SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27.				(*	. THIS CONTRACT IS A 15 CFR 350)	RATED ORDER	UNDER DPAS	RATING DO: A1	Page 1
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. SOLICITAT FA8202-			5. SOL	CITATION TYPE SEALED BIDS (IFB) X	NEGOTIATED	SOLICITATION ISSUE DATE
AFLCMC WWAK 6072 FIR AVENUE HILL AIR FORCE B. BUYER: Trena Hel trena.held.1@us.a	ASE UT 84056-5820 Id/AFLCMC		1 2 8	SM HL BL SE	ACQUISITION IS X MALL BUSINESS JBZONE SMALL JSINESS RVICE-DISABLED V VNED SMALL BUSINES	/ETERAN-	WOMEN-OWI ELIGIBLE UN	SET ASIDE:	
	Offers will be received at the I provisions, representations cer 2:00PM							rated hereir	n. All offers are
10. ITEMS TO BE PUR	RCHASED (BRIEF DESCRIPTION) SERVICES Other Aircraft P	art and Auxiliary Equipment N	Manufacturii	ng					
11. IF OFFER IS ACCE INSERTS A DIFFEREN OFFERED PRICES FI THE TERMS AND COM	PTED BY THE GOVERNMENT WITHIN * T PERIOD) FROM THE DATE SET FORTH II IRM FOR THE ITEMS SOLICITED HEREIN AN NOTIONS STATED HEREIN.	CALENDAR DAYS (60 CALENDAR DAYS L N BLK 9 ABOVE, THE CONTRACTOR AGRE D TO ACCEPT ANY RESULTING CONTRAC *310	JNLESS OFFEROR EES TO HOLD ITS	12.	ADMINISTERED BY				CODE
13. CONTRACTOR (OFFEROR CODE	FACILITY CODE							SCD:C
	MITTANCE IS DIFFERENT ICH ADDRESS IN OFFER ICOUNT				it invoices to addre Ithority for Using C		BLOCK: 14	2304	41 USC 253
17.	Г	18.			FULL AND OPEN CON	1PETITION 20.		(c) ()	(c) ()
ITEM NO.	SCHI					UNIT stated he		T PRICE	AMOUNT grees to hold its
	ct ALL email correspon .1@us.af.mil. This acqu								
	s desiring to become a ource qualification stat	•		a qua	lification pa	ckage.	Please se	e Clause:	52.209-1 and the
	SEE LINI	E ITEM SCHEDULE	Ξ				Ceiling		
23.	ACCOUNTING AND APPROPRIATION	ON DATA SEE SCHEDULE					24. AWARD /	AMOUNT (FOR GOV	T USE ONLY)
X COPIES TO IDENTIFIED A	R IS REQUIRED TO SIGN THIS DOCUMENT A ISSUING OFFICE. CONTRACTOR AGREES TO BOVE AND ON ANY CONTINUATION SHEET AND CONDITIONS SPECIFIED HERFIN.	FURNISH AND DELIVER ALL ITEMS SETF	ORTH OR OTHER	RWISE	SHOWN	IN BLOCK		NY ADDITION	CITATION NUMBER IS OR CHANGES WHICH ITEMS:
	OFFEROR/CONTRACTOR		2	28. UNITI	ED STATES OF AM	ERICA (SIGN	IATURE OF CC	NTRACTING (OFFICER)
NAME AND TITLE OF	SIGNER (TYPE OR PRINT)	DATE SIGNED	N	NAME OF	CONTRACTING OFFICE	R			DATE SIGNED

	NO RESPONSE FOR THE REASONS CHECKED					
	CANNOT COMPLY WI	TH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT		
	CANNOT COMPLY WI	CANNOT COMPLY WITH SPECIFICATIONS				
	OTHER (Specify)					
	WE DO) BE RETAINED ON THE MAILING L	LIST FOR FUTURE PROCUREMENT OF THE TYPE OF		
NAME A	ND ADDRESS OF FIRM	(Include Zip Code)		SIGNATURE		
				TYPE OR PRINT NAME AND TITLE OF SIGNER		
FOLD FOLD						
FOLD 	SOLICITATION	 NO. FA82021				FOLD
	DUE: 23 A	UG 2018 2:00	PM			
	FROM:				AFFIX STAMP HERE	
		TO:				
			ATTN: Trena Held/AFLCM0 DEPARTMENT OF THE AIR AFLCMC WWAK 6072 FIR AVENUE BLDG 12 HILL AIR FORCE BASE UT 8	FORCE, DIRECTORATE OF CONTRACTING 233		

PART I - THE SCHEDULE SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

PART I - THE SCHEDULE SECTION B

A. THE PURPOSE OF THIS SOLICITATION IS TO ESTABLISH AN IDIQ CONTRACT FOR THE PURCHASE OF A-10 THUNDERBOLT ADVANCED-WING CONTINUATION KITTING (ATTACK) WING ASSEMBLIES FOR THE A-10. THIS IDIQ CONTRACT WILL HAVE A BASIC FIVE-YEAR ORDERING PERIOD BEGINING AT CONTRACT AWARD, TWO ONE-YEAR OPTIONAL ORDERING PERIODS THEREAFTER, AND A FOUR-YEAR DELIVERY PERIOD FOLLOWING THE END OF THE ORDERING PERIODS.

- B. FAILURE OF THE GOVERNMENT TO PURCHASE SUCH ITEMS IN THE AMOUNTS OR QUANTITIES DESCRIBED IN THE SCHEDULE AS "ESTIMATED" OR "MAXIMUM" WILL NOT ENTITLE THE CONTRACTOR TO ANY EQUITABLE ADJUSTMENT IN PRICE.
- C. In Accordance with FAR 52.216-22(b), "Indefinite Quantity"
 - 1. Contract Minimum is defined as:

1 First Article AND 3 EA Low Rate Initial Production Articles (for a Total of 4)

2. Contract Maximum single item is defined as:

112 Each of wing sets and 15 kits

D. Periods of Contract Performance (to begin upon date of basic contract award announcement):

*Each year represents 365 days

Contract Period

Ordering Period (Year 1)

Ordering Period (Year 2)

Ordering Period (Year 2)

Ordering Period (Year 3)

Ordering Period (Year 3)

Ordering Period (Year 4)

Ordering Period (Year 5)

Optional Ordering Period (Year 6)

Optional Ordering Period (Year 7)

From dd/mm/yyyy through dd/mm/yyyy

From dd/mm/yyyy through dd/mm/yyyy

From dd/mm/yyyy through dd/mm/yyyy

From dd/mm/yyyy through dd/mm/yyyy

E: CONTRACTORS DESIRING TO BECOME APPROVED SOURCES ARE TO FOLLOW THE INSTRUCTIONS IN THE ATTACHED QUALIFICATIONS REQUIREMENTS DOCUMENT. ALL QUALIFICATION PACKAGES MUST BE SUBMITTED NO LATER THAN 45 DAYS PRIOR TO THE CLOSING DATE ON THE SOLICITATION IN ORDER TO BE REVIEWED FOR APPROVAL OR DISAPPROVAL FOR THIS EFFORT. AWARD WILL NOT BE UPHELD PENDING REVIEW; THEREFORE; IT IS CRITICAL THAT QUALIFICATION PACKAGES ARE RECEIVED NO LATER THAN THIS DATE. THE SOONER THE PACKAGES CAN BE SUBMITTED THE BETTER.

- F: CURRENTLY THE GOVERNMENT OWNS MASTER TOOLING AND PRODUCTION TOOLING ASSOCIATED WITH THE TECHNICAL REQUIREMENTS OF THIS ACQUISITION. A GFE LIST IS ATTACHED. PLEASE REQUEST ELECTONIC VERSION IF NEEDED.
- G: THIS SOLICITATION ALLOWS CONTRACTORS TO SUBMIT CUSTOMARY PROGRESS PAYMENTS FOR FIRST ARTICLE AND LRIPS IN ORDER TO PROCURE LONG-LEAD ITEMS. THE GOVERNMENT MAY ENTERTAIN CONVERSION TO PERFORMANCE BASED PAYMENTS AFTER AWARD TO BE NEGOTIATED. CONTRACTOR REQUESTING PERFORMANCE BASED PAYMENTS WOULD THEN PROVIDE A DRAFT MILESTONE SCHEDULE FOR GOVERNMENT REVIEW. THE MILESTONE SCHEDULE WILL BE NEGOTIATED WITH THE POTENTIAL AWARDEE (OR ACTUAL AWARDEE).
- H: EACH CONTRACTOR IS TO SUBMIT A LIST OF ITEMS THEY CONSIDER TO BE LONG-LEAD ITEMS. CONTRACTORS SHALL ACCOUNT FOR LONG-LEAD ITEMS IN THEIR PROPOSED PERFORMANCE BASED-PAYMENTS (IF APPLICABLE). THE LONG-LEAD ITEMS WILL BE APPROVED/DISAPPROVED AS PART OF THE NEGOTIATIONS OF PERFORMANCE PAYMENTS (WITH POTENTIAL AWARDEE)
- I: DUE TO THE LIMITED NUMBER OF DATA HARD DRIVES AVAILABLE THEY WILL ONLY BE SENT TO CONTRACTORS INTERESTED IN BEING A PRIME CONTRACTOR FOR THIS EFFORT. PRIME CONTRACTORS WILL HAVE 10 DAYS FROM THE DAY THE HARD DRIVE IS SENT TO THE DAY THE HARD DRIVE IS RETURNED TO THE GOVERNMENT.
- J: CONTRACTORS ARE TO INCLUDE ALL COSTS ASSOCIATED WITH FIRST ARTICLE AND LOW RATE INITIAL PRODUCTION UNIT INSPECTION AND TESTING ON THE ASSOCIATED CLINS.
- K: LESS THAN A TRUCKLOAD SHIPMENT IS ACCEPTABLE AT NO INCREASE IN COST TO THE GOVERNMENT. EARLY DELIVERY WILL REQUIRE APPROVAL FROM GOVERNMENT CONTRACT ADMINISTRATOR. IF APPROVAL IS GRANTED, IT WILL BE AT NO INCREASE IN COST TO THE GOVERNMENT.
- L: THE MAXIMUM PRODUCTION RATE REQUIRED FOR THIS CONTRACT ARE 4 WINGS PER MONTH.
- M: PER DISTRIBUTION STATEMENT E, CONTRACTORS ARE NOT ALLOWED TO DISTRIBUTE TECHNICAL ORDERS TO THIRD PARTIES DURING THE BIDDING PROPOSAL PERIOD.
- N: THE GOVERNMENT MAY HAVE CONTRACTS IN PLACE OR IN THE PROCESS OF BEING IN PLACE WITH SUBCONTRACTOR(S) THAT MAY OVERLAP WITH THE ATTACK WRP CONTRACT. THE PRIME OR SUBCONTRACTOR(S) SHALL NOT HAVE AGREEMENTS IN PLACE THAT DO NOT ALLOW THE GOVERNMENT TO PROCURE THE SAME PARTS FROM THE SAME OR ALTERNATE SUPPLIERS.
- O: THE AWARDEE'S TECHNICAL PROPOSAL WILL BE INCORPORATED BY REFERENCE INTO THE CONTRACT AT TIME OF AWARD. IN THE EVENT THERE ARE DISCREPANCIES BETWEEN THE TECHNICAL PROPSAL AND THE GOVERNMENT SPECIFICATIONS (SOW/TDP, AND OTHER ATTACHMENTS), THE GOVERNMENT SPECIFICATIONS WILL TAKE PRECEDENCE. SPECIFIC STRENGTHS THAT ARE IDENTIFIED AS SUCH DURING THE EVALUATION PHASE OF THIS SOURCE SELECTION MAY BE INCORPORATED DIRECTLY INTO THE LANGUAGE OF THE CONTRACT.

- P: IN ACCORDANCE WITH FAR 52.245-1 AND SOW PARAGRAPH 3.4.1.2, THE GOVERNMENT INTENDS TO OBTAIN ANY SPECIALIZED TOOLING CREATED FOR THIS PROGRAM. COSTS FOR SPECIALIZED TOOLING ARE TO BE PRICED INTO THE FFP UNIT PRICE OF THE WINGS.
- Q: MULTIPLE ORDERS IN THE SAME ORDERING PERIOD MAY BE COMBINED TO ALLOW FOR QUANTITY BREAKS IN PRICE. ORDERS PLACED WITHIN 180 DAYS AFTER THE FIRST ORDER, BUT DURING THE SAME ORDERING PERIOD, WILL BE COMBINED TO ACCOUNT FOR ADDITIONAL QUANTITY AND RESULTING QUANTITY PRICE BREAK.
- R: ANY ORDER ISSUED AGAINST THE ENGINEERING SERVICES CLIN WILL BE NEGOTIATED INDIVIDUALLY AT THE TIME OF ORDER. IT IS ANTICIPATED THAT A PROFESSIONAL EMPLOYEE EVALUATION PLAN WILL ALSO BE REQUIRED AT THAT TIME.
- S. <u>NOTICE OF NON-GOVERNMENT ADVISOR:</u> IAW FAR 9.505-4(b), "A CONTRACTOR THAT GAINS ACCESS TO PROPRIETARY INFORMATION OF OTHER COMPANIES IN PERFORMING ADVISORY AND ASSISTANCE SERVICES FOR THE GOVERNMENT MUST AGREE WITH THE OTHER COMPANIES TO PROTECT THEIR INFORMATION FROM UNAUTHORIZED USE OR DISCLOSURE FOR AS LONG AS IT REMAINS PROPRIETARY AND REFRAIN FROM USING THE INFORMATION FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS FURNISHED. THE CONTRACTING OFFICER SHALL OBTAIN COPIES OF THESE AGREEMENTS AND ENSURE THAT THEY ARE PROPERLY EXECUTED."

IAW Dod Source Selection Mandatory Procedure, Paragraph 1.4.6.2, the use of this Non-Government advisor (one individual) has been approved by the source selection authority.

IAW Dod Source Selection Mandatory Procedure, Paragraph 1.4.6.2.1, a conflict of interest determination has been made by the PCO and Legal Counsel; no conflicts exist. Also, per this Mp, this note constitutes the notice to offerors that an individual from <u>Pesystems Inc.</u> Will be supporting the source selection. The support provided will be administrative in nature. The advisor will not have direct access to any offeror's proposal; however, the advisor may be exposed to an offeror's proprietary information and/or other source selection sensitive information during the course of this source selection. Therefore, the notification requirements of far 9.505-4 and the dod Mp are being complied with.

THE RELEASE OF PROPOSAL INFORMATION TO NON-GOVERNMENT ADVISORS WILL BE SUBJECT TO THE CONTROLS OUTLINED IN DOD SOURCE SELECTION PROCEDURES, PARAGRAPH 1.4.6.2. PAST PERFORMANCE INFORAMTION SHALL NOT BE DISCLOSED TO NON-GOVERNMENT ADVISORS. NON-GOVERNMENT ADVISORS ARE PROHIBITED FROM PROPOSAL RATING, RANKING, VOTING, OR RECOMMENDING THE SELECTION OF A SOURCE.

IAW FAR 9.505-4(b), PLEASE CONTACT PE SYSTEMS TO COMPLETE THE NECESSARY NON-DISCLOSURE AGREEMENTS BETWEEN COMPANIES. THE POINT OF CONTACT AT PE SYSTEMS TO ENTER INTO THE APPROPRIATE NON-DISCLOSURE AGREEMENT IS AS FOLLOWS:

WILLIAM D. COOPER, JR. (DOUG) VP OF CONTRACTS, COMPLIANCE AND ETHICS PESYSTEMS INC. WCOOPER@pesystems.com

A-10 THUNDERBOLD ADVANCED-WING CONTINUATION KITTING (ATTACK)

All Contractors Must Submit First Article (FA)

Item No. 0001

NSN: 1560 FJ

Manufacturer Part Number 03640 162D610010-1001 0JRC1 162D610010-1001 0PXV4 162D610010-1001 1909A 162D610010-1001 4ATM5 162D610010-1001

Priority: R ROUTINE

Limitations of Liability: Other Than High Value Item

Inspection: Origin Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required 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.) . Tailoring

Title Number Date

ISO 9001-2008 2008

Buy American Act/Balance of Payments Program

IUID Required: Yes

FIRST ARTICLE DATA

All Contractors Must Submit First Article (FA)

Item No. 0001AA

Firm Fixed Price

Quantity U/I **Unit Price**

Amount LO Not Separately Priced Not Separately Priced

DATA

DATA IAW DD 1423S, SOW, AND ATTACHMENTS

FIRST ARTICLE DATA

All Contractors Must Submit First Article (FA)

Data in support of Contract Line Items in accordance with attached Statement of Work, CDRLS and attachments. CDRLS include A001-A043 (A015, A018, and A031 do NOT exist for this effort).

Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Destination

Exhibit: AA

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

Delivery IAW DD 1423s

FIRST ARTICLE

All Contractors Must Submit First Article (FA)

Item No. 0001AB

Firm Fixed Price

Quantity U/I Unit Price Amount

I EA

 FA

First Article

FIRST ARTICLE - SAME AS BASIC LINE ITEM ABOVE

Acceptance occurs in accordance with SOW requirements 3.4.3.6.

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required
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

Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE F.O.B.

B FB2029 DESTINATION

Type / Ship To PACRN Mark For

B FB2029 PAA First Article submitted for inspection, at Bldg 590
Type / Ship To Quantity (U/I) *ARO Contract _ Req No / Pri

Required Delivery

B FB2029 1 EA *3 CAL Year

FIRST	ARTICLE
-------	---------

All Contractors Must Submit First Article (FA)

Proposed Delivery

B FB2029 1 EA

LOW RATE INITIAL PRODUCTION UNIT (LRIP) NUMBER ONE

Item No. 0001AC

Firm Fixed Price

Quantity U/I Unit Price Amount

EA

PROD

Production Article

LOW RATE INITIAL PRODUCTION UNIT

Acceptance occurs in accorance with SOW requirements 3.4.3.7.

Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Origin

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required 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

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE F.O.B.

B FB2029 DESTINATION

Type / Ship To PACRN Mark For

B FB2029 PAB "Low Rate Initial Production Piece," requires operational checks

and functional flight checks prior to acceptance, at BLDG 590

Type / Ship To Quantity (U/I) *ARO Delivery of _ Req No / Pri

First Article

Required Delivery

B FB2029 1 EA *3 Months

Proposed Delivery

B FB2029 1 EA

LOW RATE INITIAL PRODUCTION UNIT (LRIP) NUMBER TWO

Item No. 0001AD

Firm Fixed Price

Quantity U/I Unit Price Amount

EA

PROD

Production Article

LOW RATE INITIAL PRODUCTION UNIT

Acceptance occurs in accorance with SOW requirements 3.4.3.7.

Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required
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

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE F.O.B.

B FB2029

DESTINATION

Type / Ship To PACRN Mark For

B FB2029 PAC "Low Rate Initial Production Piece," requires operational checks

and functional flight checks prior to acceptance, at BLDG 590

Type / Ship To Quantity (U/I) *ARO Delivery of _ Req No / Pri

0001AC

Required

Delivery

B FB2029 1 EA *8 Weeks

Proposed

Delivery

B FB2029 1 EA

LOW RATE INITIAL PRODUCTION UNIT (LRIP) NUMBER THREE

Item No. 0001AE

Firm Fixed Price

Quantity U/I Unit Price Amount

EA

PROD

Production Article

LOW RATE INITIAL PRODUCTION UNIT

Acceptance occurs in accorance with SOW requirements 3.4.3.7.

LOW RATE INITIAL PRODUCTION UNIT (LRIP) NUMBER THREE

Priority: R **ROUTINE**

Limitations of Liability: High Value Item

Inspection: Origin

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required 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

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE F.O.B.

B FB2029

DESTINATION

Type / Ship To **PACRN** Mark For

B FB2029 PAD "Low Rate Initial Production Piece," requires operational checks

and functional flight checks prior to acceptance, at BLDG 590

Type / Ship To Quantity (U/I) *ARO Delivery of Reg No / Pri

0001AD

Required Delivery

> B FB2029 1 EA *8 Weeks

Proposed

Delivery

B FB2029 1EA

PACKAGING, SHIPPING AND DISPOSITION OF TOOLING

Shipping, Packaging, and Disposition of Tooling

Item No. 0002

Cost Reimbursement - No Fee

Quantity U/I Est Unit Cost LO To be Determined **Total Estimated Cost** To be Determined

SHIP

Packaging, Shipping, and Disposition of Tooling

Purpose of this CLIN is to cover costs associated with Packaging, Shipping and/or Disposition of Government Tooling

RESTART COSTS - POTENTIAL

Potential Re-start Costs

Item No. 0003

Cost Reimbursement - No Fee

Quantity U/I Est Unit Cost

Total Estimated Cost

RESTART COSTS - POTENTIAL

Potential Re-start Costs

1 LO To be Determined To be Determined

NRE

POTENTIAL RESTART COSTS

The purpose of this CLIN is to provide an opportunity to negotiate potential restart costs associated with this effort due to a break in production. This CLIN may be negotiated only if there is both a break in production and an order placed following the break in production. The parties agree to negotiate restart costs associated with this effort should there be a break in production, if so requested by the contractor. A break in production is defined as a lack of an additional wing assembly purchase order being placed at least 18 months prior to the last wing assembly delivery date. In order to negotiate restart costs there must be both a break in production and an order placed following the break in production. Merely discontinuing to place orders on the contract does not allow the contractor an opportunity to negotiate restart costs or costs associated with a break in production. The break in production definition applies to the gap between LRIP and FRP, in addition to potential gaps between FRP orders. Early delivery of wing assemblies, accepted by the Government, will not be used in the determination of a break in production. Additionally the rate at which the contractor chooses to build wing assemblies will not be used in the determination of a break in production. Negotiations of this CLIN will only be opened in the event there is a break in production. The Government does not intend to have a break in production for this effort. In the event there is a break in production the restart costs (not to include changes to unit pricing) may be negotiated between the A-10 System Program Office (SPO) and the contractor at that time.

ENGINEERING SUPPORT SERVICES

Engineering Support Services

Item No. 0004

Cost Plus Fixed Fee

Quantity U/I Estimated Cost Fixed Fee Est Total Cost

LO

OVER

Over and Above

Over and above

Contractor will provide Engineering Support Services as needed in accordance with SOW paragraph 3.2.8.

Limitations of Liability: Other Than High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Standard Inspection

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 1 LO TBD

Proposed Delivery

A FB2029 1 LO

INCENTIVE FEE

<u>Item No.</u> 0005

Firm Fixed Price

INCENTIVE FEE

Quantity U/I Unit Price
1 LO

Total Target Price
See Attachment

NSN: 9999 Incentive Fee Incentive Fee

Incentive for early delivery of first article and additional incentive possible for LRIP(s). See SOW paragraph 3.2.7. The fee will

be based on delivery date.

See Incentive Fee Attachment for incentive fee calculations, definitions and rules for obtaining this incentive.

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Standard Inspection

Delivery Schedule for incentive(s) is outlined in the Incentive Fee Attachment to the contract.

KITS

Item No. 0006

NSN: 1560 FJ

The contractor shall provide kits IAW SOW Attachment E. Up to a total of 15 kits may be ordered in total - made up of any combination of multiple kits or one single kit multiple times.

Buy American Act/Balance of Payments Program

Kit A

Item No. 0006AA

Firm Fixed Price

Quantity U/I Unit Price Amount

EΑ

NSN: 1560-K0-160-6073 FJ Psuedo NSN - 1560 - K0106073A

<u>Manufacturer</u> <u>Part Number</u> 1560K016073AFJ

Limitations of Liability: Other Than High Value Item

Kit A

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required
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

Buy American Act/Balance of Payments Program

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 EA TBD

Proposed Delivery

A FB2029 EA

Kit B

Item No. 0006AB

Firm Fixed Price

Quantity U/I Unit Price Amount

ŁΑ

NSN: 1560-K0-160-6073 FJ Psuedo NSN - 1560 - K0106073B

ManufacturerPart Number1560K016073BFJ

Limitations of Liability: Other Than High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required
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

Buy American Act/Balance of Payments Program

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 EA TBD

Proposed Delivery

Kit B A FB2029 EΑ Kit C Item No. 0006AC Firm Fixed Price Quantity **Unit Price** <u>Amount</u> U/I EΑ NSN: 1560-K0-160-6073 FJ Psuedo NSN - 1560 - K0106073C <u>Manufacturer</u> Part Number 1560K016073CFJ Limitations of Liability: Other Than High Value Item Inspection: Origin Acceptance: Origin Inspection/Acceptance Report: Receiving Report Required 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 Buy American Act/Balance of Payments Program Type / Ship To Quantity (U/I) To be determined _ Req No / Pri Required Delivery A FB2029 EΑ TBD Proposed Delivery EΑ A FB2029 Kit D Item No. 0006AD Firm Fixed Price Quantity **Unit Price Amount** U/I EΑ NSN: 1560-K0-160-6073 FJ Psuedo NSN - 1560 - K0106073D Manufacturer Part Number 1560K016073DFJ

Limitations of Liability: Other Than High Value Item

Kit D

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required
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

Buy American Act/Balance of Payments Program

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 EA TBD

Proposed Delivery

A FB2029 EA

Kit E

Item No. 0006AE

Firm Fixed Price

Quantity U/I Unit Price Amount

EΑ

NSN: 1560-K0-160-6073 FJ Psuedo NSN - 1560 - K0106073E

<u>Manufacturer</u> <u>Part Number</u> 1560K016073EFJ

Limitations of Liability: Other Than High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required
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

Buy American Act/Balance of Payments Program

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 EA TBD

Proposed Delivery Kit E A FB2029 EA

DATA

<u>Item No.</u> 0007

> DATA DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: BB

ORDERING PERIOD ONE - DATA

Data - Ordering Period One

Item No. 0007AA

Not Separately Priced

Quantity U/I Unit Price LO NSP

DATA DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: DA

ORDERING PERIOD TWO - DATA

Data - Ordering Period Two

Item No. 0007AB

Not Separately Priced

QuantityU/IUnit Price1LONSP

DATA DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: DB

ORDERING PERIOD THREE - DATA

Data - Ordering Period Three

Item No. 0007AC

Not Separately Priced

QuantityU/IUnit Price1LONSP

DATA

Amount

ORDERING PERIOD THREE - DATA

Data - Ordering Period Three

DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: AC

ORDERING PERIOD FOUR - DATA

Data - Ordering Period Four

Item No. 0007AD

Firm Fixed Price

Quantity U/I Unit Price

LO

DATA DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: DD

ORDERING PERIOD FIVE - DATA

Data - Ordering Period Five

Item No. 0007AE

Not Separately Priced

QuantityU/IUnit Price1LONSP

DATA DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: DE

ORDERING PERIOD SIX - DATA

Data - Ordering Period Six

Item No. 0007AF

Not Separately Priced

Quantity U/I Unit Price
1 LO NSP

DATA DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: DE

ORDERING PERIOD SEVEN - DATA

Data - Ordering Period Seven

Item No. 0007AG

Not Separately Priced

Ouantity U/I Unit Price
LO NSP

ORDERING PERIOD SEVEN - DATA

Data - Ordering Period Seven

DATA DATA

DATA IAW DD 1423-1 ATTACHED HERE TO

Exhibit: DG

PRODUCTION UNIT - WING

Year 1 Ordering Period

<u>Item No.</u> 1001

Firm Fixed Price From Quantity U/I EA	<u>To Quantity</u>	<u>Unit Price</u>
Quantity Range		
A 1 EA	5	EA
Quantity Range	3	LA
B EA	10	EA
Quantity Range C	10	LA
11 EA	15	EA
Quantity Range D		
16 EA	20	EA
Quantity Range		
E 21 EA	25	EA
Quantity Range		
F 26 EA	30	EA
Quantity Range		_,
G 31 EA	35	EA
Quantity Range	33	LA
Н	40	5 A
36 EA Quantity Range	40	EA
1		
41 EA Quantity Range	45	EA
J		
46 EA	50	EA
Quantity Range K		
51 EA	108	EA
NSN: 1560 FJ		Don't Number
<u>Manufacturer</u> 03640		<u>Part Number</u> 162D610010-1001
0JRC1		162D610010-1001
0PXV4		162D610010-1001
1909A		162D610010-1001
4ATM5		162D610010-1001
Priority: R	ROUTINE	

PRODUCTION UNIT - WING

Year 1 Ordering Period

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required 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

Buy American Act/Balance of Payments Program

IUID Required: Yes

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE

F.O.B.

A FB2029 ORIGIN

Type / Ship To PACRN Mark For A FB2029 PAE Account 09

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 1 EA TBD

1

Proposed Delivery

A FB2029 1 EA

1

Delivery will be identified on each individual order.

PRODUCTION UNIT - WING

Year 2 Ordering Period

Item No. 2001

Firm Fixed Price	:e		
From Quantity	/ U/I	To Quantity	Unit Price
	EA		
Quantity Rang	е		
Α			
1	EA	5	EA
Quantity Rang	е		
В			
6	EA	10	EA
Quantity Rang	е		
С			
11	EA	15	EA
Quantity Rang	е		
D			
16	EA	20	EA

PRODUCTION UNIT - WING Year 2 Ordering Period **Quantity Range** 21 EΑ 25 EΑ **Quantity Range** F EΑ 26 EΑ 30 Quantity Range G 31 EΑ 35 EΑ Quantity Range Н EΑ EΑ 36 40 **Quantity Range** 41 EΑ 45 EΑ **Quantity Range** EΑ EΑ 46 50 **Quantity Range** Κ EΑ 108 EΑ NSN: 1560 FJ **Manufacturer** Part Number 03640 162D610010-1001 0JRC1 162D610010-1001 0PXV4 162D610010-1001 1909A 162D610010-1001 4ATM5 162D610010-1001 **ROUTINE** Priority: R Limitations of Liability: High Value Item Inspection: Origin Acceptance: Origin Inspection/Acceptance Report: Receiving Report Required 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 Buy American Act/Balance of Payments Program IUID Required: Yes ☐ Transportation From Continental United States CONUS (CONUS) Sources TYPE / SHIP TO CODE F.O.B. A FB2029 ORIGIN Type / Ship To **PACRN** Mark For A FB2029 PAF Account 09 Type / Ship To Quantity (U/I) To be determined _ Reg No / Pri

TBD

Required Delivery

A FB2029

1 EA

PRODUCTION UNIT - WING

Year 2 Ordering Period

Proposed Delivery

A FB2029 1 EA

Delivery will be identified on each individual order.

PRODUCTION UNIT - WING

Year 3 Ordering Period

<u>Item No.</u> 3001

Firm Fixed Price From Quantity U/ EA		<u>Unit Price</u>
Quantity Range		
A 1 EA Quantity Range	5	EA
B 6 EA Quantity Range	. 10	EA
C 11 EA Quantity Range D	15	EA
16 EA Quantity Range E	20	EA
21 EA Quantity Range F	25	EA
26 EA Quantity Range	30	EA
G 31 EA Quantity Range H	35	EA
36 EA Quantity Range	40	EA
I 41 EA Quantity Range	45	EA
J 46 EA Quantity Range	50	EA
K 51 EA	108	EA
NSN: 1560 FJ Manufacturer 03640 OJRC1 OPXV4 1909A		Part Number 162D610010-1001 162D610010-1001 162D610010-1001 162D610010-1001

PRODUCTION UNIT - WING

Year 3 Ordering Period

4ATM5 162D610010-1001

ROUTINE Priority: R

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required 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

Buy American Act/Balance of Payments Program

IUID Required: Yes

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE F.O.B.

A FB2029 ORIGIN

Type / Ship To **PACRN** Mark For A FB2029 Account 09 PAG

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

TBD A FB2029 1 EA

1

Proposed Delivery

A FB2029 1EA

Delivery will be identified on each individual order.

PRODUCTION UNIT - WING

Year 4 Ordering Period

EΑ

Item No. 4001

Firm Fixed Price

From Quantity U/I To Quantity **Unit Price** EΑ

Quantity Range

Α

EΑ EΑ 5 1

Quantity Range

В

EΑ 10 EΑ

Quantity Range

С

15

EΑ

11 **Quantity Range**

Year 4 Ordering Period 16 EΑ 20 EΑ **Quantity Range** Ε 21 EΑ 25 EΑ **Quantity Range** F 26 EΑ 30 EΑ **Quantity Range** 31 $\mathsf{E}\mathsf{A}$ 35 EΑ Quantity Range Н EΑ EΑ 36 40 **Quantity Range** 41 EΑ 45 EΑ **Quantity Range** J EΑ 46 EΑ 50 **Quantity Range** 51 EΑ 108 EΑ NSN: 1560 FJ Manufacturer Part Number 03640 162D610010-1001 0JRC1 162D610010-1001 0PXV4 162D610010-1001 1909A 162D610010-1001 4ATM5 162D610010-1001 **ROUTINE** Priority: R Limitations of Liability: High Value Item Inspection: Origin Acceptance: Origin Inspection/Acceptance Report: Receiving Report Required 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.) Number Title Date **Tailoring** ISO 9001-2008 2008 Buy American Act/Balance of Payments Program IUID Required: Yes ☐ Transportation From Continental United States CONUS (CONUS) Sources TYPE / SHIP TO CODE F.O.B. A FB2029 ORIGIN Type / Ship To **PACRN** Mark For A FB2029 PAH Account 09 Type / Ship To Quantity (U/I) To be determined _ Reg No / Pri

Required Delivery **PRODUCTION UNIT - WING**

			PRODUCTION UNIT - WING
			Year 4 Ordering Period
	A FB2029	1 EA 1	TBD
Proposed Delivery	l		
	A FB2029	1 EA 1	

Delivery will be identified on each individual order.

PRODUCTION UNIT - WING

Year 5 Ordering Period

<u>Item No.</u> 5001

Firm Fixed Price From Quantity U/I EA	To Quantity	<u>Unit Price</u>
Quantity Range		
A 1 EA	5	EA
Quantity Range	3	LA
В		
6 EA	10	EA
Quantity Range		
C	15	ГΛ
11 EA Quantity Range	15	EA
D Range		
16 EA	20	EA
Quantity Range		
E		
21 EA	25	EA
Quantity Range F		
26 EA	30	EA
Quantity Range		
G		
31 EA	35	EA
Quantity Range		
H 36 EA	40	EA
Quantity Range	40	EA
41 EA	45	EA
Quantity Range		
J		
45 EA	50	EA
Quantity Range K		
51 EA	108	EA
NSN: 1560 FJ		
<u>Manufacturer</u>		Part Number
03640		162D610010-1001
0JRC1		162D610010-1001

PRODUCTION UNIT - WING Year 5 Ordering Period

 0PXV4
 162D610010-1001

 1909A
 162D610010-1001

 4ATM5
 162D610010-1001

Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required
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

Buy American Act/Balance of Payments Program

IUID Required: Yes

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE F.O.B.

A FB2029 ORIGIN

Type / Ship To PACRN Mark For A FB2029 PAI Account 09

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 1 EA TBD

1

Proposed Delivery

A FB2029 1 EA

Delivery will be identified on each individual order.

PRODUCTION UNIT - WING

Year 6 OPTIONAL Ordering Period

<u>Item No.</u> 6001

Firm Fixed Price
From Quantity U/I To Quantity Unit Price
EA

Quantity Range
A
1 EA 5 EA
Quantity Range
B
6 EA 10 EA
Quantity Range
C

11 EA 15 EA

PRODUCTION UNIT - WING

Year 6 OPTIONAL Ordering Period

		Ye	ar 6 OPTIC	ONAL Order	ing Period				
Quantity Range									
D									
16 E <i>i</i>	A 2	20	EA						
Quantity Range									
E									
21 E/	A 2	25	EA						
Quantity Range									
F									
26 E/	۸ :	30	EA						
	А .	50	LA						
Quantity Range									
G		\							
31 E/	A :	35	EA						
Quantity Range									
Н									
36 EA	A 4	10	EA						
Quantity Range									
1									
41 E/	A 4	15	EA						
Quantity Range									
J									
46 E/	Δ	50	EA						
Quantity Range	,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,							
K									
	۸ 1	100	ГΛ						
51 E/	A I	108	EA						
NSN: 1560 FJ									
Manufacturer			Part Num						
03640				010-1001					
0JRC1			162D610	010-1001					
0PXV4			162D610	010-1001					
1909A			162D610	010-1001					
4ATM5			162D610	010-1001					
Priority: R		ROUTINE							
Ž									
Limitations of Lia	ability	: High Value Item							
	,	3							
Inspection: Origin	n								
Acceptance: Or									
		a Danarti Dagalidir	a Donart	Doguirod					
		e Report: Receivir			1-				
		Higher Level Contrac							
	naii co	omply with the stand				е, спеск тпе арр		ıdar	ra.)
Title				umber	Date		Tailoring		
ISO			90	01-2008		2008			
Buy American Act	t/Bala	ance of Payments Pr	ogram						
IUID Required: Ye	es	-	_						
·									
☐ Transportation	on Fro	om Continental Uni	ted States	CONUS (CO	NUS) Sources				
TYPE / SHIP TO CO			O.B.	(,				
<u>111 2 7 01 111 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0</u>	ODL	<u> </u>	.о.в.						
A FB2029			ORIGIN						
		'	PACRN		Mark For				
Type / Ship To A FB2029			PACKIN		Account 09				
	,	Quantity (LL/I)	ΓAΙ	To bo dot			Dog No	,	Dr:
Type / Ship To	(Quantity (U/I)		To be det	ermined _		Req No	/	Pri

			PRODUCTION UNIT - WING
			Year 6 OPTIONAL Ordering Period
Required Delivery			
•	A FB2029	1 EA 1	TBD
Proposed Delivery			
,	A FB2029	1 EA 1	

Delivery will be identified on each individual order.

PRODUCTION UNIT - WING

Year 7 OPTIONAL Ordering Period

<u>Item No.</u> 7001

Firm Fixed Price From Quantity L E	<u>J/I</u> EA	To Quantity	<u>Unit Price</u>
Quantity Range			
A		_	F.4
_	ΞA	5	EA
Quantity Range B			
	Α	10	EA
Quantity Range			
С			
	Α	15	EA
Quantity Range			
D 16 E	Α	20	EA
Quantity Range	-A	20	LA
E			
21 E	Α	25	EA
Quantity Range			
F			
	ΞA	30	EA
Quantity Range G			
	Α	35	EA
Quantity Range			_, .
Н			
	Α	40	EA
Quantity Range			
1 41 E	Α	45	EA
Quantity Range	:A	40	EA
J			
	Α	50	EA
Quantity Range			
K			
	ΞA	108	EA
NSN: 1560 FJ <u>Manufacturer</u>			Part Number
<u>ivialiulactulel</u>			i ai t Nullinei

PRODUCTION UNIT - WING

Year 7 OPTIONAL Ordering Period

 03640
 162D610010-1001

 0JRC1
 162D610010-1001

 0PXV4
 162D610010-1001

 1909A
 162D610010-1001

 4ATM5
 162D610010-1001

Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required
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

Buy American Act/Balance of Payments Program

IUID Required: Yes

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE F.O.B.

A FB2029 ORIGIN

Type / Ship To PACRN Mark For A FB2029 PAI Account 09

Type / Ship To Quantity (U/I) To be determined _ Req No / Pri

Required Delivery

A FB2029 1 EA TBD

1

Proposed Delivery

A FB2029 1 EA

Delivery will be identified on each individual order.

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: A FB2029

DDHU HILL FACILITY

CENTRAL RECEIVING BLDG 849W

5851 F AVE

HILL AIR FORCE BASE UT 84056-5713

UNITED STATES

MARK FOR: (See Individual Line Item)

REQUISITION NUMBER: (See Individual Line Item) REQUISITION PRIORITY: (See Individual Line Item)

AWARD NUMBER:

TYPE/CODE: B 1423

IAW DD FORM 1423

MARK FOR: (See Individual Line Item)

REQUISITION NUMBER: (See Individual Line Item) REQUISITION PRIORITY: (See Individual Line Item)

AWARD NUMBER:

TYPE/CODE: B FB2029

809 MXSS/MXDEB

BLDG 849 ATTN: NON-ACCOUNTABLE BAY

(DEAR JOHN BAY)

TRANSPORTATION OFFICE

HILL AIR FORCE BASE UT 84056-5713

UNITED STATES

MARK FOR: (See Individual Line Item)

REQUISITION NUMBER: (See Individual Line Item) REQUISITION PRIORITY: (See Individual Line Item)

AWARD NUMBER:

PART I - THE SCHEDULE SECTION D PACKAGING AND MARKING

Requirements set forth below shall apply to any contract issued thereon and will take precedence over other inconsistent requirements herewith. All standards, bulletins, and publications referenced herein shall be of the issue in effect on the date of this document.

1. PHYSICAL MARKING OF ITEMS:

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

2. PACKAGE AND CONTAINER MARKING: Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.

MIL-STD-129:

Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized:

Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.

When applicable, the Air Force project designator code shall be included as the last line of the address marking the project name related to the project code shall be marked in the clear on the exterior shipping container.

Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

All interior packages and shipping containers for articles and materials classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P 4030.19 shall be marked, regardless of exemption of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) – 1 qt.

On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packing lists shall be placed only inside the containers.

Special markings for packaging and containers when specified on AFMC Form 158 shall be complied with as a part of MIL-STD-129.

All special coated terneplate containers shall be marked with the legend "CAUTION—DO NOT REUSE AS FOOD CONTAINERS."

Bar code markings in accordance with MIL-STD-129 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13 digit contact number (plus, if applicable, the four digit call number). Excluded from Bar Code Markings are:

Foreign Military Sales
Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.

MIL-STD-2073 – Military Standard Packaging also applies to this contract.

PART I - THE SCHEDULE SECTION E INSPECTION AND ACCEPTANCE

FIRST ARTICLE TEST, CERTIFICATION AND DISPOSITION REQUIREMENTS (FEB 1998) (IAW FAR 9.308-2)

Test criteria are as follows:

0001	(See Below)
Lot/Item	Contractor Test/Inspection Requirements

Government Testing Requirements IAW SOW

Disposition of the First Article shall be as follows:

Lot/Item	Approved	
0001	Remain on Aircraft/Equipment	

Lot/Item	Disapproved	
0001	Retained by:	809 MXSG/MXD pending instructions from contractor.

(Applicable when a fixed-price contract is contemplated and it is intended that the contract require first article approval and that the Government will be responsible for conducting the first article test)

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(IAW FAR 46.302)

(Applicable for supplies, services furnishing of supplies, fixed-price and exceeds the simplified acquisition threshold)

52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (MAY 2001)

(IAW FAR 46.303)

(Applicable for cost-reimbursement supplies or services furnishing supplies)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(IAW FAR 46.304)

(Applicable for fixed-price services, or supplies furnishing services over the simplified acquisition threshold)

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(IAW FAR 46.305)

(Applicable for cost-reimbursement services, or supplies furnishing services)

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)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(IAW DFARS 246.370)

(Applicable for deliverable supplies or hardware)

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:		

PART I - THE SCHEDULE SECTION F DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(IAW FAR 11.404(a)(2))

DELIVERY FOR EACH ITEM IS ANNOTATED IN THE SCHEDULE (PART I SECTION B) UNDER EACH LINE ITEM.

(Applicable when the Government desires delivery by a certain time but requires delivery by a specified later time, and the delivery schedule is to be based on the date of the contract)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

(IAW FAR 11.703(b))

(Applicable when fixed-price supplies are furnished)

52.242-15 STOP-WORK ORDER (AUG 1989)

(IAW FAR 42.1305(b)(1))

(Applicable for supplies, services, or research and development)

52.242-15 STOP-WORK ORDER -- ALTERNATE I (APR 1984)

(IAW FAR 42.1305(b)(2))

(Applicable for Cost-reimbursement line items)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(IAW FAR 42.1305(c))

(Applicable to fixed-price for supplies other than commercial or modified-commercial items)

52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)

(IAW FAR 47.303-2(c))

(Applicable to f.o.b. origin at contractor's facility)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(IAW FAR 47.303-6(c))

(Applicable when delivery term is f.o.b. destination)

52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (FEB 1999)

(IAW FAR 47.305-4(c))

Applicable Item No(s)

0001AB 0001AC 0001AD 0001AE

(Applicable when f.o.b. destination but inspection and acceptance will be at origin)

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)

(IAW FAR 47.303-17(f))

(Applicable when specifying f.o.b. origin)

F.O.B. ORIGIN (OCT 1993)

(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

F.O.B. Address	[CONTRACTOR FILL-IN]

(Applicable when delivery term is f.o.b. origin)

PART I - THE SCHEDULE SECTION G CONTRACT ADMINISTRATION DATA

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))

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

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

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

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

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

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

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

Routing Data Table*

Data to be entered in WAWF

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

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

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

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(2) For technical Witter Holp, contact the Witter Helpacskat doo of o order

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

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeab Funds Citation	le Amount Chargeable
A A TO DI	DE OLTED ON EACH INDIVIDUAL ODDED	
AA TO BE	BE CITED ON EACH INDIVIDUAL ORDER	\$0.00
İ		

Accounting and Appropriation Chargeable		
ACRN	Funds Citation	Amount Chargeable
	ACRN TOTAL	\$ 0.00

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

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, <u>Jonna Hancey</u> at <u>801</u> <u>777-6549</u> __, FAX <u>801</u> <u>777-6830</u>, email <u>jonna.hancey@us.af.mil</u>. 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.

(Applicable to all solicitations and contracts)

52.202-1 DEFINITIONS (NOV 2013)

(IAW FAR 2.201)

(Applicable when the simplified acquisition threshold is exceeded)

52.203-3 GRATUITIES (APR 1984)

(IAW FAR 3.202)

(Applicable when simplified acquisition threshold is exceeded, except for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense)

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(IAW FAR 3.404)

(Applicable when simplified acquisition threshold is exceeded other than those for commercial items (see Parts 2 and 12))

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(IAW FAR 3.503-2)

(Applicable when the simplified acquisition threshold is exceeded)

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(IAW FAR 3.502-3)

(Applicable when the simplified acquisition threshold is exceeded)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(IAW FAR 3.104-9(a))

(Applicable when noncommercial and the simplified acquisition threshold is exceeded)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(IAW FAR 3.104-9(b))

(Applicable when the simplified acquisition threshold is exceeded)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(OCT 2010)

(IAW FAR 3.808(b))

(Applicable over \$150,000)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(IAW FAR 3.1004(a))

(Applicable to solicitations and contracts exceeding \$5.5 million and the period of performance is greater than 120 days, unless for the acquisition of a commercial item under Part 12 or performed entirely outside the U.S.)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY

AGREEMENTS OR STATEMENTS (JAN 2017)

(IAW FAR 3.909-3 (b))

(Applicable in all solicitations and resultant contracts other than personal services contracts with individuals)

252,203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

(SEP 2011)

(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))

(Applicable to all solicitations and contracts)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER

DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)

(IAW DFARS 203.570-3)

(Applicable when exceeding the simplified acquisition threshold (except for commercial items))

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(SEP 2013)

(IAW DFARS 203.970)

(Applicable to all solicitations and contracts)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

(IAW DFARS 203.1004(a), DFARS 212.301(f)(iii))

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

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(IAW DFARS 203.1004(b)(2)(ii))

(Applicable to acquisitions over \$5.5 million, except for commercial items)

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

(IAW FAR 4.303)

(Applicable when the simplified acquisition threshold is exceeded)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT

AWARDS (OCT 2015)

(IAW FAR 4.1403(a))

(Applicable over \$30,000, unless not required to be reported in FPDS)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)

(IAW FAR 4.1105(b))

(Applicable to solicitations that contain the provision at 52.204-7, and resulting contracts)

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)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

(JUN 2016)

(IAW FAR 4.1903)

(Applicable to all solicitations and contracts, except COTs, when a contractor's system may contain Federal contract information)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(IAW DFARS 204.404-70(a))

(Applicable when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)

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

(IAW DFARS 204.404-70(b))

(Applicable to all orders issued hereunder)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT

REPORTING (OCT 2016)

(IAW DFARS 204.7304(c))

(Applicable to all solicitations and contracts, including commercial except when solely for commercial-off-the-shelf items)

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)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS

(DEC 1991)

(IAW DFARS 205.470, DFARS 212.301(f)(x))

(Applicable over \$1,000,000)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(IAW FAR 9.308-2(a)(1), FAR 9.308-2(b)(1))

(a) The Contractor shall deliver <u>1</u> units(s) of Lot//Item First Article (CLIN 0001AB) within <u>1095</u> calendar days from the date of this contract to the Government at <u>FB2029</u> for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

First Article Item	**Quantity	***Calendar Days	****Type/Location	

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

*Lot/Item	**Approval Days	ELIN No.
0001		A009
	IAW SOW	

- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, the Contractor—
 - (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for
 - (1) progress payments, or
 - (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(The above Clause/Provision has been modified.)

(Applicable when fixed-price or cost-reimbursement, first article approval is required and the Government will be responsible for conducting the first article test)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING -- ALTERNATE I (JAN 1997) (IAW FAR 9.308-2(a)(2), FAR 9.308-2(b)(2))

(Applicable when the contractor is required to produce the first article and the production quantity at the same facility)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING -- ALTERNATE II (SEP 1989)

(IAW FAR 9.308-2(a)(3), FAR 9.308-2(b)(3))

(Applicable when the contractor is authorized to purchase material or to commence production before first article approval)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(OCT 2015) (IAW FAR 9.409)

(Applicable when exceeding \$35,000)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING

RESPONSIBILITY MATTERS (JUL 2013)

(IAW FAR 9.104-7(c))

(Applicable to solicitations and contracts over \$550,000 and contracts where the offeror has checked "has" in paragraph (b) clause 52.209-7)

52,209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

(NOV 2015)

(IAW FAR 9.108-5(b))

(Applicable to all solicitations and contracts for the acquisition of products and services (including construction) unless waived IAW FAR 9.108-4)

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)

(Applicable to solicitations and contracts with a value of \$150,000 or more)

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(IAW DFARS 209.270-5)

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

Line Item	Description

52.210-1 MARKET RESEARCH (APR 2011)

(IAW FAR 10.003)

(Applicable to solicitations and contracts over \$5.5 million for the procurement of items other than commercial items)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(IAW FAR 11.304)

(Applicable to supplies that are not commercial items)

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 to all rated orders)

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

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

(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))

(Applicable when FAR 52.245-1, Government Property, is used)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

(IAW FAR 15.209(b)(1))

(Applicable if negotiated and above the simplified acquisition threshold, except commercial items and utility services at public prices plus reasonable connection charge)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(IAW FAR 15.209(h), AFFARS 53.15.209(h))

(Applicable when using uniform contract format that is not commercial or for construction)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

(IAW FAR 15.408(f)(1))

(Applicable when negotiated and exceeding the simplified acquisition threshold)

52.216-4 ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL (JAN 2017)

(IAW FAR 16.203-4(c))

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(IAW FAR 16.307(a))

(a) Invoicing.

(3) The designated payment office will make interim payments for contract financing on the _30th day

(Applicable when specifying cost-reimbursement pricing arrangement)

52.216-8 FIXED FEE (JUN 2011)

(IAW FAR 16.307(b))

(Applicable when specifying cost-plus-fixed-fee pricing arrangement)

52.216-11 COST CONTRACT--NO FEE (APR 1984)

(IAW FAR 16.307(e)(1))

(Applicable when specifying cost reimbursement providing no fee and not a cost-sharing contract)

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 \$5000.00, 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 \$999,000,000.00;
 - (2) Any order for a combination of items in excess of \$999,000,000.00; or
 - (3) A series of orders from the same ordering office within <u>30</u> 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 <u>10</u> 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 30-SEP-2030.

(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 .

(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 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>7 years of ordering period with 4 years of delivery period thereafter.</u>

(The above Clause/Provision has been modified.)

(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.)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS (OCT 2014)

(IAW FAR 19.1309(b))

- (c) Waiver of evaluation preference.
- __ Offeror elects to waive the evaluation preference.

(Applicable when exceeding the simplified acquisition threshold)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

(IAW FAR 19.708(a))

(Applicable when exceeding the simplified acquisition threshold, except for personal service contracts or when performance is entirely outside of the United States and its outlying areas)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-00013) (APR 2018) (IAW DARS TRCKING # 2018-00013)

(Applicable over \$700,000)

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(IAW FAR 19.708(b)(2))

(Applicable when FAR 52.219-9, Small Business Subcontracting Plan, or its Alternate I or Alternate II applies. IAW DFARS 219.708(b)(2), does not apply to DoD in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in DFARS 219.702)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (IAW FAR 19.309(c))

(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].

(Applicable in solicitations and contracts exceeding the micro-purchase threshold when the contract will be performed in the United States or its outlying areas)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)--BASIC (DEVIATION 2018-00007) (DEC 2017)

(IAW DARS Tracking # 2018-O0007)

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

- (a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.
- (b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.
- (c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—
 - (1) Protege firms which are qualified organizations employing the severely disabled; and
 - (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.
- (d) The master plan is approved by the Contractor's cognizant contract administration activity.
- (e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (f) (1) For DoD, the Contractor shall submit reports in eSRS as follows:
 - (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

- (ii) Submit the consolidated SSR for an individual subcontracting plan by selecting "Department of Defense (DoD)(9700) from the top of the second dropdown menu in the Government agency in Block 7 ("Agency to which the report is being submitted"). The contractor shall not select anything lower.
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
 - (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.
 - (ii) The authority to acknowledge receipt of or reject SSRs resides with the SSR Coordinator.

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS--ALTERNATE I (DEVIATION 2018-00007) (DEC 2017)

(IAW DARS Tracking # 2018-O0007)

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

- (a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.
- (b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.
- (c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—
 - (1) Protege firms which are qualified organizations employing the severely disabled; and
 - (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.
- (d) The master plan is approved by the Contractor's cognizant contract administration activity.
- (e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (f) (1) For DoD, the Contractor shall submit reports in eSRS as follows:
 - (i) The Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.
 - (ii) Submit the consolidated SSR for an individual subcontracting plan in eSRS by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu in the Government agency in Block 7 ("Agency to which the report is being submitted"). The Contractor shall not select anything lower.
 - (2) For DoD, the authority to acknowledge receipt of or reject SSRs in eSRS resides with the SSR Coordinator.

(Applicable to classified or sensitive solicitations and contracts over \$700,000)

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (APR 2018) (IAW DFARS 219.708(b)(1)(B))

(Applicable when the contract includes a Comprehensive Subcontracting Plan)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(IAW FAR 22.103-5(b))

(a) overtime premium does not exceed ____*__

^	Over	time	Premium s	•

(Applicable to orders over \$150,000 unless for operation of vessels - Blank shall be completed on the individual order)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

(IAW FAR 22.1505(b))

(Applicable for supplies that exceed the micro-purchase threshold)

52.222-20 CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000

(MAY 2014)

(IAW FAR 22.610)

(Applicable to all orders issued hereunder)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(IAW FAR 22.810(a)(1))

(Applicable when exceeding \$10,000, except those exempted by FAR 22.807 (b) which includes those for work to be performed outside the U.S. by employees who were not recruited within the U.S.)

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

(IAW FAR 22.810(e))

(Applicable to all orders issued hereunder)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))

(Applicable when the expected value is \$150,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Director, Office of Federal Contract Compliance Programs, has waived, in accordance with 22.1305(b), all of the terms of the clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(IAW FAR 22.1408(a))

(Applicable over \$15,000 except when performance of work and recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, or the agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(IAW FAR 22.1310(b))

(Applicable when the expected value is \$150,000 or more and workers were recruited within the United States)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(IAW FAR 22.1605)

(Applicable to all solicitations and contracts except under the simplified acquisition threshold, for work performed exclusively outside the U.S., or covered in their entirety by an exemption granted by the Secretary)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(IAW FAR 22.1705(a)(1))

(Applicable to all orders issued hereunder)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

(DEC 2010)

(IAW DFARS 222.7405)

(Applicable to contracts in excess of \$1 million utilizing funds appropriated by the FY10 or subsequent DoD appropriations acts, except in contracts for the acquisition of commercial items and commercially available off-the-shelf items)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(IAW FAR 23.505)

(Applicable when the simplified acquisition threshold is exceeded except if performance is entirely outside the U.S. and its outlying areas)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE

DRIVING (AUG 2011) (IAW FAR 23.1105)

(Applicable to all solicitations and contracts)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs)

(NOV 2012)

(IAW AFFARS 5323.804-90)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(IAW FAR 25.1103(a))

(Applicable to supplies or services involving the furnishing of supplies unless an exception applies)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (DEC 2017)

(IAW DFARS 225.1101(2)(i) and (2)(ii))

(Applicable except when an exception to the Buy American statute or Balance of Payments Program is known to apply, or if using the clause at 252.225-7021, Trade Agreements; or 252.225-7036, Buy American —Free Trade Agreements—Balance of Payments Program)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)

(IAW DFARS 225.1101(3))

(Applicable if one of the following clauses are included: DFARS 252.225-7001, 252.225-7021 or 252.225-7036)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND

CANADA -- SUBMISSION AFTER AWARD (OCT 2015)

(IAW DFARS 225.7204(b))

(Applicable to solicitations and contracts for performance outside the United States and Canada over \$13.5 million)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

(IAW DFARS 225.7002-3(a))

(Applicable when exceeding the simplified acquisition threshold for food; clothing; tents, tarpaulins or covers; cotton and other natural fiber products; woven silk or woven silk blends; spun silk yarn for cartridge cloth; synthetic fabric, coated synthetic fabric; canvas products; wool; or any item of individual equipment (FSC 8465) manufactured from or containing such fibers, yarns, fabrics, or materials; to waste and byproducts of cotton or wool used in the production of propellants and explosives)

252.225-7013 DUTY-FREE ENTRY (MAY 2016)

(IAW DFARS 225.1101(4))

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

(IAW DFARS 225.7901-4)

(Applicable to all solicitations and contracts)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC

ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

(SEP 2004)

(IAW DFARS 226.104)

(Applicable to supplies or services exceeding \$500,000)

AUTHORIZATION AND CONSENT (DEC 2007) 52.227-1

(IAW FAR 27.201-2(a)(1))

(Applicable except when both complete performance and delivery are outside the United States)

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT 52.227-2 **INFRINGEMENT** (DEC 2007)

(IAW FAR 27.201-2(b))

(Applicable when the simplified acquisition threshold is exceeded except when both complete performance and delivery are outside the United States unless supplies are ultimately to be shipped into one of those areas)

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

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

Date Printed Name and Title Signature	(End of identification and assertion)
(f) (2) Government purpose r Data delivered or o	ights markings. therwise furnished to the Government purpose

****Corporation individual or other person as appropriate

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

^{**}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).

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)	<u> </u>	<u>.im</u>	<u>ited</u>	riq	<u>hts</u>	mar	king	<u>S</u>

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	
restricted by paragraph (identified contract. Any r	to use, modify, reproduce, release, perform, display, or disclose these technical data are b)(3) of the Rights in Technical DataNoncommercial Items clause contained in the above eproduction of technical data or portions thereof marked with this legend must also Any person, other than the Government, who has been provided access to such data must e name Contractor. (End of legend)
	•
(4) <u>Special license rights</u> (i) Data in whic the following le	h the Government's rights stem from a specifically negotiated license shall be marked with
	SPECIAL LICENSE RIGHTS
restricted by Contract No	to use, modify, reproduce, release, perform, display, or disclose these data are (Insert contract number), License No (Insert license production of technical data or portions thereof marked with this legend must also
	(End of legend)

252.227-7014

RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(IAW DFARS 227.7203-6(a)(1))

- (e) Identification and delivery of computer software and computer software documentation to be furnished with restriction on use, release, or disclosure.
 - (1) This paragraph does not apply to restrictions based solely on copyright.
 - (2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.
 - (3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

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

- *Generally, development at private expense, either exclusively or partially, is the only basis for asserting restriction on the Government's rights to use, release, or disclose computer software.
- **Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's right should be restricted.
- ***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).
- ****Corporation, individual, or other person, as appropriate.

Date Printed Name and Title	
Signature	(End of identification and assertion)

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restriction--Computer Software clause of this contract.
- (f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.
 - (1) <u>General marking instructions</u>. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.
 - (2) <u>Government purpose rights markings</u>. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

Contract No Contractor Name Contractor Address Expiration Date GOVERNMENT PURPOSE RIGHTS COVERNMENT PURPOSE RIGHTS

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

(End of Legend)

(3) <u>Restricted rights markings</u>. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

Contract Contracto Contracto	
by paragr Documer thereof n	ernment's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted raph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software natation clause contained in the above identified contract. Any reproduction of computer software or portions narked with this legend must also reproduce the markings. Any person, other than the Government, who has vided access to such software must promptly notify the above named Contractor. (End of legend)
(4) <u>Specia</u>	al license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:
	SPECIAL LICENSE RIGHTS The Government's right to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No (Insert contract number), License No (Insert license identifier) Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings. (End of legend)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011) (IAW DFARS 227.7103-6(e)(1), DFARS 227.7104(e)(1), DFARS 227.7203-6(b))
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (IAW DFARS 227.7103-8(b))
	TECHNICAL DATAWITHHOLDING OF PAYMENT (MAR 2000) (IAW DFARS 227.7103-6(e)(2), DFARS 227.7104(e)(4)) Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten total contract price or amount
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))
52.228-7 (Applicable to cost-	INSURANCELIABILITY TO THIRD PERSONS (MAR 1996) (IAW FAR 28.311-1) -reimbursement line items)
	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (IAW FAR 29.401-3(a)) I-price competitive contracts exceeding the simplified acquisition threshold, and performed wholly or partly s or its outlying areas, unless the clause at 52.229-4, Federal, State, and Local Taxes (State and Local cluded)

RESTRICTED RIGHTS

52.232-1PAYMENTS (APR 1984)

(IAW FAR 32.111(a)(1))

(Applicable to fixed-price supply or services and non-regulated communication services).

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(IAW FAR 32.111(b)(1))

(Applicable to fixed-price supply or fixed-price service)

52.232-11 EXTRAS (APR 1984)

(IAW FAR 32.111(c)(2))

(Applicable to fixed-price supply, fixed-price service, or transportation)

52.232-17 INTEREST (MAY 2014)

(IAW FAR 32.611(a), FAR 32.611(b))

(Applicable when exceeding the simplified acquisition threshold)

52.232-20 LIMITATION OF COST (APR 1984)

(IAW FAR 32.706-2(a))

(Applicable when fully funded and cost-reimbursement)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(IAW FAR 32.806(a)(1))

(Applicable when the micro-purchase threshold is exceeded, unless the contract will prohibit the assignment of claims (see 32.803(b))

52.232-25 PROMPT PAYMENT (JAN 2017)

(IAW FAR 32.908(c))

(a) Invoice payments—

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th_ day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(Applicable except when the clause at 52.212-4, Contract Terms and Conditions--Commercial Items is included)

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)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS

(JUN 2012)

(IAW DFARS 232.7004)

(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.

(Applicable to all orders issued hereunder)

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)

52.233-1 DISPUTES (MAY 2014) (IAW FAR 33.215)

(Applicable except to foreign governments or their agencies, or to international organizations or a subsidiary body of that organization, if the agency head determines that the application of 41 U.S.C. chapter 71 to the contract would not be in the public interest)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(IAW FAR 33.106(b))

(Applicable to all orders issued hereunder)

52.233-3 PROTEST AFTER AWARD -- ALTERNATE I (JUN 1985)

(IAW FAR 33.106(b))

(Applicable to cost reimbursement items)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(IAW FAR 33.215(b))

(Applicable to all solicitations and contracts)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(IAW FAR 42.802)

(Applicable when cost-reimbursement, fixed-price incentive, or price redetermination)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(IAW FAR 42.703-2(f))

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

- 1. All costs included in this proposal (<u>identify proposal and date</u>) to establish final indirect costs rates for (<u>identify period covered by rate</u>) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
- 2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm:	
Signature:	
Name of Certifying Official: _	
Title:	
Date of Execution:	

(Applicable for interim reimbursement of indirect costs; establishment of final indirect costs rates; or contract financing that includes interim payment of indirect costs)

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(IAW FAR 42.1504)

(Applicable to all solicitations and contracts containing the clause 52.219-9, Small Business Subcontracting Plan.)

52.242-13 BANKRUPTCY (JUL 1995)

(IAW FAR 42.903)

(Applicable when the simplified acquisition threshold is exceeded)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)

(IAW DFARS 242.7204)

(Applicable to orders that exceed the simplified acquisition threshold are non-commercial, and are either (a) cost-reimbursement orders or (b) fixed-price orders with progress payments made on the basis of costs incurred by the contractor as work progresses under the contract)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

(IAW DFARS 242.7001)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(IAW FAR 43.205(a)(1))

(Applicable to fixed-price supplies)

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)

(IAW FAR 43.205(b)(1))

(Applicable to cost-reimbursement supplies)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

(IAW DFARS 243.205-70)

(Applicable to fixed-price efforts)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(IAW DFARS 243.205-71)

(Applicable when the simplified acquisition threshold is exceeded)

52.244-2 SUBCONTRACTS (OCT 2010)

(IAW FAR 44.204(a)(1), FAR 44.204(a)(3))

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Subcontracts

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Subcontracts

(Applicable to cost-reimbursement, letter contract exceeding the simplified acquisition threshold, fixed-price exceeding the simplified acquisition threshold under which unpriced actions are anticipated, time-and-materials exceeding the simplified acquisition threshold, or labor-hour contracts exceeding the simplified acquisition threshold)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)

(IAW FAR 44.403)

(Applicable to supplies or services other than commercial items)

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)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC (MAY 2014)

(IAW DFARS 244.305-71)

(Applicable to solicitations and contracts containing the clause at FAR 52.244-2, Subcontracts)

52.245-1 GOVERNMENT PROPERTY (JAN 2017)

(IAW FAR 45.107(a), DFARS 237.7003(c), DFARS 245.107)

(Applicable in cost reimbursement, time-and-material, and labor-hour; and fixed-price when the Government will provide Government property. Also commercial where Government property exceeds \$100,000)

52.245-9 USE AND CHARGES (APR 2012)

(IAW FAR 45.107(c))

(Applicable when FAR 52.245-1 is included)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY

(APR 2012)

(IAW DFARS 245.107(2))

(Applicable to solicitations and contracts containing FAR clause 52.245-1, Government Property)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEC 2017)

(IAW DFARS 245.107(3))

(Applicable to solicitations and contracts containing FAR clause 52.245-1, Government Property)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

(IAW DFARS 245.107(4))

(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

(IAW DFARS 245.107(5))

(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)

(IAW FAR 46.805(a)(2))

(Applicable to high-value end items (exceeding \$100,000 per unit))

52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS -- ALTERNATE I (APR 1984)

(IAW FAR 46.805(a)(3))

If the contract is for both high-value items and other end items, the contracting officer shall identify the high-value items by line item and insert the following preamble before paragraph (a):

(This clause shall apply only to those items identified in this contract as being subject to this clause.)

(Applicable to both high-value (exceeding \$100,000) and low-value (at or below \$100,000) end items)

252.246-7001 WARRANTY OF DATA--BASIC (MAR 2014)

(IAW DFARS 246.710(1))

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

(IAW FAR 47.104-4(a), FAR 47.104-4(b))

(Applicable when fixed-price f.o.b. origin or Cost-reimbursement are specified)

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(IAW FAR 47.208-2)

(Applicable to solicitations and contracts when advance notice of shipment is required)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA--BASIC (APR 2014)

(IAW DFARS 247.574(b))

(Applicable when procedures other than for direct purchase of ocean transportation services are utilized)

252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING

DOCUMENTATION/INSTRUCTIONS (JUN 2012)

(IAW DFARS 247.207)

(Applicable when shipping under Bills of Lading and Domestic Route Order under FOB origin contracts, Export Traffic Release regardless of FOB terms, or foreign military sales shipments)

52.248-1 VALUE ENGINEERING (OCT 2010)

(IAW FAR 48.201(b), FAR 48.201(f))

(Applicable over the simplified acquisition threshold, except as specified in FAR 48.201(a) and (f))

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)

(APR 2012)

(IAW FAR 49.502(b)(1)(i))

(Applicable over the simplified acquisition threshold, except as specified in FAR 49.502(b)(1)(i)(A), (B) or (C))

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(IAW FAR 49.503(a)(1))

(Applicable to cost-reimbursement except contracts for research and development with an educational or nonprofit institution on a no-fee basis)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(IAW FAR 49.504(a)(1))

(Applicable when fixed-price is contemplated and exceeds the simplified acquisition threshold)

52.249-14 EXCUSABLE DELAYS (APR 1984)

(IAW FAR 49.505(b))

(Applicable to supplies, services, construction, and research and development on a fee basis, when a cost-reimbursement. Also applicable to time-and-material and labor-hour)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

(IAW FAR 52.107(b))

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

Regulations URLs: (Click on the appropriate regulation.)

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfarTOC.htm

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's FIND function. When located, click on the regulation reference (hyperlink).

(Applicable to all orders issued hereunder)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(IAW FAR 52.107(f))

(Applicable to all orders issued hereunder)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(IAW FAR 53.111)

(Applicable when requiring the contractor to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J LIST OF ATTACHMENTS

Form Number	Description/File Name RFP_Attach_1_Instruct_to_Offerors.docx	Date UNDATED	Number of Pages 8
	RFP_Attach_2_FACTS_Sheet.docx	UNDATED	5
	RFP_Attach_3_SubKtr_and_Joint_Venture_Partner _Consent.docx	UNDATED	1
	RFP_Attach_4_Past_Performance_Questionnaire.d ocx	UNDATED	3
	RFP_Attach_5_Client_Authorization.docx	UNDATED	1
	SOW_ATTACHMENT_C_CDRL_and_Distribution.pd f	26APR2018	5
	SOW_ATTACHMENT_D_Operational_and_Flight_C heck_Requirements.pdf	22JAN2018	6
	SOW_ATTACHMENT_E_Delivery_Kitting_List.pdf	17APR2018	51
	ATTACK_Wing_QR_Document.pdf	UNDATED	4
	RFP_Attach_6_TEP_Pricing_Matrix.xlsx	UNDATED	4
	Schedule_Incentive_CLIN_0005.pdf	22MAY2018	2
	Section_L.docx	22MAY2018	12
	Section_M.docx	22MAY2018	10
	SOW_ATTACHMENT_A_Engineering_Data_Require ments.pdf	18MAY2018	4
	SOW_ATTACHMENT_B_Critical_Safety_Items_CSI_ List.pdf	18MAY2018	72
	SOW_ATTACHMENT_F_Government_Furnished_In formation_List.pdf	21MAY2018	1487
	SOW_ATTACHMENT_G_Government_Furnished_P roperty_List.pdf	18MAY2018	101
	ATTACK_SOW.pdf	22MAY2018	34
	DD_form_2345.pdf		2
	RFP_Attach_7_Government_Furnished_Property_ List.xlsx	21MAY2018	
	RFP_Attach_7_SUPPLEMENT_Data_Entry_Form.pd f	23MAY2018	52

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018) (IAW FAR 4.1202(a))

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is $\frac{336413}{1000}$.
 - (2) The small business size standard is 1250
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - [] (i) Paragraph (d) applies.
 - [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at (xvii) 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviv) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$77,533 or more but its less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
 - \underline{X} (i) 52.204-17, Ownership or Control of Offeror.
 - X__ (ii) 52.204-20, Predecessor of Offeror.
 - X___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 - (see note) (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). (Note: If this clause is applicable it will be listed in the appropriate clause section of this document.)
 - ____ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
 - (see note) (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). (Note: If this clause and it's Alternate I are applicable they will be listed in the appropriate clause section of this document.)
 - (vii) 52.227-6, Royalty Information.
 - X_(A) Basic.
 - ___ (B) Alternate I.
 - ___(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(Applicable to all solicitations except commercial items)

(Applicable to solicitations that include 52.204-16, Commercial and Government Entity Code Reporting)

(Applicable to solicitations that include FAR provisions 52.204-16)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015) (IAW DFARS 204.1202)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

- (d) (1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:
 - (i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.
 - (ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government--Representation. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
 - (iii) 252.222-7007, Representation Regarding Combating Trafficking in persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
 - (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
 - (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representation, Applies to solicitations for the acquisition of commercial satellite services.
 - (vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
 - (vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
 - (viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
 - (ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(z) The ic	billowing representations of certifications in salviare applicable to this solicitation as indicated by the
Contracti	ng Officer; [Contracting Officer check as appropriate.]
(i)	252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
<u>X</u> _(ii)	252.225-7000, Buy American —Balance of Payments Program Certificate.
(iii)	252.225-7020, Trade Agreements Certificate.
	Use with Alternate I
(iv)	252.225-7031, Secondary Arab Boycott of Israel.
(v)	252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.

	Use with Alternate I.
	Use with Alternate II.
	Use with Alternate III.
	Use with Alternate IV.
 _	Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at https://acquisition.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8© and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision#	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(The above Clause/Provision has been modified.)

(Applicable to solicitations when using the provision at FAR 52.204-8, Annual Representations and Certifications)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION

CONTROLS (OCT 2016) (IAW DFARS 204.7304(a))

(Applicable to all solicitations, including commercial except when solely for commercial-off-the-shelf items)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(IAW FAR 7.203)

		ner the quantity(ies) of supplies on which bid dvantageous to the Government.	s, proposals or quotes are
economic purchase items. An economic	quantity. If different quantities a	ferent quantities would be more advantaged are recommended, a total and a unit price m ity at which a significant price break occurs. I is desired as well.	ust be quoted for applicable
	OFF	EROR RECOMMENDATIONS	
<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	PRICE TOTAL
(Applicable to suppl	ies - Proposals to include offeror	r's opinion and recommendations)	
52.209-7	INFORMATION REC	GARDING RESPONSIBILITY MATTERS	(JUL 2013)
(b) The offeror [_] h		tive Federal contracts and grants with total va	alue greater than \$10,000,000.
(Applicable to solici	tations when the contract is exp	ected to exceed \$550,000)	
52.209-11		I BY CORPORATIONS REGARDING DE IVICTION UNDER ANY FEDERAL LAW	
judicial an manner p (2) It is [esents that—] is not [] a corporation that d administrative remedies have ursuant to an agreement with the	at has any unpaid Federal tax liability that had been exhausted or have lapsed, and that is r he authority responsible for collecting the tax at was convicted of a felony criminal violation	not being paid in a timely liability; and
(Applicable to all so	licitations)		
(Applicable when exorigin) of a type ide		eshold and the acquisition is for end product he List of Products Requiring Contractor Certion	
THE FOLLOWING IS	FILL-IN DATA FOR PROVISION 5	2.204-8 PARA (c)(2)(ii):	
52.222-18	CERTIFICATION REGARDING KN	OWLEDGE OF CHILD LABOR FOR LISTED END	PRODUCTS (Mar 2011)
(b) Listed End Produ	cts.		
Listed End	d Product		

		_
Listed (Countries of Origin	_
		- - -
certifies to either [] (1) or man [] (2) manufa faith ef	r paragraph (c)(1) or paragraph (c)(2) of this p) The offeror will not supply any end product nufactured in a corresponding country as lister) The offeror may supply an end product lister actured in the corresponding country as listec ffort to determine whether forced or indentur	isted in paragraph (b) of this provision that was mined, produced,
52.223-22	PUBLIC DISCLOSURE OF G GOALSREPRESENTATION (IAW FAR 23.804(b))	REENHOUSE GAS EMISSIONS AND REDUCTION (DEC 2016)
(1) The disclose gas inverteria (2) The disclose target (3) A pu	on. [Offeror is to check applicable blocks in pa e Offeror (itself or through its immediate owner e greenhouse gas emissions, i.e., make availal rentory, performed in accordance with an accordance with an accordance with an accordance of the Greenhouse Gas Protocol Corpo e Offeror (itself or through its immediate owner e a quantitative greenhouse gas emissions recordance absolute emissions or emissions into	r or highest-level owner) [] does, [] does not publicly ble on a publicly accessible Web site the results of a greenhouse bunting standard with publicly available and consistently applied rate Standard. It or highest-level owner) [] does, [] does not publicly luction goal, i.e., make available on a publicly available Web site a
		of this provision, respectively, the Offeror shall provide the s and/or reduction goals are reported:
(Applicable to all	solicitations except commercial)	
provide in respor (1) [the Un States)	nse to this solicitation is predominantly—] In the United States (Check this box if the ited States exceeds the total anticipated price	(MAR 2015) there the place of manufacture of the end products it expects to total anticipated price of offered end products manufactured in of offered end products manufactured outside the United
(Applicable to so	licitations for manufactured end products)	
(Applicable to su	pply line items only)	

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA -- SUBMISSION WITH OFFER (OCT 2015)
(IAW DFARS 225.7204(a))
(Applicable in solicitations with intended performance outside the United States and Canada over \$13.5 million)

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)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(IAW DFARS 227.7103-3(b), DFARS 227.7104(e)(2), DFARS 227.7203-3(a))

(d) The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

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

^{*}For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

- **Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- ***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- ****Corporation, individual, or other person, as appropriate.
- *****Enter "none" when all data or software will be submitted without restrictions.

Date		
Printed Name and Title		
Signature		
3	(End of identifi	cation and assertion)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(IAW FAR 4.1105(a)(1))

(Applicable to solicitations except as provided in 4.1102(a))

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)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(IAW DFARS 204.1105)

(Applicable when using the provision at FAR 52.204-7, System for Award Management)

FIRST ARTICLE APPLICABILITY AND/OR CONDITIONS FOR WAIVER (FEB 2013) (IAW FAR 9.306(c))

(a) First Article Testing is a requirement of this contract. This requirement may be waived by the Contracting Officer, if the bidder/offeror meets any one of the conditions for waiver listed below *** and in the instance of a prior contract, not more than ___*__ months have elapsed since the completion of that contract:

	*Months Since Completion of Contract
Lot/Item	ivioritis since completion of contract
require complia individual solici , N	o meet the conditions for waiver set forth below shall submit a bid or proposal on Bid/Offer "B" which does not ance with the First Article Approval provision set forth herein and furnish the following information in the station: Contract No, Contract Item No, Date of Contract. ame & Address of Government Agency issuing the Contract. Failure to include this information will render the consive and may cause rejection of RFP(s).
	erors who do not meet the conditions for waiver set forth below shall submit a bid on Bid/Offer, "A" which iance with First Article Approval.
of the First Arti solicitation.	e or other characteristics, which the First Article must meet, and detailed technical data requirements for testing cle (including necessary data to be submitted in First Article Test Report, if applicable) are as set forth in this
(e) The approve	ed First Article <u>**</u> _ serve as a manufacturing standard.
Lat/Itana	**Serve as a Manufacturing Standard
Lot/item	
0001	WILL NOT
	WILL NOT
0001	WILL NOT
Lot/Item 0001 (f) Waivers Lot/Item	WILL NOT ***Conditions for Waiver
0001 (f) Waivers	

(Applicable when the requirement may be waived when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government (see 52.209-3(h) and 52.209-4(i))

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

(IAW FAR 11.604(a))

Note: DX or DO rating will be completed on cover page.

(Applicable when the contract to be awarded will be a rated order. Ratings will be entered on individual orders)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017) (IAW FAR 15.209(a))

(Applicable to all competitive solicitations where the Government intends to award a contract without discussions)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER

THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(IAW FAR 15.408(I))

252.215-7008 ONLY ONE OFFER (OCT 2013)

(IAW DFARS 215.408(4))

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

- (1) Profit rate or fee (as applicable).
- (2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).
- (3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(Applicable to competitive solicitations)

252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE

CONTRACTORS (JAN 2018)

(IAW DFARS 215.408(7))

(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.

(Applicable to all solicitations, unless the solicitation is for a fixed-price acquisition made under simplified acquisition procedures or is for Information for planning purposes)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

(FEB 1999)

(IAW FAR 22.810(c))

(Applicable to orders, other than those for construction, when the clause at 52.222-26, Equal Opportunity is included, and the amount is \$10 million or more)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE

GOVERNMENT (JUN 1995)

(IAW DFARS 227.7103-6(d), DFARS 227.7104(f)(2), DFARS 227.7203-6(e))

52.233-2 SERVICE OF PROTEST (SEP 2006)

(IAW FAR 33.106(a))

(a) by obtaining written and dated acknowledgment of receipt from (See page 1 Issuing Office).

(Applicable when the simplified acquisition threshold is exceeded)

52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)

(IAW FAR 47.305-3(b)(4)(ii))

 $(Applicable\ when\ specifying\ f.o.b.\ origin\ and\ when\ price\ evaluation\ for\ shipments\ from\ various\ shipping\ points\ is\ contemplated)$

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (IAW FAR 52.107(a))

This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfar1toc.htm

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af afmc/affars/affar1toc.htm

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's FIND function. When located, click on the regulation reference (hyperlink).

(Applicable to provisions incorporated by reference)

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION M EVALUATION FACTORS FOR AWARD

EVALUATION COST FACTOR FOR FIRST ARTICLE (OCT 1988)

(IAW FAR 9.306(i))

The cost to the Government for first article testing or engineering review and approval of first article test reports (where preliminary Contractor testing is required), as applicable, shall be a factor in the evaluation of this solicitation. The factor to be used in evaluation shall be

Lot/Item	Evaluation cost
0001	\$ 5,000.00

(Applicable when the Government is responsible for first article testing)

EVALUATION CRITERIA FOR AWARD (OCT 1997)

(IAW FAR 13.106-2(b), FAR 14.201-5(c), FAR 15.204-5(c))

For the purposes of award, offers will be evaluated based on the following factors, listed in descending order of importance:

Evaluation Factors	Order of Importance
Technical/Performance	01
Past Performance	02
Small Business	03
Price or Cost	04

All evaluation factors other than cost or price, when combined, are Significantly More Important than Cost or Price.

NOTICE FOR OPTIONS: Price will be evaluated by adding the extended prices for basic award and option quantities, if applicable.

(Applicable when evaluation criteria is required)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(IAW FAR 17.208(c))

(Applicable when an option clause is included, and is not to be exercised at the time of contract award)

52.247-47 EVALUATION-F.O.B. ORIGIN (JUN 2003)

(IAW FAR 47.305-3(f)(2))

(a) The Government normally uses _____* methods of transportation by regulated common carrier for shipment within the contiguous United States.

* ITEM NO	MODE OF TRANSPORTATION
1001	Surface
2001	Surface
3001	Surface
4001	Surface
5001	Surface
6001	Surface
7001	Surface

(Applicable to all proposals or unpriced orders for f.o.b. origin supplies)