.

The Phase-in CLINs will start with a 0, but will not be exercised in any of the option years. All references to "X" in the CLIN represent sequential numbering of the year as follows:

0 = Base

1 = Option I

2 = Option II

3 = Option III

4 = Option IV

5 = Option V

6 = Option VI

7 = Option VII

8 = Option VIII

9 = Option IX

\*Prices are NOT to be provided in Schedule B. CLIN structure is presented for descriptive purposes only. Include prices for all CLINs on CLIN Pricing Matrix, Attachment 2.

4. Quality Assurance: The Quality Assurance for all the CLINs is "Higher Level Contract Quality Requirements." See section 1.31 of the PWS.

5. The Ozone Depleting Substance (ODS): The use of Class I ODS is considered necessary. The contractor is authorized to use a suitable substitute for any Class I ODS which may be required by the specification of the contract with approval of the Contracting Officer. When it is known that a substitute is for a Class I ODS will be used in performance of this contract, the contractor shall identify the substitute to the Contracting Officer for approval before use. The following is a list of approved Class I ODS for this contract:

Type of ODS with quantity in pounds

-134 Freon – 52.44

Halon 1211 – 133

Halon 1301 – 190

6. Insurance and Indemnification : FAR Clause 52.228-5 refers to the minimum amounts of insurance required in the schedule. In accordance with FAR 28.306(b)(1), the minimum amounts of insurance required for work on a Government Installation is the coverage specified in FAR 28.307. Contractors indemnification obligations under this contract shall not be limited in amount, or in scope, to coverage provided by insurance that is required by the contractor under the terms hereof.

7. Ordering Period Dates\*

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022  
Option II - 1 Jan 2023 to 31 Dec 2023  
Option III - 1 Jan 2024 to 31 Dec 2024  
Option IV - 1 Jan 2025 to 31 Dec 2025  
Option V - 1 Jan 2026 to 31 Dec 2026  
Option VI - 1 Jan 2027 to 31 Dec 2027  
Option VII - 1 Jan 2028 to 31 Dec 2028  
Option VIII - 1 Jan 2029 to 31 Dec 2029  
Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

8. Maximum/Minimum: This acquisition is for an Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract IAW FAR 16.504. The total scope of work for which orders may be issued is set forth in the attached Performance Work Statement (PWS). All requirements will be acquired by issuance of Task Orders (TO). The maximum dollar amount the Government may order under this contract is \$385M; the minimum amount is the cost of the awardees four month Phase-In, SubCLIN 0001AA.

9. Proposed Technical Volume: The contractor's proposed technical volume of Technical Subfactor 4 of addendums to FAR 52.212-1 and 52.212-2 shall be attached to the resulting contract. While future deployments in Southeast Asia may not match the exact scenario for Technical Subfactor 4, paragraph f, Deployment scenario response plan, the contractor will be held to the overall proposed approach.

10. Payment Instructions (DFAS): Line Item Specific: Single Funding

The payment office shall make payment using the ACRN funding of the line item being billed. Funding will be reference on individual orders.

11. Technical Orders: Offerors shall use the C-21 Avionics Upgrade Program (AUP) Supplemental Technical Orders where applicable as follows:

1C-21A-2-1-1  
1C-21A-2-2-1  
1C-21A-2-3-1  
1C-21A-2-110-1  
1C-21A-4-1-1  
1C-21A-6-1  
1C-21A-34-1

These documents are referenced in Appendix D of the Performance Work Statement.

12. Changes in Aircraft Fleet, Quantity, Location, and/or work: The Government reserves the right to make changes in fleet quantity, location, and work. The Contractor shall perform such changed work of changes in fleet quantity, location, and/or work under line items that are pre-priced. If a change occurs that was not pre-priced, an appropriate increase or decrease of the contract price shall be negotiated and evidenced by a supplemental agreement.

13. Overtime: No overtime will be paid. All CLINS are firm fixed price and the proposed price shall cover all costs necessary to perform and/or deliver per the terms and conditions of the contract. It is an offeror and subsequent contractor decision on how to manage its workforce on whether or not it would have employees work overtime to meet terms and conditions for the contract performance/delivery requirements for each CLIN.

14. Bidder's Library: Bidder's library data that shows aircraft maintenance data, aircraft hours and cycles, and engine hours and cycles, etc. is estimated and for the offerors information only. The data is not static and may change depending on overall mission requirements that may cause an increase or decrease of each aircraft's and/or engine's hours of usage.

15. C-21 Avionics Upgrade Program Parts Warranty Information: For the C-21 Avionics Upgrade Program parts that may be under warranty, Global Aviation Technologies, CAGE Code: 4GJU0, holds the warranty with the Original Equipment Manufacturers (OEM). It is the discretion of the OEMs and their warranty terms on whether or not the warranty would

transfer from Global Aviation Technologies to the C-21 Contractor Logistics Support (CLS) contractor. For OEM parts that do not transfer, the C-21 CLS contractor would need to contact Global Aviation Technologies for warranty support.

PHASE-IN AND INCENTIVE

Item No.

X001

Firm Fixed Price

PHASE-IN AND INCENTIVE

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Phase-In Incentive Instructions for SubCLINs X001AB and X001AC

The contractor has an opportunity to earn a performance incentive during the phase-in transition period from 1 Sep 2020 to 31 Dec 2020 and the initial three months of full performance from 1 Jan 2021 to 31 Mar 2021 (Note: The dates may change dependent on the acquisition timeline and may be revised prior to contract award). The total dollar amount of the performance incentive is \$250,000 and is the 100% performance incentive pool. SubCLIN X001AB covers the incentive of items ready for full performance (40% of pool) and SubCLIN X001AC covers the remaining incentives (60% of pool). Reference SubCLINs X001AB and X001AC instructions for the respective incentive criteria. The performance incentive pool consists of the following:

Criteria	Percent of Pool	Dollar value
Items Ready for Full Performance	40%	\$100,000
Mission Capable Rate	20%	\$50,000
Non-Mission Capable Supply Rate	20%	\$50,000
Home Station Departure Rate	20%	\$50,000

Total	100%	\$250,000
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If the final calculation of the performance incentive is below the maximum possible incentive of \$100,000 for Sub CLIN X001AB and \$150,000 for SubCLIN X001AC , a bilateral modification will be required to finalize the performance incentive after performance for invoice and payment. If there are funds remaining because the maximum possible incentive was not achieved, the remaining funds may be either de-obligated or realigned as determined by the Contracting Officer.

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

#### PHASE-IN TRANSITION PERIOD

Item No.  
X001AA

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
4	MO		

#### PHASE-IN TRANSITION PERIOD

The Contractor shall perform all transition phase-in tasks on a non-interference basis to in accordance with PWS paragraphs 1.32, 1.32.1, 1.32.1.1, 1.32.1.2, 3.4.1, 1.31, and 1.31.1 in preparation for full contract performance. This includes cost for travel and transportation. The Contractor shall bill the fixed unit price monthly.

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

PHASE-IN INCENTIVE

Item No.  
X001AB

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
1	EA		

Limitations of Liability: Other Than High Value Item

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

X001AB - Items Ready for Full Performance Prior to Full Performance - 40% (\$100,000)

To earn 40% (\$100,000) of the overall incentive pool, the contractor shall show that it met its milestones as proposed and evaluated under Attachment 6 Addendum to FAR 52.212-2, Technical Subfactor 4, Paragraph 2.2.4(d) and met the days from phase-in start for each milestone as filled in below:

Milestone	Calendar Days from Start of Phase-In*
Contractor Owned Parts Supply stood up and ready for full performance	
Support Equipment ready for full performance	
Trained and cleared personnel ready for full performance	
Southwest Asia Deployment ready for full performance	
Maintenance Management System ready for full performance	

\*The Offeror shall fill-in the milestone dates.

PHASE-IN INCENTIVE

Item No.  
X001AC

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
1	EA		

Limitations of Liability: Other Than High Value Item

Inspection: Origin  
 Acceptance: Origin  
 Inspection/Acceptance Report: Invoice 2-in-1  
 Quality Assurance: Higher Level Contract Quality Requirements  
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

X001AC - Mission Capable Rate - 20% (\$50,000)

The contractor shall have the ability to earn up to 100% of the Mission Capable Rate Pool, which is 20% of the overall incentive pool. The incentive shall be calculated\* based upon the average Mission Capable Rate at all locations for the third month of full performance as outlined in the table below:

Mission Capable Rate	% Earned of Pool	Dollar Value
Greater than 85%	100%	\$50,000
Greater than 80% to less than or equal to 85%	75%	\$37,500

X001AC - Non-Mission Capable Supply Rate - 20% (\$50,000)

The contractor shall have the ability to earn up to 100% of the Non-Mission Capable Supply Rate, which is 20% of the overall incentive pool. The incentive shall be calculated\* based upon the average Non-Mission Capable Supply Rate at all locations for the third month of full performance as outlined in the table below:

Non Mission Capable Supply Rate	% Earned of Pool	Dollar Value
Less than 2.5%	100%	\$50,000
Less to 3% to greater than or equal to 2.5%	75%	\$37,500

X001AC - Home Station Departure Rate - 20% (\$50,000)

The contractor shall have the ability to earn up to 100% of the Home Station Departure Rate, which is 20% of the overall incentive pool. The incentive shall be calculated\* based upon the average Home



Station Departure Rate at all locations for the third month of full performance as outlined in the table below:

Home Station Departure Rate	% Earned of Pool	Dollar Value
Greater than 96%	100%	\$50,000
Greater than 95% to less than or equal to 96%	75%	\$37,500

\*The calculations for each rate is defined within Attachment 1, Performance Work Statement, reported via CDRL A001 and verified by the Contractor Officer Representative.

#### BASE OPERATIONS

Item No.  
X002

Firm Fixed Price

Quantity      U/I      Unit Price  
MO

Total Price

#### BASE OPERATIONS

The Contractor shall provide all Labor, Tools, and Support Equipment, Travel and Transportation and any other costs to accomplish the PWS requirements IAW PWS paragraphs 1.2 through 1.31, 1.32, 1.32.2, 1.32.2.1, 1.33.7, 1.33.8, 1.6.2, Section 2, and 3.1 - 3.6 and all other tasked contained in the PWS not priced elsewhere. The Contractor shall also provide maintenance, repair and replacement of common/peculiar support equipment and material handling equipment IAW PWS paragraph 1.33.13. Labor for PWS paragraphs 1.33.7 and 1.33.8 are for when MOB personnel respond under PWS paragraph 1.33.7 and 1.33.8. The Contractor shall bill the fixed unit price amount monthly. Acts of Nature, Bird Strikes, Government caused damage/loss (except wear and tear), and Government directed items will be negotiated separately as an Over and Above. The Government reserves the right to order the SubCLIN to X002 dependent upon the number of aircraft assigned to Scott AFB, IL, Joint Base Andrews, MD, and Ramstein AB, GE.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

#### Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

BASE OPERATIONS - SCOTT AFB (16-19 ACFT)

Item No.

X002AA

Firm Fixed Price

Quantity

U/I

Unit Price

Total Price

MO

BASE OPERATIONS - SCOTT AFB (16-19 ACFT)

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title

Number

Date

Tailoring

ISO

9001-2008

2008

AS9100

9100

BASE OPERATIONS - SCOTT AFB (13-15 ACFT)

Item No.

X002AB

Firm Fixed Price

Quantity

U/I

Unit Price

Total Price

MO

BASE OPERATIONS - SCOTT AFB (13-15 ACFT)

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title

Number

Date

Tailoring

ISO

9001-2008

2008

AS9100

9100

BASE OPERATIONS SCOTT AFB - (10-12 ACFT)

Item No.  
X002AC

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - SCOTT AFB (10-12 ACFT)

Inspection: Origin  
 Acceptance: Origin  
 Inspection/Acceptance Report: Invoice 2-in-1  
 Quality Assurance: Higher Level Contract Quality Requirements  
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

BASE OPERATIONS - SCOTT AFB (7-9 ACFT)

Item No.  
X002AD

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - SCOTT AFB (7-9 ACFT)

Inspection: Origin  
 Acceptance: Origin  
 Inspection/Acceptance Report: Invoice 2-in-1  
 Quality Assurance: Higher Level Contract Quality Requirements  
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

BASE OPERATIONS - SCOTT AFB (4-6 ACFT)

Item No.  
X002AE

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - SCOTT AFB (4-6 ACFT)

Inspection: Origin  
 Acceptance: Origin  
 Inspection/Acceptance Report: Invoice 2-in-1

BASE OPERATIONS - SCOTT AFB (4-6 ACFT)

Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

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BASE OPERATIONS - SCOTT AFB (1-3 ACFT)

Item No.  
X002AF

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - SCOTT AFB (1-3 ACFT)

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

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BASE OPERATIONS - RAMSTEIN AB (7-9 ACFT)

Item No.  
X002BA

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - RAMSTEIN AB (7-9 ACFT)

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

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BASE OPERATIONS - RAMSTEIN AB (4-6 ACFT)

Item No.  
X002BB

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - RAMSTEIN AB (4-6 ACFT)

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

BASE OPERATIONS - RAMSTEIN AB (1-3 ACFT)

Item No.  
X002BC

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - RAMSTEIN AB (1-3 ACFT)

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

BASE OPERATIONS - JOINT BASE ANDREWS (4-6 ACFT)

Item No.  
X002CA

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - JOINT BASE ANDREWS (4-6 ACFT)

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1

BASE OPERATIONS - JOINT BASE ANDREWS (4-6 ACFT)

Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

BASE OPERATIONS - JOINT BASE ANDREWS (1-3 ACFT)

Item No.  
X002CB

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	MO		

BASE OPERATIONS - JOINT BASE ANDREWS (1-3ACFT)

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

FLYING HOURS

Item No.  
X003

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	HR		

FLYING HOURS

The contractor shall provide all components, parts, materials, bench stock and consumables required to support the C-21 fleet to include travel, transportation, repair, maintenance, overhaul, replacement and replenishment of aircraft components, parts and consumables. This CLIN also includes all material, parts, components, and consumables required away from an MOB (contract field team support) under PWS paragraphs 1.33.7 and 1.33.8. Services under this CLIN shall be performed IAW PWS Table 1-1, and Paragraphs 1.6, 1.9, 1.12, 1.16, 1.17, 1.19, and 1.22.3. Acts of God, Bird Strikes, Government caused damage/loss (except wear and tear) and Government directed items will be negotiated separately as an Over and Above. The Contractor shall bill the Government monthly.

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Class I ODS Substance	Application/Use	Quantity
-134 Freon	Cooling, Refrigeration, and Aircraft Fire Suppression	52.44
Halon 1211	Cooling, Refrigeration, and Aircraft Fire Suppression	133
Halon 1301	Cooling, Refrigeration, and Aircraft Fire Suppression	190

## FRACTIONAL FLYING HOURS

Flying hours that are calculated to a fraction shall be rounded to a whole number for invoicing purposes. When invoicing, fractional hours that are 0.49 and lower shall be rounded down and fractional hours that are 0.5 and higher shall be rounded up. For the last month to be invoiced within the period of performance as specified in the task order, the actual flying hours shall be offset by the invoiced flying hours. Any whole number offset equal or greater than 1 or equal to or less than -1 shall be added or subtracted to the final month of the period performance's flying hours. Any offset less than 1 and greater than -1 shall be zero. The contractor shall annotate the actual flying hours in the notes section of each invoice to maintain a record and notify the ACO/PCO each month.

Example of -1 offset:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Actual Aug	Total		Invoiced Aug
Actual Flying Hours	400.1	500.7	450.2	475.2	425.7	430.7	440.6	500.8	3624		501
Invoiced Flying Hours	400	501	450	475	426	431	441	501	3625	Offset	-1
Offset	0.1	-0.3	0.2	0.2	-0.3	-0.3	-0.4	-0.2	-1	Final Aug Invoice	500

Example of +1 offset:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Actual Aug	Total		Invoiced Aug
Actual Flying Hours	400.4	500.9	450.3	475.4	425.9	430.9	440.4	500.8	3625		501
Invoiced Flying Hours	400	501	450	475	426	431	440	501	3624	Offset	1
Offset	0.4	-0.1	0.3	0.4	-0.1	-0.1	0.4	-0.2	1	Final Aug Invoice	502

Example of 0 offset:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Actual Aug	Total		Invoiced Aug
Actual Flying Hours	400.4	500.6	450.1	475.2	425.8	430.9	440.4	500.8	3624.2		501
Invoiced Flying Hours	400	501	450	475	426	431	440	501	3624	Offset	0
Offset	0.4	-0.4	0.1	0.2	-0.2	-0.1	0.4	-0.2	0.2	Final Aug Invoice	501

## Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027  
Option VII - 1 Jan 2028 to 31 Dec 2028  
Option VIII - 1 Jan 2029 to 31 Dec 2029  
Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

DATA

Item No.  
X004

Not Separately Priced  
Quantity      U/I    Unit Price  
NSP

EXHIBIT A

CDRL #	Title of Data Item Description	Subtitle
A001	Status Report	Aircraft Status Report
A002	Status Report	Engine Depot Maintenance Report
A003	Status Report	Scheduled Depot Level Maintenance Forecast
A004	Status Report	Engine Inventory Status Report
A005	Spare Parts Usage Report	
A006	Status Report	Diminishing Manufacturing Sources, Material Shortages (DMSMS) & Parts Obsolescence Report
A007	Maintenance Data Collection Record	
A008	Status Report	Corrosion Report
A009	Status Report	Deployment Plan, Mobility Roster and Mission Support Kits Report
A010	Accident/Incident Report	
A011	Management Plan	Phase-In Transition Plan
A012	Management Plan	Phase-Out Transition Plan
A013	Technical Report	Study/Services Recovery Plan
A014	Status Report	Kit Status Report
A015	Status Report	Contractor Progress, Status Management Report
A016	Contract Funds Status Report	
A017	Status Report	Government Obligations Report
A018	Status Report	Service Difficulty Reports (Operational)
		Mechanical Interruption Summary



		Report
		REDs outstanding and/or REDs submitted during the applicable reporting period
		Squawk Sheets outstanding and/or Squawk Sheets submitted during the applicable reporting period.
A019	Physical Inventories Report	Chief Financial Officer (CFO) Report
A020	Inventory/Utilization Data Report	Phase in/Phase out/ Annual Inventory

#### DATA

Contractor shall provide data in accordance with PWS paragraph 1.34 and Exhibit A.

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Exhibit: A

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

#### Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

#### AIRCRAFT PHASE 16 INSPECTION

Item No.

X005

Firm Fixed Price

AIRCRAFT PHASE 16 INSPECTION

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	EA		

AIRCRAFT PHASE 16 INSPECTION

The contractor shall provide the Aircraft Phase 16 Inspection in accordance with PWS Paragraphs 1.19 and 1.33.1. The contractor shall inspect/repair/overhaul on-or-about the designated hours to ensure parts and components will reach the next scheduled inspection and/or overhaul, as appropriate. CLIN price includes all labor, materials, travel, transportation, and any other costs required for the inspection as well as disassembly, documentation, and reassembly. Foreign Object Damage (FOD) and damage due to other than normal wear and tear will be negotiated as an Over and Above. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

AIRCRAFT PHASE 14 INSPECTION

Item No.  
X006

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	EA		

AIRCRAFT PHASE 14 INSPECTION

AIRCRAFT PHASE 14 INSPECTION

The contractor shall provide the Aircraft Phase 14 Inspection in accordance with PWS Paragraphs 1.19 and 1.33.1. The contractor shall inspect/repair/overhaul on-or-about the designated hours to ensure parts and components will reach the next scheduled inspection and/or overhaul, as appropriate. CLIN price includes all labor, materials, travel and transportation and any other costs required for the inspection as well as disassembly, documentation, and reassembly. Foreign Object Damage (FOD) and damage due to other than normal wear and tear will be negotiated as an Over and Above. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin  
Acceptance: Origin  
Inspection/Acceptance Report: Invoice 2-in-1  
Quality Assurance: Higher Level Contract Quality Requirements  
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

ENGINE MAJOR PERIODIC INSPECTION (MPI)

Item No.

X007

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
	EA	

Total Price

ENGINE MAJOR PERIODIC INSPECTION (MPI)

The contractor shall provide the Engine Major Periodic Inspection (MPI) in accordance with PWS Paragraphs 1.5.5, 1.19, and 1.33.1. The contractor shall inspect/overhaul on-or-about the designated hours to ensure parts and components will reach the next scheduled inspection and/or overhaul, as appropriate. CLIN price includes all labor, materials, travel and transportation and any other costs required for the inspection as well as disassembly, documentation, and reassembly. Foreign Object Damage (FOD) and damage due to other than normal wear and tear will be negotiated as an Over and Above. The Contractor shall bill the Government after the successful completion of each effort.

ENGINE MAJOR PERIODIC INSPECTION (MPI)

Inspection: Origin  
 Acceptance: Origin  
 Inspection/Acceptance Report: Invoice 2-in-1  
 Quality Assurance: Higher Level Contract Quality Requirements  
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

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Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

ENGINE CORE ZONE INSPECTION (CZI) AND ENGINE MAJOR PERIODIC INSPECTION (MPI)

Item No.  
X008

Quantity	U/I EA	Unit Price	Total Price
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Engine CZI and MPI

The contractor shall provide the Engine Core Zone Inspection (CZI) and Engine Major Periodic Inspection (MPI) in accordance with PWS Paragraphs 1.5.5, 1.19, and 1.33.1. The Contractor shall inspect/overhaul on-or-about the designated hours to ensure parts and components will reach the next scheduled inspection and/or overhaul, as appropriate. CLIN price includes all labor, materials, travel, transportation and any other costs required for the inspection as well as disassembly, documentation, and reassembly. Foreign Object Damage (FOD) and damage due to other than normal wear and tear will be negotiated as an Over and Above. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin  
 Acceptance: Origin  
 Inspection/Acceptance Report: Invoice 2-in-1  
 Quality Assurance: Higher Level Contract Quality Requirements  
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

ENGINE CORE ZONE INSPECTION (CZI) AND ENGINE MAJOR PERIODIC INSPECTION (MPI)

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

AIRCRAFT STRIP AND REPAINT

Item No.

X009

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
	EA	

Total Price

AIRCRAFT STRIP AND REPAINT

The contractor shall Strip and Repaint Aircraft in accordance with PWS Paragraphs 1.19, 1.33.1, 1.33.2, and 1.33.3. CLIN price includes all labor, material, travel, transportation and any other costs required and weight and balance of the aircraft. Foreign Object damage (FOD) and damage due to other than normal wear and tear will be negotiated as an Over and Above. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027  
Option VII - 1 Jan 2028 to 31 Dec 2028  
Option VIII - 1 Jan 2029 to 31 Dec 2029  
Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

## 20,000 HOUR FLIGHT CONTROL REPLACEMENT

Item No.  
X010

Firm Fixed Price

Quantity      U/I      Unit Price  
EA

Total Price

### 20,000 HOUR FLIGHT CONTROL REPLACEMENT

The contractor shall provide the 20,000 Hour Flight Control replacement in accordance with PWS Paragraphs 1.19 and 1.33.1. The contractor shall accomplish the replacement on-or-about the designated hours to ensure parts and component will reach the next scheduled replacement as appropriate. CLIN price includes all labor, materials, travel, transportation, and any other costs required for the replacement of lifecycle critical items as well as inspection, disassembly, documentation, and reassembly. Foreign Object Damage (FOD) and damage due to other than normal wear and tear will be negotiated as an Over and Above. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

### Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

## MAIN LANDING GEAR REPLACEMENT

Item No.  
X011

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
	EA	

Total Price

### MAIN LANDING GEAR REPLACEMENT

The contractor shall provide the Main Landing Gear Replacement in accordance with PWS Paragraphs 1.5.5, 1.19 and 1.33.1. The contractor shall accomplish the replacement on-or-about the designated hours to ensure parts and component will reach the next scheduled maintenance event as appropriate. CLIN price includes all labor, materials, travel, transportation, and any other costs required for the replacement of lifecycle critical items for one Main Landing Gear (right or left), as well as inspection, disassembly, documentation, and reassembly. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

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## NOSE LANDING GEAR REPLACEMENT

Item No.  
X012

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
	EA	

Amount

### NOSE LANDING GEAR REPLACEMENT

## NOSE LANDING GEAR REPLACEMENT

The contractor shall provide the Nose Landing Gear Replacement in accordance with PWS Paragraphs 1.5.5, 1.19 and 1.33.1. The contractor shall accomplish the replacement on-or-about the designated hours to ensure parts and component will reach the next scheduled replacement as appropriate. CLIN price includes all labor, materials, travel, transportation, and any other costs required for the replacement of lifecycle critical items as well as inspection, disassembly, documentation, and reassembly. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

### Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

## Deployments and Exercises

### Item No.

X013

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
	LO	To be Negotiated	To be Negotiated

### Deployments and Exercises

In accordance with the PWS Paragraphs 1.33.8, 1.33.9, 1.33.12, the contractor shall provide all labor, tools, support equipment, material, travel, transportation, and any other costs to support deployments and exercises as directed by the ACO/PCO. The Contractor shall bill the Government after the successful completion of each effort or monthly as negotiated.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
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Deployments and Exercises

ISO	9001-2008	2008
AS9100	9100	

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

SOUTHWEST ASIA DEPLOYMENT

Item No.

X014

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
	MO	

Total Price

SOUTHWEST ASIA DEPLOYMENT

The contractor shall perform under PWS Paragraphs 1.33.12. NOTE: The flying hour rate proposed in Attachment 2 is not inclusive of OCONUS parts transportation to the deployed site. The Contractor shall bill the Government after the successful completion of each effort or monthly as negotiated.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026  
Option VI - 1 Jan 2027 to 31 Dec 2027  
Option VII - 1 Jan 2028 to 31 Dec 2028  
Option VIII - 1 Jan 2029 to 31 Dec 2029  
Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

## CONTRACT FIELD TEAM SUPPORT

Item No.

X015

Firm Fixed Price

Quantity      U/I      Unit Price  
HR

Total Price

### CONTRACT FIELD TEAM SUPPORT

The contractor shall provide contract field team support for any aircraft regardless of location in accordance with the PWS Paragraphs 1.33.7, 1.33.8, and any other PWS tasks that are not contained elsewhere and requires emergency worldwide support. The contractor shall provide labor for Aircraft Crash Recovery, Unscheduled Maintenance Away From MOB and/or DOL (Aircraft on the Ground), and any other emergency situation where a contract field team is needed as directed by the PCO/ACO. The labor under this CLIN is for personnel not responding from any MOB and/or DOL or any additional personnel needed to respond that are not priced elsewhere. The Contractor is responsible for obtaining necessary clearances, passports, visas and visit notifications to perform this task. The work called for under this item shall be accomplished when and as directed by the PCO/ACO. Travel, Transportation shall be negotiated and billed under CLINs X027 and X028 respectively. The cost of material, parts, components, and consumables are covered under CLIN X003, Flying Hours. If the PCO/ACO determines the event is an acts of God, Bird Strikes, Government caused damage/loss (except wear and tear), and Government directed items, then the cost of material, parts, components, and consumables is covered under X026, O&A material. No additional salary, other than the travel, per diem, if necessary, will be paid for personnel working away from their home station. Additional personnel required to backfill and/or support the MOB and/or DOL will be handled on a case-by-case basis and must be approved by the PCO/ACO. If the PCO/ACO determines the requirement to be an O&A task, then it will be accomplished in accordance with O&A procedures applicable to this contract and DFARS 252.217-7028. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

RESERVED

Item No.

X016

MODIFICATION DESIGN

Item No.

X017

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	
	HR		

Total Price

MODIFICATION DESIGN

In accordance with PWS Paragraphs 1.9, 1.19, 1.33.4, 1.33.10, and 1.33.10.1 through 1.33.10.7 the contractor shall provide all labor, tools, support equipment, parts, material, travel and transportation to accomplish the Design, Integration, and Certification of aircraft modifications as directed by the PCO. The Contractor shall bill monthly.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

- Option III - 1 Jan 2024 to 31 Dec 2024
- Option IV - 1 Jan 2025 to 31 Dec 2025
- Option V - 1 Jan 2026 to 31 Dec 2026
- Option VI - 1 Jan 2027 to 31 Dec 2027
- Option VII - 1 Jan 2028 to 31 Dec 2028
- Option VIII - 1 Jan 2029 to 31 Dec 2029
- Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

MODIFICATION INSTALLATION AND SUPPORT

Item No.			
X018			
Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
MODIFICATION INSTALLATION AND SUPPORT			
In accordance with PWS Paragraphs 1.9, 1.19, 1.33.4, 1.33.8, 1.33.9, 1.33.10, 1.33.10.1 through 1.33.10.7 and 1.33.15, the contractor shall provide all labor, tools, support equipment, parts, material, travel and transportation to support aircraft modifications as directed by the ACO/PCO.			
Inspection: Origin			
Acceptance: Origin			
Inspection/Acceptance Report: Invoice 2-in-1			
Quality Assurance: Higher Level Contract Quality Requirements			
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)			
Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

- Base - 1 Sep 2020 to 31 Dec 2021
- Option I - 1 Jan 2022 to 31 Dec 2022
- Option II - 1 Jan 2023 to 31 Dec 2023
- Option III - 1 Jan 2024 to 31 Dec 2024
- Option IV - 1 Jan 2025 to 31 Dec 2025
- Option V - 1 Jan 2026 to 31 Dec 2026
- Option VI - 1 Jan 2027 to 31 Dec 2027
- Option VII - 1 Jan 2028 to 31 Dec 2028
- Option VIII - 1 Jan 2029 to 31 Dec 2029
- Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

MODIFICATION INSTALLATION AND SUPPORT LABOR

Item No.  
X018AA

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	HR		

MODIFICATION INSTALLATION AND SUPPORT LABOR

The Contractor shall bill the Government monthly.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

MODIFICATION INSTALLATION AND SUPPORT MATERIAL

Item No.  
X018AB

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	LO		

MODIFICATION INSTALLATION AND SUPPORT MATERIAL

Material includes any subcontractor work. The Contractor shall bill the Government after successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

DEMILITARIZATION

Item No.  
X019

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	EA		

DEMILITARIZATION

## DEMILITARIZATION

In accordance with PWS Paragraph 1.33.15 the Contractor shall provide ALL Labor, Tools, and Support Equipment, parts, and material, travel, and transportation to accomplish Demilitarization. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

## DISPOSAL

Item No.

X020

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	EA		

DISPOSAL

In accordance with PWS Paragraph 1.33.15 the Contractor shall provide ALL Labor, Tools, and Support Equipment, parts, material, travel, and transportation to accomplish Disposal. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

DISPOSAL

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

PHASE-OUT AND INCENTIVE

4 July 2013 - 31 October 2013

Item No.

X021

Firm Fixed Price

Quantity    U/I    Unit Price

Total Price  
To be Negotiated

PHASE-OUT AND INCENTIVE

The Contractor shall perform all transition phase-out tasks IAW PWS Paragraphs 1.32.2 and 1.32.2.1 and as negotiated. The Contractor shall bill at the conclusion of the Phase-Out Period.

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027  
Option VII - 1 Jan 2028 to 31 Dec 2028  
Option VIII - 1 Jan 2029 to 31 Dec 2029  
Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

## DOD EDUCATION ALLOWANCE

Item No.  
X022

Firm Fixed Price

Quantity      U/I      Unit Price  
EA

Total Price

### DOD EDUCATION ALLOWANCE

The DoD Education Allowance (DODEA) is designed to assist in defraying those costs necessary to obtain educational services outside the United States which are ordinarily provided without charge by the public schools in the United States. This tuition CLIN will use the DODEA tuition rates that are established each year for DoDDS tuition by the Chief, RMD, DODEA. No overheads, G&A, fee, or profit shall be allowable for this tuition CLIN. Contractor personnel who provide support outside the United States with their family shall receive DoD Education Allowance for eligible students in accordance with Chapter 270 of the Department of State Standardized Regulations (DSSR). The fixed price is a per student rate. The fixed price tuition rates will be added to the contract yearly by contract modification after the DODEA publishes the tuition rates for the ensuing school year. If a child does not attend the entire school year, DODEA shall be refunded to the Air Force on a pro-rated basis as determined by the PCO/ACO.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

### Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

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Option III - 1 Jan 2024 to 31 Dec 2024

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Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.



OVER AND ABOVE DEPOT AIRCRAFT MAINTENANCE

Item No.  
X023

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
	HR		

OVER AND ABOVE DEPOT AIRCRAFT MAINTENANCE

The contractor shall perform all Over and Above tasks as directed by the ACO/PCO IAW Clause 252.217-7028. The rates established in Attachment 2 shall be used to negotiate each work request authorized hereunder. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (If more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

OVER AND ABOVE

The work called for as over and above shall be accomplished when and as directed by the PCO/ACO in accordance with DFARS 252.217-7028. To the maximum extent possible, over and above work shall be negotiated prior to performance of the work, but in no case later than the time when 40 percent of the work is completed.

The Contractor shall notify the Government (PCO and ACO) in writing whenever believed that the cost expected to incur within the succeeding thirty (30) days will exceed 75% of the obligated amount for each CLIN. The Contractor shall also notify the Government (PCO and ACO) in writing at any other time expected the costs will be substantially greater or less than the obligated amount. The Contractor shall not expend effort or costs greater than 100% of the obligated amount on each line item for each contract action. The Government reserves the right to increase or decrease the funds allocated on each over and above CLIN on a unilateral basis by modification to the contract. In no event shall the Contracting Officer decrease the funds below the amount incurred by the Contractor at the time of the notice of decrease. To the extent the schedule sets forth an amount to cover the estimated cost for a specified item, the Government shall not be obligated to pay the Contractor any amount in excess of the amount set forth in the schedule.

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or Procuring Contracting Officer (PCO) may request a negotiation to establish a firm-fixed price (fixed price per event item) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements in order that changes can be incorporated in periodic contract modification(s).

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

OVER AND ABOVE DEPOT ENGINE MAINTENANCE

Item No.  
X024

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u> HR	<u>Unit Price</u>	<u>Total Price</u>
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OVER AND ABOVE DEPOT ENGINE MAINTENANCE

The contractor shall perform all Over and Above tasks as directed by the ACO/PCO IAW Clause 252.217-7028.. The rates established in Attachment 2 shall be used to negotiate each work request authorized hereunder. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

OVER AND ABOVE

The work called for as over and above shall be accomplished when and as directed by the PCO/ACO in accordance with DFARS 252.217-7028. To the maximum extent possible, over and above work shall be negotiated prior to performance of the work, but in no case later than the time when 40 percent of the work is completed.

The Contractor shall notify the Government (PCO and ACO) in writing whenever believed that the cost expected to incur within the succeeding thirty (30) days will exceed 75% of the obligated amount for each CLIN. The Contractor shall also notify the Government (PCO and ACO) in writing at any other time expected the costs will be substantially greater or less than the obligated amount. The Contractor shall not expend effort or costs greater than 100% of the obligated amount on each line item for each contract action. The Government reserves the right to increase or decrease the funds allocated on each over and above CLIN on a unilateral basis by modification to the contract. In no event shall the Contracting Officer decrease the funds below the amount incurred by the Contractor at the time of the notice of decrease. To the extent the schedule sets forth an amount to cover the estimated cost for a specified item, the Government shall not be obligated to pay the Contractor any amount in excess of the amount set forth in the schedule.

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or Procuring Contracting Officer (PCO) may request a negotiation to establish a firm-fixed price (fixed price per event item) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements in order that changes can be incorporated in periodic contract modification(s).

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025  
Option V - 1 Jan 2026 to 31 Dec 2026  
Option VI - 1 Jan 2027 to 31 Dec 2027  
Option VII - 1 Jan 2028 to 31 Dec 2028  
Option VIII - 1 Jan 2029 to 31 Dec 2029  
Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

OVER AND ABOVE ORGANIZATIONAL AND OTHER MAINTENANCE

Item No.  
X025

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Total Price</u>
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HR

OVER AND ABOVE ORGANIZATIONAL AND OTHER MAINTENANCE

The contractor shall perform all Over and Above tasks as directed by the ACO/PCO IAW Clause 252.217-7028. The rates established in Attachment 2 shall be used to negotiate each work request authorized hereunder. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

OVER AND ABOVE

The work called for as over and above shall be accomplished when and as directed by the PCO/ACO in accordance with DFARS 252.217-7028. To the maximum extent possible, over and above work shall be negotiated prior to performance of the work, but in no case later than the time when 40 percent of the work is completed.

The Contractor shall notify the Government (PCO and ACO) in writing whenever believed that the cost expected to incur within the succeeding thirty (30) days will exceed 75% of the obligated amount for each CLIN. The Contractor shall also notify the Government (PCO and ACO) in writing at any other time expected the costs will be substantially greater or less than the obligated amount. The Contractor shall not expend effort or costs greater than 100% of the obligated amount on each line item for each contract action. The Government reserves the right to increase or decrease the funds allocated on each over and above CLIN on a unilateral basis by modification to the contract. In no event shall the Contracting Officer decrease the funds below the amount incurred by the Contractor at the time of the notice of decrease. To the extent the schedule sets forth an amount to cover the estimated cost for a specified item, the Government shall not be obligated to pay the Contractor any amount in excess of the amount set forth in the schedule.

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or Procuring Contracting Officer (PCO) may request a negotiation to establish a firm-fixed price (fixed price per event item) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements in order that changes can be incorporated in periodic contract modification(s).

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

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Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

OVER AND ABOVE MATERIAL

Item No.

X026

Firm Fixed Price

Quantity

U/I

Unit Price

Total Price

LO

OVER AND ABOVE MATERIAL

Material includes any subcontractor work. The contractor shall perform all Over and Above tasks as directed by the ACO/PCO IAW Clause 252.217-7028. The rates established in Attachment 2 shall be used to negotiate each work request authorized hereunder. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title

Number

Date

Tailoring

ISO

9001-2008

2008

AS9100

9100

OVER AND ABOVE

The work called for as over and above shall be accomplished when and as directed by the PCO/ACO in accordance with DFARS 252.217-7028. To the maximum extent possible, over and above work shall be negotiated prior to performance of the work, but in no case later than the time when 40 percent of the work is completed.

The Contractor shall notify the Government (PCO and ACO) in writing whenever believed that the cost expected to incur within the succeeding thirty (30) days will exceed 75% of the obligated amount for each CLIN. The Contractor shall also notify the Government (PCO and ACO) in writing at any other time expected the costs will be substantially greater or less than the obligated amount. The Contractor shall not expend effort or costs greater than 100% of the obligated amount on each line item for each contract action. The Government reserves the right to increase or decrease the funds allocated on each over and above CLIN on a unilateral basis by modification to the contract. In no event shall the Contracting Officer decrease the funds below the amount incurred by the Contractor at the time of the notice of decrease. To the extent the schedule sets forth an

amount to cover the estimated cost for a specified item, the Government shall not be obligated to pay the Contractor any amount in excess of the amount set forth in the schedule.

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or Procuring Contracting Officer (PCO) may request a negotiation to establish a firm-fixed price (fixed price per event item) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements in order that changes can be incorporated in periodic contract modification(s).

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

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Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

OVER AND ABOVE TRAVEL

Item No.  
X027

Firm Fixed Price

Quantity      U/I    Unit Price  
EA

Total Price  
To be Negotiated

OVER AND ABOVE TRAVEL

As directed by the ACO/PCO, Contractor personnel shall travel in support of C-21 Over and Above requirements. Travel and per diem shall be billed IAW FAR 31.205-46 for official business associated with effort shall be authorized in advance by the ACO/PCO and shall be reimbursed under this SubCLIN. This SubCLIN is only to be used in accordance with work ordered by the ACO/PCO. Travel to and from military installations shall be accomplished via Government Transportation to the maximum extent possible. Travel and per diem incurred in the Contractor-directed replacement of personnel or the attendance of Contractor-directed training courses shall not be paid for by the Government. Contractor personnel shall be authorized Government quarters, when available, while performing official travel. For the purpose of utilizing Government quarters, Contractor personnel are considered equivalent to a GS-11. Travel and per diem for official business while performing Over and Above actions will be authorized in advance by the ACO/PCO. Fee/Profit is UNALLOWABLE on travel and per diem. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

OVER AND ABOVE

The work called for as over and above shall be accomplished when and as directed by the PCO/ACO in accordance with DFARS 252.217-7028. To the maximum extent possible, over and above work shall be negotiated prior to performance of the work, but in no case later than the time when 40 percent of the work is completed.

The Contractor shall notify the Government (PCO and ACO) in writing whenever believed that the cost expected to incur within the succeeding thirty (30) days will exceed 75% of the obligated amount for each CLIN. The Contractor shall also notify the Government (PCO and ACO) in writing at any other time expected the costs will be substantially greater or less than the obligated amount. The Contractor shall not expend effort or costs greater than 100% of the obligated amount on each line item for each contract action. The Government reserves the right to increase or decrease the funds allocated on each over and above CLIN on a unilateral basis by modification to the contract. In no event shall the Contracting Officer decrease the funds below the amount incurred by the Contractor at the time of the notice of decrease. To the extent the schedule sets forth an amount to cover the estimated cost for a specified item, the Government shall not be obligated to pay the Contractor any amount in excess of the amount set forth in the schedule.

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or Procuring Contracting Officer (PCO) may request a negotiation to establish a firm-fixed price (fixed price per event item) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements in order that changes can be incorporated in periodic contract modification(s).

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

OVER AND ABOVE TRANSPORTATION

Item No.  
X028

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
-----------------	------------	-------------------

LO

<u>Total Price</u>
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To be Negotiated

OVER AND ABOVE TRANSPORTATION

The contractor shall perform all Over and Above tasks as directed by the ACO/PCO IAW Clause 252.217-7028. The Contractor shall bill the Government after the successful completion of each effort.

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Invoice 2-in-1

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

OVER AND ABOVE TRANSPORTATION

Title	Number	Date	Tailoring
ISO	9001-2008	2008	
AS9100	9100		

OVER AND ABOVE

The work called for as over and above shall be accomplished when and as directed by the PCO/ACO in accordance with DFARS 252.217-7028. To the maximum extent possible, over and above work shall be negotiated prior to performance of the work, but in no case later than the time when 40 percent of the work is completed.

The Contractor shall notify the Government (PCO and ACO) in writing whenever believed that the cost expected to incur within the succeeding thirty (30) days will exceed 75% of the obligated amount for each CLIN. The Contractor shall also notify the Government (PCO and ACO) in writing at any other time expected the costs will be substantially greater or less than the obligated amount. The Contractor shall not expend effort or costs greater than 100% of the obligated amount on each line item for each contract action. The Government reserves the right to increase or decrease the funds allocated on each over and above CLIN on a unilateral basis by modification to the contract. In no event shall the Contracting Officer decrease the funds below the amount incurred by the Contractor at the time of the notice of decrease. To the extent the schedule sets forth an amount to cover the estimated cost for a specified item, the Government shall not be obligated to pay the Contractor any amount in excess of the amount set forth in the schedule.

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or Procuring Contracting Officer (PCO) may request a negotiation to establish a firm-fixed price (fixed price per event item) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements in order that changes can be incorporated in periodic contract modification(s).

Period of Performance\* (Ordering Periods)

Base - 1 Sep 2020 to 31 Dec 2021

Option I - 1 Jan 2022 to 31 Dec 2022

Option II - 1 Jan 2023 to 31 Dec 2023

Option III - 1 Jan 2024 to 31 Dec 2024

Option IV - 1 Jan 2025 to 31 Dec 2025

Option V - 1 Jan 2026 to 31 Dec 2026

Option VI - 1 Jan 2027 to 31 Dec 2027

Option VII - 1 Jan 2028 to 31 Dec 2028

Option VIII - 1 Jan 2029 to 31 Dec 2029

Option IX - 1 Jan 2030 to 31 Aug 2030

\*This schedule aligns to the pricing evaluation information in FAR 52.212-2 and the Pricing Matrix, Attachment 2. These dates may change depending on date of award. The base year and each option year period of performance time period will remain the same and the complete contract period of performance will remain at 10 years. Prices for each ordering period shall remain valid even if the dates change prior to award.

CONTRACT CLAUSES

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)  
(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))

**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL** (DEC 2012)  
(IAW DFARS 203.1004(a), DFARS 212.301(f)(iii))

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS**  
(DEC 1991)  
(IAW DFARS 205.470, DFARS 212.301(f)(x))

**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION** (MAR 2016)  
(IAW DFARS 211.274-6(a)(1), DFARS 212.301(f)(xii))

(a) Definitions. As used in this clause—

“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>.

“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](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(c) Unique item identifier.

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

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
	See Schedule as Applicable

(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
*Items less than \$5000, which require UID, will be specifically identified in the schedule.	See Schedule as Applicable

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number \_\_\_\_ (or See Schedule as Applicable).

(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 \_\_\_\_ (or See Schedule as Applicable).

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

(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 \_\_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

**52.212-5**

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2019)**  
(IAW FAR 12.301(b)(4))

(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 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- |              |      |  |
|--------------|------|--|
| <u>  X  </u> | (1)  | 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).   |
| <u>  X  </u> | (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.) |
| <u>  X  </u> | (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).  |
| <u>  X  </u> | (7)  | 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).  |
| <u>  X  </u> | (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).   |
| <u>  X  </u> | (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).  |
| _____        | (11) | (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).                        |
| _____        | (12) | (ii) Alternate I (Jan 2011) of 52.219-4.   |
| _____        | (13) | [Reserved]   |
| _____        | (14) | (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).   |
| _____        | (14) | (ii) Alternate I (Nov 2011).   |

- ☐ (14) (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ☐ (15) (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (15) (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- ☐ (17) (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (17) (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (17) (iv) Alternate III (Nov 2016) of 52.219-9.
- ☐ (17) (v) Alternate IV (Aug 2018) of 52.219-9.
- ☒ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (Jan 2017)(15 U.S.C. 637(a)(14)).
- ☐ (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 Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f).
- ☒ (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) (1 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) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246
- ☐ (28) (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- ☐ (29) (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☐ (30) (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (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 (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (33) (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) (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.)
- ☐ (35) (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.)

<u>  X  </u>	(36)	52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June 2016) (E.O. 13693).
<u>  X  </u>	(37)	52.223-12, Maintenance, Service, repair, or Disposal of Refrigeration Equipment and Air Conditioners (June 2016) (E.O.13693).
<u>    </u>	(38)	(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
<u>    </u>	(38)	(ii) Alternate I (Oct 2015) of 52.223-13.
<u>    </u>	(39)	(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
<u>    </u>	(39)	(ii) Alternate I (Jun 2014) of 52.223-14.
<u>    </u>	(40)	52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
<u>    </u>	(41)	(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
<u>    </u>	(41)	(ii) Alternate I (Oct 2015) of 52.223-16.
<u>  X  </u>	(42)	52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O.13513).
<u>  X  </u>	(43)	52.223-20, Aerosols (Jun 2016) (E.O. 13693)
<u>  X  </u>	(44)	52.223-21, Foams (Jun 2016) (E.O. 13693).
<u>  X  </u>	(45)	(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
<u>    </u>	(45)	(ii) Alternate I, (Jan 2017) of 52.244-3.
<u>    </u>	(46)	52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
<u>    </u>	(47)	(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
<u>    </u>	(47)	(ii) Alternate I (May 2014) of 52.225-3.
<u>    </u>	(47)	(iii) Alternate II (May 2014) of 52.225-3.
<u>    </u>	(47)	(iv) Alternate III (May 2014) of 52.225-3.
<u>    </u>	(48)	52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
<u>  X  </u>	(49)	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 Treasury).
<u>    </u>	(50)	52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
<u>    </u>	(51)	52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).
<u>    </u>	(52)	52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
<u>    </u>	(53)	52.232-29, Terms for financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
<u>    </u>	(54)	52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
<u>  X  </u>	(55)	52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)(31.U.S.C. 3332).
<u>    </u>	(56)	52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013)(31.U.S.C. 3332).
<u>    </u>	(57)	52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
<u>    </u>	(58)	52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
<u>    </u>	(59)	52.242-5, Payment to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
<u>    </u>	(60)	(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

- \_\_\_\_ (60) (ii) Alternate I (Apr 2003) of 52.247-64.  
\_\_\_\_ (60) (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- |              |      |   |
|--------------|------|---|
| <u>  X  </u> | (1)  | 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).  |
| <u>  X  </u> | (2)  | 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).  |
| <u>  X  </u> | (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).   |
| <u>  X  </u> | (4)  | 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).                    |
| <u>  X  </u> | (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).  |
| <u>  X  </u> | (8)  | 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).  |
| <u>  X  </u> | (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 paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, 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.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow Down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246)
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (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).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.
- (xxii) 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.

<b>52.219-6</b>	<b>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2019-O0003)</b> (DEC 2018) (IAW FAR 19.508(c))
<b>52.219-14</b>	<b>LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-O0003)</b> (DEC 2018) (IAW FAR 19.508(e), FAR 19.811-3(e))
<b>252.223-7008</b>	<b>PROHIBITION OF HEXAVALENT CHROMIUM</b> (JUN 2013) (IAW DFARS 223.7306, DFARS 212.301(f)(xxi))
<b>252.225-7012</b>	<b>PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b> (DEC 2017) (IAW DFARS 225.7002-3(a))
<b>252.225-7995</b>	<b>CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)</b> (SEP 2017) (IAW DARS Tracking Number 2017-O0004)

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

"Combatant Commander" means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1) (i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2) (i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html> ;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522> ;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx> ;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html> ;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html) . Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
  - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
  - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
  - (C) Have received all required immunizations as specified in the contract.
    - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
    - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
    - (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
  - (A) Basic training is required for all CAAF deployed outside the United States. The basic training will be provided through--
    - (1) A military-run training center; or
    - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
  - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).



(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Contractor Accountability and Personnel Data.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods-

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <https://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

(i) The Contractor shall comply with the SPOT business Rules at <https://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g. mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry a weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury; or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENCOM AOR.

#### 252.226-7001

#### UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (IAW DFARS 226.104)

#### 252.227-7013

#### RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014) (IAW DFARS 227.7102-4(b), DFARS 227.7103-6(a))

(e) (3) 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 to be Furnished With Restrictions*	Basis for Assertion**  (LIST)	Asserted Rights Category***  (LIST)	Name of person Asserting Restrictions****  (LIST)
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\*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)

(f) (2) Government purpose rights markings.

Data delivered or otherwise furnished to the 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 name 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)

**252.227-7015**

**TECHNICAL DATA--COMMERCIAL ITEMS** (FEB 2014)  
(IAW DFARS 227.7102-4(a)(1))

**252.227-7037**

**VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** (SEP 2016)  
(IAW DFARS 227.7102-4(c), DFARS 227.7103-6(e)(3), DFARS 227.7104(e)(5), DFARS 227.7203-6(f))

**252.232-7003**

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS**  
(DEC 2018)  
(IAW DFARS 232.7004(a))

(a) Definitions. As used in this clause—

- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area Workflow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

- (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
- (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
- (3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or
- (4) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

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

**252.232-7009**                      **MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD**  
(MAY 2018)  
(IAW DFARS 232.1110)  
(Applicable at or below the micro-purchase threshold and Governmentwide commercial purchase card is required)

**252.232-7010**                      **LEVIES ON CONTRACT PAYMENTS** (DEC 2006)  
(IAW DFARS 232.7102)  
(Applicable to all solicitations and contracts over the micro-purchase threshold issued hereunder)

**252.232-7011**                      **PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS**  
(MAY 2013)  
(IAW DFARS 232.908)

**252.237-7010**                      **PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL** (JUN 2013)  
(IAW DFARS 237.173-5)

**252.243-7002**                      **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2012)  
(IAW DFARS 243.205-71)

**252.244-7000**                      **SUBCONTRACTS FOR COMMERCIAL ITEMS** (JUN 2013)  
(IAW DFARS 244.403)

(Applicable to solicitations and contracts for supplies or services other than commercial items that contain any of the clauses listed in the clause at 252.244-7000)

**252.246-7007**                    **CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM** (AUG 2016)  
(IAW DFARS 246.870-3(a))  
(Applicable to solicitations and contracts for electronic parts and not set aside for small business)

**252.246-7008**                    **SOURCES OF ELECTRONIC PARTS** (MAY 2018)  
(IAW DFARS 246-870-3(b))  
(Applicable to solicitations and contracts when electronic parts are involved)

**252.247-7023**                    **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (APR 2014)  
(IAW DFARS 247.574(b))

ADDENDUM TO CLAUSE 52.212-4

**252.201-7000**                    **CONTRACTING OFFICER'S REPRESENTATIVE** (DEC 1991)  
(IAW DFARS 201.602-70)  
(Applicable to all orders issued hereunder)

**5352.201-9101**                    **OMBUDSMAN** (JUN 2016)  
(IAW AFFARS 5301.9103)  
(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, AFSC/PZC at 405 736-3273, FAX 000 000-0000, email   . Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

**52.203-3**                        **GRATUITIES** (APR 1984)  
(IAW FAR 3.202)

**52.203-14**                        **DISPLAY OF HOTLINE POSTER(S)** (OCT 2015)  
(IAW FAR 3.1004(b), DFARS 203.1004(b)(2)(ii))

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

- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—
- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
DoD/IG Hotline	[For DoD:] DoD Inspector General,
-----	ATTN: Defense Hotline,
-----	400 Army Navy Drive
-----	Washington, DC 22202-2884
	or at website

<http://www.dodhotline.dodig.mil/hotline/posters.cfm>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(The above Clause/Provision has been modified.)

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

(SEP 2013)

(IAW DFARS 203.970)

(Applicable to all solicitations and contracts)

(Applicable to solicitations and contracts when FAR 52.203-13 is included)

**52.204-2 SECURITY REQUIREMENTS (AUG 1996)**

(IAW FAR 4.404(a))

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)**

(IAW FAR 4.303)

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(IAW FAR 4.1303)

**52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**

(IAW FAR 4.1804(c), FAR 12.301(d))

(Applicable when there is a requirement to be registered in SAM or to have a DUNS Number)

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS**

(DEC 2014)

(IAW FAR 4.1202(b))

(Applicable to all solicitations and contracts)

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

(IAW FAR 4.2004)

**52.204-23 BASIC AGREEMENT APPLICABILITY (JUL 2018)**

**252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)**

(IAW DFARS 204.404-70(a))

**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)**

(IAW DFARS 204.404-70(b))

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

(IAW DFARS 204.7109)

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)**

(IAW DFARS 204.7304(b))

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING** (OCT 2016)  
(IAW DFARS 204.7304(c))

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (MAY 2016)

(IAW DFARS 204.7403(c), DFARS 212.301(f)(ix))

(Applicable to solicitations and contracts that involve litigation support services when 252.204-7014 is not included)

**5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS** (OCT 2017)  
(IAW AFFARS 5304.404-90)

**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)  
(IAW DFARS 209.409)

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** (APR 2008)  
(IAW FAR 11.604(b))

This is a rated order certified for national defense , emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(Applicable when delivery of one or more "items" as defined at 252.211-7003(c) is required)

**252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY** (AUG 2012)  
(IAW DFARS 211.274-6(b), DFARS 212.301(f)(iv))

**52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS** (OCT 2018)  
(IAW FAR 12.301(b)(3))

(Applicable to all commercial items)

**52.216-19 ORDER LIMITATIONS** (OCT 1995)  
(IAW FAR 16.506(b))

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than quantity of 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the estimated quantity set forth in Attachment 2;

(2) Any order for a combination of items in excess of the estimated quantity set forth in Attachment 2; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 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.

(The above Clause/Provision has been modified.)

(Applicable to all orders issued hereunder)



**52.216-22 INDEFINITE QUANTITY (OCT 1995)**  
(IAW FAR 16.506(e))

(d) Contractor shall not be required to make any deliveries under this contract after 01-SEP-2031.

(Applicable to all orders issued hereunder)

**252.216-7006 ORDERING (MAY 2011)**  
(IAW DFARS 216.506(a))

(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 01-SEP-2020 through 31-AUG-2031.

(Applicable to solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**  
(IAW FAR 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(Applicable when the inclusion of an option is appropriate and it is necessary to include any or all of the following: 1. A requirement that the Government must give the contractor a preliminary written notice of its intent to extend the contract; 2. A statement that an extension of the contract includes an extension of the option; 3. A specified limitation on the total duration of the contract.)

**252.217-7028 OVER AND ABOVE WORK (DEC 1991)**  
(IAW DFARS 217.7702)

(Applicable when containing requirements for over and above work, except as provided for in Subpart 217.71)

THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.212-5 PARA (b)(22):

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

[Contractor to sign and date and insert authorized signer's name and title].

**52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**  
(IAW FAR 22.103-5(a), AFFARS 5322.101-1)

(IAW FAR 22.101-1(e), Applicable when the head of the contracting activity designates programs or requirements for which it is necessary that contractors be required to notify the Government of actual or potential labor disputes that are delaying or threaten to delay the timely contract performance (see [22.103-5\(a\)](#)).

THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.212-5 PARA (c)(2):

52.222-42

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

This Statement is for Information Only:  
It is not a Wage Determination

Employee Class	Monetary Wage	Fringe Benefits
DOL 01117 General Clerk III	\$19.82 per hour	HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173) HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
DOL 01400 Supply Technician	\$25.07 per hour	HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173) HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
DOL 23010 Aircraft Maintenance	\$25.07 per hour	HEALTH & WELFARE: \$4.48 per hour or

		<p>\$179.20 per week or \$776.53 per month</p> <p>VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173) HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)</p>
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(The above Clause/Provision has been modified.)

**52.222-49 SERVICE CONTRACT LABOR STANDARDS--PLACE OF PERFORMANCE**  
**UNKNOWN** (MAY 2014)  
(IAW FAR 22.1006(f))

(a) In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Other CONUS location where maintenance is to be performed, such as contractor facilities. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 04 :00 PM, 03 -MAY -2019.

(Applicable to all orders issued hereunder)

**252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR**  
**HAZARDOUS MATERIALS--BASIC** (SEP 2014)  
(IAW DFARS 223.7106)

(Applicable when contractor performance is on a DoD installation)

(Applicable to solicitations and contracts for supplies, maintenance and repair services, or construction)

**5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS** (NOV 2012)  
(IAW AFFARS 5323.9001)

(Applicable to work on a Government installation)

**252.225-7048 EXPORT-CONTROLLED ITEMS** (JUN 2013)  
(IAW DFARS 225.7901-4)

(Applicable to all solicitations and contracts)

**252.227-7025**                      **LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS** (MAY 2013)  
(IAW DFARS 227.7103-6(c), DFARS 227.7104(f)(1), DFARS 227.7203-6(d))

**52.228-5**                      **INSURANCE--WORK ON A GOVERNMENT INSTALLATION** (JAN 1997)  
(IAW FAR 28.310)

(Applicable to fixed-price contracts exceeding the simplified acquisition threshold and work on a Government installation is specified)

**52.232-18**                      **AVAILABILITY OF FUNDS** (APR 1984)  
(IAW FAR 32.706-1(a))

**52.232-39**                      **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS** (JUN 2013)  
(IAW FAR 32.706-3)

(Applicable to all solicitations and contracts)

**52.232-40**                      **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (DEC 2013)  
(IAW FAR 32.009-2)

(Applicable to all solicitations and contracts)

**252.232-7006**                      **WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS** (MAY 2013)  
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

(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.

Invoice 2-in-1

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

See Schedule or Issued Per Task Order

(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	FA8134
Admin DoDAAC	
Inspect By DoDAAC	See Schedule or Per Task Order
Ship To Code	See Schedule or Per Task Order
Ship From Code	See Schedule or Per Task Order
Mark For Code	See Schedule or Per Task Order
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	See Schedule or Per Task Order
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

TBD  
\_\_\_\_\_

(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.

TBD  
\_\_\_\_\_

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

(The above Clause/Provision has been modified.)

(Applicable when 252.232-7003 is used and neither 232.7003(b) nor (c) apply)

#### ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

Accounting and Appropriation Chargeable		Amount Chargeable
ACRN	Funds Citation	
AA	TO BE CITED ON EACH INDIVIDUAL ORDER	\$0.00
ACRN TOTAL		\$ 0.00

52.237-2

#### PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION

(APR 1984)

(IAW FAR 37.110(b))

(Applicable for services performed on a Government installation)

(Applicable to solicitations and contracts for the provision of services)

**252.237-7023                    CONTINUATION OF MISSION ESSENTIAL FUNCTIONS   (OCT 2010)**  
**(IAW DFARS 237.7603(a))**

(b) The Government has identified all or a portion of the Contractor services performed under this Contract as essential contractor services in support of mission essential functions. These services are listed in attachment 11, Mission Essential Contractor Services, dated 00 - ??? - 0000.

(Applicable to solicitations and contracts for services that are in support of mission essential functions)

**252.239-7001                    INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION**  
**(JAN 2008)**  
**(IAW DFARS 239.7103(b))**

**252.239-7016                    TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES   (DEC 1991)**  
**(IAW DFARS 239.7411(d))**

(b) The Contractor agrees to secure information and systems at the following location:

??????
??
??
??
??
??
??
??    00000    - 0000

**252.239-7018                    SUPPLY CHAIN RISK   (OCT 2015)**  
**(IAW DFARS 239.7306(b), DFARS 212.301(f)(xv)(D))**

**52.242-15                        STOP-WORK ORDER   (AUG 1989)**  
**(IAW FAR 42.1305(b)(1))**

**5352.242-9000                    CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS   (NOV 2012)**  
**(IAW AFFARS 5342.490-1)**

(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 any other documentation or information required by the local military installation 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 local military installation policies and procedures 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.

(The above Clause/Provision has been modified.)

(Applicable when contractor personnel are required to make frequent visits to or perform work on Air Force installation(s))

**5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (NOV 2012)**  
(IAW AFFARS 5342.490-2)

(Applicable to solicitations and contracts when Contractor personnel require access to DoD computer networks and systems or when CACs are required for installation entry control or access to facilities)

**252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**  
(IAW DFARS 243.205-70)

**252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC (MAY 2014)**  
(IAW DFARS 244.305-71)

**52.245-1 GOVERNMENT PROPERTY (JAN 2017)**  
(IAW FAR 45.107(a), DFARS 237.7003(c), DFARS 245.107)

**52.245-9 USE AND CHARGES (APR 2012)**  
(IAW FAR 45.107(c))

**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**  
(IAW DFARS 245.107(2))

**252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEC 2017)**  
(IAW DFARS 245.107(3))

**252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)**  
(IAW DFARS 245.107(4))

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)**  
(IAW DFARS 245.107(5))

**52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**  
(IAW FAR 46.304)

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**  
(IAW FAR 46.311, DFARS 246.202-4(1))

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

	Title	Number	Date	Tailoring
*See Individual Line Item Schedule				

(Applicable only if specified in the individual order/call issued hereunder)

**52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)**  
(IAW FAR 46.316)

(Applicable to the furnishing of supplies, services involving the furnishing of supplies, or research and development, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold)

**INSPECTION AND ACCEPTANCE** (SEP 1999)  
(IAW FAR 46.401(b), FAR 46.503)

(Applicable to all orders issued hereunder)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final): [CONTRACTOR FILL-IN]
Item No(s): See schedule for items with the following code(s) listed below :
Inspection Code and Address:

(The above Clause/Provision has been modified.)

Government Contract Quality Assurance Inspection and Acceptance will be at destination(s) specified herein (Final). Item No(s): X004, AFLCMC/WVV, 3001 Staff Drive, Tinker AFB, OK 73145
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(The above Clause/Provision has been modified.)

**52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY**  
(JUN 2003)  
(IAW FAR 47.305-12(a)(2))

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES** (APR 1984)  
(IAW FAR 52.107(f))

(a) The use in this 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 contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2).clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

LIST OF DOCUMENTS, EXHIBITS OR ATTACHMENTS

Form Number	Description/File Name	Date	Number of Pages
ATTACHMENT 1	Performance Work Statement	18APR2019	65
ATTACHMENT 2	Pricing Matrix		
ATTACHMENT 3	DD 254, DoD Contract Security Classification Specification	29JAN2019	5
ATTACHMENT 4	Government Furnished Property	11FEB2019	
ATTACHMENT 5	Addendum to FAR 52.212-1 (Instructions to Offerors)		41
ATTACHMENT 6	Addendum to FAR 52.212-2 (Evaluation Factors for Award)		17
ATTACHMENT 7	Collective Bargaining Agreement - Scott AFB, IL	01APR2018	45
ATTACHMENT 8	Collective Bargaining Agreement - Joint Base Andrews, MD	01APR2017	35
ATTACHMENT 9	Base Support Outline - Scott AFB, IL		2
ATTACHMENT 10	Base Support Outline - Ramstein AB, Germany		3



ATTACHMENT 11	Mission Essential Contractor Services	1
ATTACHMENT 12	Contractor Technical Volume for Technical Subfactor 4	
EXHIBIT A	Contract Data Requirements List	

SOLICITATION PROVISIONS  
REPRESENTATIONS, INSTRUCTIONS AND EVALUATIONS

**252.209-7002**

**DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT**  
(JUN 2010)  
(IAW DFARS 209.104-70)

**52.212-3**

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS**  
(OCT 2018)  
(IAW FAR 12.301(b)(2))

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certification electronically via the SAM website accessed through <http://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) Check all that apply.

- (1) ☐ is, ☐ is not a small business concern.
- (2) ☐ is, ☐ is not a veteran-owned small business concern.
- (3) ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) ☐ is, ☐ is not a small disadvantaged business concern.
- (5) ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) 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) ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) ☐ has developed and has on file, ☐ has not developed and does not have on file,

(ii) ☐ has not previously had contracts subject to the written affirmative action programs requirement

(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 Agreement—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreement--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 Agreement--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
<hr/>	<hr/>
<hr/>	<hr/>
[List as necessary]	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreement--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
<hr/>	<hr/>
<hr/>	<hr/>
[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 Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.	
<hr/>	
<hr/>	
[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 Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country Of Origin
<hr/>	<hr/>
<hr/>	<hr/>
[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

(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 criminal tax laws, or receiving stolen property;

(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. section 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. section 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. section 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. section 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 (j)(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 Products.

Listed End Product

Listed Countries of Origin

\_\_\_\_\_

\_\_\_\_\_

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (j)(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 (j)(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.)

(1) [ ] Maintenance, calibration, or repair of certain equipment as 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 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. By submission of its offer, 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.

(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 DUNS Number 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 an 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.

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 44-4 (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).

(Applicable to the acquisition of commercial items)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS --  
ALTERNATE I (OCT 2014)  
(IAW FAR 12.301(b)(2))**

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(c)(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(Applicable to solicitations issued by DoD, NASA, or the Coast Guard)

**252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)  
(IAW DFARS 225.7605)**

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)  
(IAW DFARS 247.574(a))**

(b) Representation.

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

ADDENDUM TO PROVISION 52.212-1

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**  
(IAW FAR 3.103-1)

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--  
(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**  
(IAW FAR 3.808(a))

**52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)**  
(IAW FAR 3.909-3 (a))

(Include in all solicitations except personal services when services are to be performed entirely by an individual rather than an employee of the contractor)

**252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)**  
(IAW DFARS 203.171-4(b), DFARS 212.301(f)(iv))

(Applicable to all solicitations, including solicitations for task and delivery orders)

**52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)**  
(IAW FAR 4.1804(a), FAR 12.301(d))

(Applicable to solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS number)

**52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**  
(IAW FAR 4.1008)

(Applicable in all solicitations)

**252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)**  
(IAW DFARS 204.7304(a))

**52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**  
(IAW FAR 9.104-7(b))

- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(Applicable to solicitations when the contract is expected to exceed \$550,000)

**52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**  
(IAW FAR 9.104-7(d))

- (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; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(Applicable to all solicitations)

**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (DEVIATION 2018-O0018)**  
(AUG 2018)  
(IAW DARS TRACKING # 2018-O0018)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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

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

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

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

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

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

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

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

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding the micro-purchase threshold and offers at any dollar value if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.)

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov> .

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(The above Clause/Provision has been modified.)

(Applicable when soliciting offers for commercial items)

**52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)**  
(IAW FAR 12.301(c))

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Evaluation Factors	Order of Importance
REFERENCE ATTACHMENT 6	

All evaluation factors other than cost or price, when combined, are REFERENCE ATTACHMENT 6.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(The above Clause/Provision has been modified.)

(Applicable when the use of evaluation factors is appropriate for Commercial Items - in solicitations for commercial items)

**252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018)**  
(IAW DFARS 215.408(6))

(Applicable in all solicitations)

**52.216-1 TYPE OF CONTRACT (APR 1984)**  
(IAW FAR 16.105)

The Government contemplates award of a (see individual line item) contract resulting from this solicitation.

**52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**  
(IAW FAR 16.506(f))

(Applicable to solicitations for indefinite quantities that may result in multiple contract awards)

(Applicable when the solicitation includes an option clause and does not include 52.217-4, Evaluation of Options Exercised at Time of Contract Award or 52.217-5, Evaluation of Options)

**52.217-5** **EVALUATION OF OPTIONS** (JUL 1990)  
(IAW FAR 17.208(c))

**252.219-7000** **ADVANCING SMALL BUSINESS GROWTH** (SEP 2016)  
(IAW FAR 219.309(1))

**52.225-25** **PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN  
ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND  
CERTIFICATIONS** (AUG 2018)  
(IAW FAR 25.1103(e))

(Applicable to all solicitations)

(Applicable in solicitations with intended performance outside the United States and Canada over \$13.5 million)

**252.225-7050** **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
COUNTRY THAT IS A STATE SPONSOR OF TERRORISM** (DEC 2018)  
(IAW DFARS 225.771-5)

(Applicable to solicitations for awards expected to be \$150,000 or more, that do not include FAR 52.204-7 or are for commercial satellite services)

**52.227-6** **ROYALTY INFORMATION** (APR 1984)  
(IAW FAR 27.202-5(a)(1))

NOTE: Refer to FAR clause 52.204-8 para c(2)(ix)(A)

(Applicable to negotiated orders for which royalty information is desired or for which cost or pricing data is obtained under 15.403)

**52.237-1** **SITE VISIT** (APR 1984)  
(IAW FAR 37.110(a))

(Applicable except for construction when specifying work on a Government installation)

**252.237-7024** **NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES** (OCT 2010)  
(IAW DFARS 237.7603(b))

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment 11, Mission Essential Contractor Services, dated 00 - ??? - 0000 , during periods of crisis. The offeror shall—

(Applicable to solicitations for services that are in support of mission essential functions)

**252.239-7017** **NOTICE OF SUPPLY CHAIN RISK** (NOV 2013)  
(IAW DFARS 239.7306(a), DFARS 212.301(f)(xv)(C))