

| | | | | | | | | | |
|---|--|-------------------------|-------------|---|--|---|--|----------------------------|--|
| SOLICITATION/CONTRACT | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING DO: A1 | | Page 1 | |
| BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. JLRSUVY | | | | | | | | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. SOLICITATION NUMBER FA8222-04-R-1000 | | 5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 6. SOLICITATION ISSUE DATE | |
| 7. ISSUED BY DEPARTMENT OF THE AIR FORCE, DIRECTORATE OF CONTRACTING OO-ALC/LGK BLDG 1233 6072 FIR AVENUE HILL AIR FORCE BASE UT 84056-5820 BUYER: Jarie B. Muir/LGKF jarie.muir@hill.af.mil Phone: (801) 777- 3040 Fax: (801) 777-6172 No Collect Calls | | | | CODE FA8222 | | 8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input checked="" type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> NAICS CODE: 541710 SIZE STANDARD: 1,500 | | | |
| 9. Solicitation: Sealed offers will be received at the Issuing office until * on *. Late offers are subject to late proposal provisions incorporated herein. All offers are subject to such provisions, representations certifications and specifications as are attached or incorporated by reference.* TBD 4:00PM | | | | | | | | | |
| 10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Exception: Aircraft Research and Development | | | | | | | | | |
| 11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN * ____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN. *30 | | | | | 12. ADMINISTERED BY CODE SCD:C | | | | |
| 13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____ | | | | | 14. PAYMENT WILL BE MADE BY _____ CODE _____ (SEE ELECTRONIC SUBMISSION OF PAYMENT REQUESTS, CLAUSE 252.232-7003.) SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14 EFT:T | | | | |
| 15. PROMPT PAY DISCOUNT | | | | | 16. AUTHORITY FOR USING OTHER THAN 10 USC 2304 FULL AND OPEN COMPETITION <input type="checkbox"/> (c) () 41 USC 253 <input type="checkbox"/> (c) () | | | | |
| 17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | | | | | | | | |
| 17. ITEM NO. | | | | | | | | | |
| 18. SCHEDULE OF SUPPLIES/SERVICES | | | | | | | | | |
| ROUTINE | | | | | | | | | |
| JOB CONTROL NUMBER: | | | | | | | | | |
| SEE LINE ITEM SCHEDULE | | | | | | | | | |
| Total | | | | | | | | | |
| 23. ACCOUNTING AND APPROPRIATION DATA SEE SCHEDULE | | | | | 24. AWARD AMOUNT (FOR GOVT USE ONLY) \$ | | | | |
| 25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/> | | | | | 26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/> | | | | |
| 27. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | 28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | |
| NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | DATE SIGNED | | NAME OF CONTRACTING OFFICER | | | DATE SIGNED | |

NO RESPONSE FOR THE REASONS CHECKED

CANNOT COMPLY WITH SPECIFICATIONS

CANNOT MEET DELIVERY REQUIREMENT

CANNOT COMPLY WITH SPECIFICATIONS

OTHER (Specify)

WE DO

WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM (Include Zip Code)

SIGNATURE

TYPE OR PRINT NAME AND TITLE OF SIGNER

FOLD

FOLD

FOLD

FOLD

SOLICITATION NO. FA822204R1000

DUE: TBD 4:00 PM

FROM:

**AFFIX
STAMP
HERE**

TO:

ATTN: Jarie B Muir/LGKF
DEPARTMENT OF THE AIR FORCE, DIRECTORATE OF CONTRACTING
OO-ALC/LGK BLDG 1233
6072 FIR AVENUE
HILL AIR FORCE BASE UT 84056-5820

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

(FFP) Prime Contractor Engineering and Related Services

Item No.
0001

| | | | | |
|------------------|-----------------|-------------|-------------------|-------------------|
| Firm Fixed Price | | | | |
| | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
| | | LO | \$ | \$ |
| CLIN | | ACRN | | ACRN Total |
| 0001 | | AA | | |

(FFP) PRIME CONTRACTOR Engineering and related services
Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(FFP) Subcontracting Engineering and Related Services

Item No.
0002

| | | | | |
|------------------|-----------------|-------------|-------------------|-------------------|
| Firm Fixed Price | | | | |
| | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
| | | LO | \$ | \$ |
| CLIN | | ACRN | | ACRN Total |
| 0002 | | AA | | |

(FFP) SUBCONTRACTING Engineering and related services
Subcontractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(CPFF) Prime Contractor Engineering and Related Services

Item No.
0003

| | | | | | |
|---------------------|-----------------|-------------|-----------------------------|-------------------|-----------------------|
| Cost Plus Fixed Fee | | | | | |
| | <u>Quantity</u> | <u>U/I</u> | <u>Total Estimated Cost</u> | <u>Fixed Fee</u> | <u>Est Total Cost</u> |
| | | LO | \$ | \$ | \$ |
| CLIN | | ACRN | | ACRN Total | |
| 0003 | | AA | | | |

(CPFF) PRIME CONTRACTOR Engineering and related services
 Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
 Estimated Number of Man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Note to Contractor:

The estimated cost and fee for this CLIN are shown above. The applicable fixed fee set forth may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the Contracting Officer, it shall be paid as it accrues in regular installments based upon the percentage of completion of work (or the expiration of the agree-upon period(s) for term contracts).

(CPFF) Subcontracting Engineering and Related Services

Item No.
0004

| Cost Plus Fixed Fee | <u>Quantity</u> | <u>U/I</u> | <u>Total Estimated Cost</u> | <u>Fixed Fee</u> | <u>Est Total Cost</u> |
|---------------------|-----------------|------------|-----------------------------|------------------|-----------------------|
| | | LO | ACRN AA | ACRN Total | |
| | | | \$ | \$ | \$ |
| CLIN 0004 | | | | | |

(CPFF) SUBCONTRACTING Engineering and related services
 Subcontractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
 Estimated Number of Man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Note to Contractor:

The estimated cost and fee for this CLIN are shown above. The applicable fixed fee set forth may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the Contracting Officer, it shall be paid as it accrues in regular installments based upon the percentage of completion of work (or the expiration of the agree-upon period(s) for term contracts).

(T&M) Prime Contractor Engineering and Related Services

Item No.
0005

| Time & Material | <u>Est Qty Hours</u> | <u>U/I</u> | <u>Rate</u> | <u>Ceiling</u> |
|---------------------|----------------------|------------|-------------|----------------|
| | | LO | \$ | \$ |
| | | ACRN AA | ACRN Total | |
| CLIN 0005 | | | | |

(T&M) PRIME CONTRACTOR Engineering and related services
 Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
 Estimated Number of Man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(T&M) Subcontracting Engineering and Related Services

Item No.
0006

| Time & Material | | | | | |
|-----------------|----------------------|------------|-------------|-------------------|----------------|
| <u>CLIN</u> | <u>Est Qty Hours</u> | <u>U/I</u> | <u>Rate</u> | <u>ACRN Total</u> | <u>Ceiling</u> |
| | | LO | \$ | | \$ |
| 0006 | | AA | | | |

(T&M) SUBCONTRACTING Engineering and related services
Subcontractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated Number of Man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(CPAF) Prime Contractor Engineering and Related Services

Item No.
0007

| Cost Plus Award Fee | | | | | | | |
|---------------------|-----------------|------------|----------------------|-----------------|------------------|-----------------------------|----|
| <u>CLIN</u> | <u>Quantity</u> | <u>U/I</u> | <u>Est Unit Cost</u> | <u>Base Fee</u> | <u>Award Fee</u> | <u>Total Estimated Cost</u> | |
| | | LO | \$ | \$ | \$ | \$ | \$ |
| 0007 | | AA | | | | | |

(CPAF) PRIME CONTRACTOR Engineering and related services
Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated Number of Man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(CPAF) Prime Contractor Engineering and Related Services

Item No.
0008

| <u>CLIN</u> | <u>LO</u> | <u>ACRN</u> | <u>ACRN Total</u> |
|-------------|-----------|-------------|-------------------|
| 0008 | | AA | |

(AWARD FEE) PRIME CONTRACTOR Engineering and related services
Award Fee associated with CLIN 0007 CPAF
Terms and Conditions of Award Fee: to be negotiated on each order issued hereunder.

(CPAF) Subcontracting Engineering and Related Services

Item No.
0009

| Cost Plus Award Fee | | | | | | |
|---------------------|------------|----------------------|--|-------------------|------------------|-----------------------------|
| <u>Quantity</u> | <u>U/I</u> | <u>Est Unit Cost</u> | | <u>Base Fee</u> | <u>Award Fee</u> | <u>Total Estimated Cost</u> |
| | LO | \$ | | \$ | \$ | \$ |
| CLIN | | ACRN | | ACRN Total | | |
| 0009 | | AA | | | | |

(CPAF) SUBCONTRACTING Engineering and related services
Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated Number of Man-hours: to be negotiated on each order issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(CPAF) Subcontracting Engineering and Related Services

Item No.
0010

| | LO | | |
|-------------|----|-------------|-------------------|
| CLIN | | ACRN | ACRN Total |
| 0010 | | AA | |

(AWARD FEE) SUBCONTRACTING Engineering and related services
Award Fee associated with CLIN 0009 CPAF
Terms and Conditions of Award Fee: to be negotiated on each order issued hereunder.

(FPIF) Prime Contractor Engineering and Related Services

Item No.
0011

| Incentive Firm Target | | | | | |
|-----------------------|------------|--------------------|----------------------|---------------------|--|
| <u>Quantity</u> | <u>U/I</u> | <u>Target Cost</u> | <u>Target Profit</u> | <u>Target Price</u> | |
| | LO | To be Determined | \$ | To be Determined | |
| CLIN | | ACRN | ACRN Total | | |
| 0011 | | AA | | | |

(FPIF) PRIME CONTRACTOR Engineering and related services
Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated man-hours: to be negotiated on each order issued hereunder. Incentive Target conditions will be negotiated on task orders issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Note to Contractor:

Target cost, target profit, and target price will be determined on each applicable task order.

(FPIF) Subcontracting Engineering and Related Services

Item No.
0012

| | | | | |
|-----------------------|-----------------|-------------|--------------------|----------------------|
| Incentive Firm Target | | | | |
| | <u>Quantity</u> | <u>U/I</u> | <u>Target Cost</u> | <u>Target Profit</u> |
| | | LO | To be Determined | \$ |
| CLIN | | ACRN | | ACRN Total |
| 0012 | | AA | | |
| | | | | Target Price |
| | | | | To be Determined |

(FPIF) SUBCONTRACTING Engineering and related services
Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated man-hours: to be negotiated on each order issued hereunder. Incentive Target conditions will be negotiated on task orders issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Note to Contractor:

Target cost, target profit, and target price will be determined on each applicable task order.

(CPIF) Prime Contractor Engineering and Related Services

Item No.
0013

| | | | | |
|-------------------------|-----------------|-------------|------------------------|-----------------------------|
| Cost Plus Incentive Fee | | | | |
| | <u>Quantity</u> | <u>U/I</u> | <u>Est Target Cost</u> | <u>Target Fee</u> |
| | | LO | To be Determined | \$ |
| CLIN | | ACRN | | ACRN Total |
| 0013 | | AA | | |
| | | | | Total Estimated Cost |
| | | | | To be Determined |

(CPIF) PRIME CONTRACTOR Engineering and related services
Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated man-hours: to be negotiated on each order issued hereunder. Incentive Fee conditions will be negotiated on task orders issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Note to Contractor:

Target cost, target fee, and total estimated cost will be determined on each applicable task order.

(CPIF) Subcontracting Engineering and Related Services

Item No.
0014

| | | | | |
|-------------------------|-----------------|-------------|------------------------|-----------------------------|
| Cost Plus Incentive Fee | | | | |
| | <u>Quantity</u> | <u>U/I</u> | <u>Est Target Cost</u> | <u>Target Fee</u> |
| | | LO | To be Determined | \$ |
| CLIN | | ACRN | | ACRN Total |
| 0014 | | AA | | |
| | | | | Total Estimated Cost |
| | | | | To be Determined |

(CPIF) SUBCONTRACTING Engineering and related services
Prime contractor-provided engineering and related services IAW the attached Performance Work Specification (PWS).
Estimated man-hours: to be negotiated on each order issued hereunder. Incentive Fee conditions will be negotiated on task orders issued hereunder. PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

Note to Contractor:

Target cost, target fee, and total estimated cost will be determined on each applicable task order.

(CR) Other Direct Costs

Item No.
0015

Cost Reimbursement - No Fee

| <u>Quantity</u> | <u>U/I</u> | <u>Est Unit Cost</u> | <u>Total Estimated Cost</u> |
|-----------------|-------------|----------------------|-----------------------------|
| | LO | \$ | \$ |
| CLIN | ACRN | | ACRN Total |
| 0015 | AA | | |

(CR) Other Direct Costs

Other Direct Costs associated with efforts performed under CLINs 0001 through 0014.

(CR) Material

Item No.
0016

Cost Reimbursement - No Fee

| <u>Quantity</u> | <u>U/I</u> | <u>Est Unit Cost</u> | <u>Total Estimated Cost</u> |
|-----------------|-------------|----------------------|-----------------------------|
| | LO | \$ | \$ |
| CLIN | ACRN | | ACRN Total |
| 0016 | AA | | |

(CR) Material

Material costs associated with efforts performed under CLINs 0001 through 0004 and 0007 through 0014.

(CR) Travel

Item No.
0017

Cost Reimbursement - No Fee

| <u>Quantity</u> | <u>U/I</u> | <u>Est Unit Cost</u> | <u>Total Estimated Cost</u> |
|-----------------|-------------|----------------------|-----------------------------|
| | LO | \$ | \$ |
| CLIN | ACRN | | ACRN Total |
| 0017 | AA | | |

(CR) Travel
Travel costs associated with efforts performed under CLINs 0001 through 0014.

(NSP) Engineering Data Requirements

Item No.
0018

| CLIN | EA | ACRN | ACRN Total |
|-------------|-----------|-------------|-------------------|
| 0018 | | AA | |

(NSP) Engineering Data Requirements
The applicable DD Form 1423(s) will be attached to the individual Task Orders (See CDRL List in the Performance Work Specification (PWS)).
PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(TBD) Technical Data Package

Item No.
0019

| CLIN | EA | ACRN | ACRN Total |
|-------------|-----------|-------------|-------------------|
| 0019 | | AA | |

The contract type of this CLIN will be determined on the task orders issued hereunder.

(Contract Type TBD) Technical Data Package
The applicable DD Form 1423(s) will be attached to the individual Task Order.
PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(TBD) Technical Manuals

Item No.
0020

| CLIN | EA | ACRN | ACRN Total |
|-------------|-----------|-------------|-------------------|
| 0020 | | AA | |

The contract type of this CLIN will be determined on the task orders issued hereunder.

(Contract Type TBD) Technical Manuals
The applicable DD Form 1423(s) will be attached to the individual Task Order.
PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(TBD) Logistic Support Data

Item No.
0021

| CLIN | EA | ACRN | ACRN Total |
|-------------|-----------|-------------|-------------------|
| 0021 | | AA | |

The contract type of this CLIN will be determined on the task orders issued hereunder.

(Contract Type TBD) Logistic Support Data
The applicable DD Form 1423(s) will be attached to the individual Task Order.
PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

(TBD) Limited Production

Item No.
0022

| CLIN | EA | ACRN | ACRN Total |
|-------------|-----------|-------------|-------------------|
| 0022 | | AA | |

The contract type of this CLIN will be determined on the task orders issued hereunder.

(Contract Type TBD) Limited Production
Limited production as described in the Performance Work Specification (PWS).
PQA/INSP Site, FOB, & Acceptance Site: to be determined on specific task orders issued hereunder.

9952.216-9001 PAYMENT OF FEE (JALC) (MAR 2003)
(IAW JALC 9916.307(b))

The estimated cost and fee for this contract are shown below. The applicable fixed fee or target fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the Contracting Officer, it shall be paid as it accrues in regular installments based upon the percentage of completion of work (or the expiration of the agree-upon period(s) for term contracts).

TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE.

AWARD FEE WILL BE NEGOTIATED AND ADMINISTERED IAW THE INDIVIDUAL TASK ORDER AWARD FEE PLAN.

(The above Clause/Provision has been modified.)

(Applicable when, Payment of Fee, Fixed Fee, or Incentive Fee, is used. The contracting officer may modify the clause, provided that the modification does not permit payment of the fixed fee or target on the basis of actual expenditure as a percentage of total estimated cost)

PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
(FEB 2003)
(IAW DFARS 211.273-4)

(a) *Definition.*

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.mil/onebook/7.0/7.2./7.2.6/reports/modified.xls>.

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

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(The above Clause/Provision has been modified.)

**PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

- 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**
(IAW FAR 46.304)
- 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)**
(IAW FAR 46.305)
- 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**
(IAW FAR 46.306)
- 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED-PRICE (AUG 1996)**
(IAW FAR 46.307(a))
- 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (MAY 2001)**
(IAW FAR 46.308)
- 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)**
(IAW FAR 46.309)

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

- 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)

**PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

| ACRN | Accounting and Appropriation Chargeable Funds Citation | Amount Chargeable |
|--------------------------------------|---|-------------------|
| AA: TO BE CITED ON INDIVIDUAL ORDERS | | \$ |

**PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES**

52.202-1 DEFINITIONS (JUN 2004)
(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 (APR 1984)
(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 (JUL 1995)
(IAW FAR 3.503-2)
(Applicable when the simplified acquisition threshold is exceeded)

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(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 (JAN 1997)
(IAW FAR 3.104-9(a))
(Applicable when the simplified acquisition threshold is exceeded)

- 52.203-10** **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (JAN 1997)
(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**
(JUN 2003)
(IAW FAR 3.808)
(Applicable over \$100,000)
- 252.203-7001** **PROHIBITION ON PERSONS CONVICTED OF FRAUDS OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES** (MAR 1999)
(IAW DFARS 203.570-5)
(Applicable when exceeding the simplified acquisition threshold (except for commercial items))
- 252.203-7002** **DISPLAY OF DOD HOTLINE POSTER** (DEC 1991)
(IAW DFARS 203.7002)
(Applicable over \$5,000,000 except when performed in a foreign country)
- 52.204-2** **SECURITY REQUIREMENTS** (AUG 1996)
(IAW FAR 4.404(a))
- 52.204-4** **PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** (AUG 2000)
(IAW FAR 4.303)
(Applicable when the simplified acquisition threshold is exceeded)
- 52.204-7** **CENTRAL CONTRACTOR REGISTRATION** (OCT 2003)
(IAW FAR 4.1104)
(Applicable to solicitations and contracts except as provided in 4.1102(a))
- 252.204-7000** **DISCLOSURE OF INFORMATION** (DEC 1991)
(IAW DFARS 204.404-70(a))
- 252.204-7003** **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))
(Applicable to all orders issued hereunder)
- 252.204-7004** **ALTERNATE A (Alternate A to FAR Clause 52.204-7, Central Contractor
Registration)** (NOV 2003)
(IAW DFARS 204.1104)
(Applicable when using the clause at FAR 52.204-7, Central Contractor Registration)
- 252.204-7005** **ORAL ATTESTATION OF SECURITY RESPONSIBILITIES** (NOV 2001)
(IAW DFARS 204.404-70(c))
- 5352.204-9000** **NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP
SECURITY AGREEMENTS** (APR 2003)
(IAW AFFARS 5304.404-90)

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL, UPON PCO DETERMINATION.

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254, as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(The above Clause/Provision has been modified.)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
(DEC 1991)
(IAW DFARS 205.470-2)

(Applicable over \$500,000)

(Applicable when the acquisition is subject to a qualification requirement)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(JUL 1995)
(IAW FAR 9.409(b))

(Applicable when exceeding \$25,000)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
(IAW DFARS 209.103-70)

(Applicable when exceeding the simplified acquisition threshold, except for commercial or commercial-type products.)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
(IAW DFARS 209.409)

(Applicable at \$100,000 or more)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
(IAW FAR 11.304)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
(IAW FAR 11.604(b))

This is a rated order certified for national defense 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)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
(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))

(Applicable to all orders issued hereunder)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(IAW FAR 15.408(b))

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(IAW FAR 15.408(c))

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(IAW FAR 15.408(d))

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(IAW FAR 15.408(e))

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
(IAW FAR 15.408(f)(1))

52.215-14 INTEGRITY OF UNIT PRICES -- ALTERNATE I (OCT 1997)
(IAW FAR 15.408(f)(2))

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
(IAW FAR 15.408(g))

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
(IAW FAR 15.408(j))

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(IAW FAR 15.408(k))

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(IAW FAR 15.408(m))

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
(IAW DFARS 215.408(1))

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
(IAW FAR 16.307(a))

In accordance with FAR 16.307, modify this clause as follows when the applicable conditions exist: If the contract is with an educational institution, modify the clause by deleting from paragraph (a) the words "Subpart 31.2" and substituting for them "Subpart 31.3." If the contract is with a State or local government, modify the clause by deleting from paragraph (a) the words "Subpart 31.2" and substituting for them "Subpart 31.6." If the contract is with a

nonprofit organization other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122, modify the clause by deleting from paragraph (a) the words "Subpart 31.2" and substituting for them "Subpart 31.7."

(a) *Invoicing.*

(1) The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payments office will make interim payments for contract financing on the **30th** day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes.)

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with

Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph

(d)(5) of this clause, the Contracting Officer may—

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates:

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-close-out procedures.* Quick-close-out procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver:

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(The above Clause/Provision has been modified.)

(Applicable when specifying cost-reimbursement pricing arrangement)

52.216-8 **FIXED FEE (MAR 1997)**
(IAW FAR 16.307(b))

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

52.216-10 **INCENTIVE FEE (MAR 1997)**
(IAW FAR 16.307(d))

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by _____*_____ cents for every dollar that the total allowable cost is less than the target cost or decreased by _____**_____ cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than _____***_____ percent or less than _____****_____ percent of the target cost.

| | *Target Fee Increase | **Target Fee Decrease | ***Greater Than % | ****Less Than % |
|--|----------------------|-----------------------|-------------------|-----------------|
| | 00 | 00 | | |

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

52.216-11 **COST CONTRACT--NO FEE (APR 1984)**
(IAW FAR 16.307(e)(1))

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL WHEN APPROPRIATE, UPON PCO DETERMINATION.

(a) The Government shall not pay the Contractor a fee for performing this contract.

(b) After payment of 80 percent of the total estimated cost shown in the Schedule, the Contracting Officer may withhold further payment of allowable cost until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed one percent of the total estimated cost shown in the Schedule or \$100,000, whichever is less.

(The above Clause/Provision has been modified.)

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

52.216-16 **INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)**
(IAW FAR 16.406(a))

(a) Schedule as Items SEE SCHEDULE; price of _____ ** dollars (\$ _____ **).

| | | |
|--|--------------------------------|-----------------------------------|
| | **Ceiling Price (words) | ***Ceiling Price (dollars) |
| | | \$ |
| | | |

(c) *Data submission.*

(1) Within _____ * days after the end of the month

| | |
|--|--------------------------------|
| | *Data Submission (days) |
| | |

(d) *Price revision.*

(2)(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less _____ * percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus _____ ** percent of the amount by which the total final negotiated cost is less than the total target cost.

| | | |
|--|--------------------------------|---------------------------------|
| | *Target Profit (less) % | **Target Profit (plus) % |
| | | |

(Applicable when a fixed-price incentive (firm target) pricing arrangement is specified)

52.216-18 ORDERING (OCT 1995)
(IAW FAR 16.506(a))

(a) Such orders may be issued from **From date of basic contract award through five years after basic contract award.**

(Applicable to all orders issued hereunder)

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 **\$5,000.00**, 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 **\$200,000,000.00**;
- (2) Any order for a combination of items in excess of **\$200,000,000.00**; or
- (3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** 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 **Seven years following basic contract award.**

(Applicable to all orders issued hereunder)

5352.216-9000 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (JUN 2002)
(IAW AFFARS 5316.506)

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

- (1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
- (2) Only one such contractor is capable of providing the services or supplies at the level of quality required because their services or supplies ordered are unique or highly specialized;
- (3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order, or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures: those outlined in the Ordering Procedures clause found in Section H.

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task and delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) For this contract, the designated task or delivery order ombudsman is **OO-ALC Competition Advocate, Ms. Linda M. Florez (801) 777-5087.** The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in the INDEFINITE QUANTITY clause in Section H of this contract.

(The above Clause/Provision has been modified.)

(Applicable to multiple award task and delivery orders)

5352.216-9000 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS -- ALTERNATE II
(JUN 2002)
(IAW AFFARS 5316.506)

When the task or delivery order contract is for services or supplies where the basic contract statement of work is broad and the pricing is less precise, e.g., a list of labor rates, some contract with multiple awardees will be required to ensure fair opportunity and achieve a clear meeting of the minds as to the price and scope of the order. In this case, insert the following paragraph (b), substantially as written, into paragraph (b) of the basic clause:

- (1) In accordance with the Ordering Procedures clause found in Section H, the Government will request that each multiple award contractor submit their technical and/or managerial approach, if necessary, and cost/price estimate in response to the Government's work statement.
- (2) The response may be presented to the Government either orally or in writing.
- (3) The Government will issue orders based on an assessment of the technical approach, estimated total cost/price, past performance, and other factors cited in the task order solicitation in making awards under this paragraph.

(The above Clause/Provision has been modified.)

(Applicable to multiple award task and delivery orders when the task delivery order contract is for services or supplies where the basic contract statement of work is broad and the pricing is less precise, e.g., a list of labor rates)

9952.216-9004 AUTHORITY TO ISSUE ORDERS (JALC) (MAR 2003)
(IAW JALC 9916.506(90))

ONLY Contracting Officers within OO-ALC, OC-ALC, and WR-ALC are authorized to issue orders hereunder.

(The above Clause/Provision has been modified.)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
(IAW FAR 17.208(f))

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the expiration of the contract.

(The above Clause/Provision has been modified.)

52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUN 2003)
(IAW FAR 19.508(d))

DEVIATION

(a) *Definitions.* "Small business concern", as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standard in this solicitation.

(b) *General.*

(1) Up to six of the multiple awards for DESP II, identified elsewhere in this solicitation, have been set aside for award to small business concerns.

(2) Selection of offers on the non-set-aside portion (on an unrestricted basis among qualified large and small business concerns) will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) Selection of offers for the portion set aside for small business concerns will be made in accordance with the provisions of this solicitation from among the qualified small business concerns not selected for award under the non-set-aside portion.

(4) In the event that fewer than six responsive offers are received from small business concerns, the balance will be considered for award under the non-set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) *Agreement.* For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**
(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 (JAN 2002)**
(IAW FAR 19.708(b)(1))
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II (OCT 2001)**
(IAW FAR 19.708(b)(1))
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**
(IAW FAR 19.508(e), FAR 19.811-3(e), FAR 19.1006(c)(3))

DEVIATION

(a) This clause only applies to:

- (1) the initial order(s) that are placed to satisfy a minimum guarantee under contracts set aside for small business concerns; and,
- (2) subsequent orders that are set aside for small business concerns in accordance with the Ordering Procedures Clause found in Section H of this contract.

(b) By submission of an order proposal, the Offeror/Contractor agrees that in performance of the order in the case of an order for --

- (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(End of Clause)

- 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)**
(IAW FAR 19.708(b)(2))
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996)**
(IAW DFARS 219.708(b)(1)(A))
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
(IAW FAR 22.103-5(a))
(IAW AFMCFARS 5322.101-1(e), applicable in excess of \$1,000,000; when overseas contractor; major modification/programmed depot maintenance and engine overhaul; Criticality Designator A; services; or for essential DOD Contractor Services During Crises (See DODI 3020.37))
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**
(IAW FAR 22.103-5(b))

(a) overtime premium does not exceed ____*

| | |
|--|-----------------------------|
| | *Overtime Premium \$ |
| | |

(Applicable to orders over \$100,000 unless for operation of vessels - Blank shall be completed on the individual order)

- 52.222-3** **CONVICT LABOR (JUN 2003)**
(IAW FAR 22.202)
- 52.222-6** **DAVIS-BACON ACT (FEB 1995)**
(IAW FAR 22.407(a)(1))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-7** **WITHHOLDING OF FUNDS (FEB 1988)**
(IAW FAR 22.407(a)(2))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-8** **PAYROLLS AND BASIC RECORDS (FEB 1988)**
(IAW FAR 22.407(a)(3))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-9** **APPRENTICES AND TRAINEES (FEB 1988)**
(IAW FAR 22.407(a)(4))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-10** **COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**
(IAW FAR 22.407(a)(5))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-11** **SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)**
(IAW FAR 22.407(a)(6))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-12** **CONTRACT TERMINATION--DEBARMENT (FEB 1988)**
(IAW FAR 22.407(a)(7))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-13** **COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**
(IAW FAR 22.407(a)(8))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-14** **DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**
(IAW FAR 22.407(a)(9))
(Applicable in excess of \$2,000 for construction within the United States)
- 52.222-15** **CERTIFICATION OF ELIGIBILITY (FEB 1988)**
(IAW FAR 22.407(a)(10))
(Applicable in excess of \$2,000 for construction within the United States)

- 52.222-20** **WALSH-HEALEY PUBLIC CONTRACTS ACT** (DEC 1996)
(IAW FAR 22.610)
(Applicable to all orders issued hereunder)
- 52.222-21** **PROHIBITION OF SEGREGATED FACILITIES** (FEB 1999)
(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** (APR 2002)
(IAW FAR 22.810(e))
(Applicable to all orders issued hereunder)
- 52.222-27** **AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION**
(FEB 1999)
(IAW FAR 22.810(f))
- 52.222-29** **NOTIFICATION OF VISA DENIAL** (JUN 2003)
(IAW FAR 22.810(g))
- 52.222-35** **EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS** (DEC 2001)
(IAW FAR 22.1310(a)(1), DFARS 222.1308(a)(1))
(Applicable when the expected value is \$25,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Deputy Assistant Secretary of Labor has waived, in accordance with 22.1305(a) or the head of the agency has waived, in accordance with 22.1305(b) all of the terms of the clause)
- 52.222-36** **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES** (JUN 1998)
(IAW FAR 22.1408(a))
(Applicable over \$10,000 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 SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS** (DEC 2001)
(IAW FAR 22.1310(b))
(Applicable when the expected value is \$25,000 or more and workers were recruited within the United States)
- 252.222-7002** **COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)** (JUN 1997)
(IAW DFARS 222.7201(a))
- 52.223-5** **POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION** (AUG 2003)
(IAW FAR 23.1005(a))
- 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)
- 52.223-14** **TOXIC CHEMICAL RELEASE REPORTING** (AUG 2003)
(IAW FAR 23.906(b))
(Applicable over \$100,000)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
(IAW DFARS 223.570-4(a))

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
(IAW DFARS 223.7103(a))

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs)
(APR 2003)
(IAW AFFARS 5323.804(c))

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

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

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

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
(IAW AFFARS 5323.9001)

5352.223-9002 REQUIREMENTS AFFECTING CONTRACTOR PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES (APR 2003)
(IAW AFFARS 5323.9201)

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL, UPON PCO DETERMINATION. THE NUMBER OF DAYS TO BE CITED IN PARAGRAPH (b) OF THIS CLAUSE WILL BE DETERMINED ON INDIVIDUAL ORDERS AS APPLICABLE.

(a) The Contracting Officer has identified all or a portion of the services performed under this contract as "Essential DoD Contractor Services" as defined and described in DoD Instruction (DoDI) 3020.37, "Continuation of Essential DoD Contractor Services During Crises." Hereafter, the personnel identified by the contractor to perform these services shall be referred to as "Mission Essential Contractor Personnel."

(b) Within ____ days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.

(c) As required to comply with or perform pursuant to DoD or Air Force requirements, the contracting officer shall direct the contractor to comply with requirements intended to safeguard the safety and health of Mission Essential Contractor Personnel. The contracting Officer may communicate the requirements through a letter of notification or other means, and subsequently modify the contract to incorporate the requirements via full text or by reference. The Contractor may file a proposal for cost or other impacts under the Changes clause or a Request for Equitable Adjustment.

(d) This clause shall be inserted in all subcontracts meeting the criteria in paragraph (a) of this clause.

(The above Clause/Provision has been modified.)

52.225-8 DUTY-FREE ENTRY (FEB 2000)
(IAW FAR 25.1101(e))

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—

(4) Notation "UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under

19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)**
(IAW FAR 25.1103(a))
(Applicable to supplies or services involving the furnishing of supplies over \$2,500, \$15,000 for acquisitions as described in 13.201(g)(1) unless an exception applies)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)**
(IAW DFARS 225.1101(2))
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)**
(IAW DFARS 225.1101(3))
- 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)**
(IAW DFARS 225.7203(b))
(Applicable to all contracts for performance outside the United States over \$500,000)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)**
(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 (JAN 2004)**
(IAW DFARS 225.1101(4))
(Applicable to contracts requiring duty free entry of goods into the United States)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)**
(IAW DFARS 225.7002-3(b)(1))
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS -- ALTERNATE I (APR 2003)**
(IAW DFARS 225.7002-3(b)(2))
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004)**
(IAW DFARS 225.7009-4(a))
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003)**
(IAW DFARS 225.7102-4)
- 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**
(IAW DFARS 225.7308(a))
(b) (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.
- 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)**
(IAW DFARS 225-7300, DFARS 225.7308(b))
- 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)**
(IAW DFARS 225.1103(3))

**252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 1998)
(IAW DFARS 225.7402, DFARS 225.7401(d))**

(c) Information and guidance pertaining to DoD antiterrorism/ force protection can be obtained from:
HQ AFSFC/SFPT; telephone, DSN 473-0927/0928 or commercial (210) 671-0927/0928

**52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC
ENTERPRISES (JUN 2000)
(IAW FAR 26.104)**

**252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
(OCT 2003)
(IAW DFARS 226.104)**

(Applicable to supplies or services exceeding \$500,000 for which subcontracting opportunities may exist)

**52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
(IAW FAR 27.201-2(a))**

(Applicable except when both complete performance and delivery are outside the United States, its possessions and Puerto Rico)

**52.227-1 AUTHORIZATION AND CONSENT -- ALTERNATE I (APR 1984)
(IAW FAR 27.201-2(b))**

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENTS (AUG 1996)
(IAW FAR 27.202-2)**

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

**52.227-3 PATENT INDEMNITY (APR 1984)
(IAW FAR 27.203-2(a), FAR 27.203-4(a)(2))**

**52.227-9 REFUND OF ROYALTIES (APR 1984)
(IAW FAR 27.206-2)**

**52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (APR 1984)
(IAW FAR 27.207-2)**

**52.227-13 PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT (JAN 1997)
(IAW FAR 27.303(c)(1))**

**52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)
(IAW FAR 27.409(a))**

**52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE I (JUN 1987)
(IAW FAR 27.409(b))**

**52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE II (JUN 1987)
(IAW FAR 27.409(c))**

**52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE III (JUN 1987)
(IAW FAR 27.409(d))**

**52.227-14 RIGHTS IN DATA--GENERAL -- ALTERNATE IV (JUN 1987)
(IAW FAR 27.409(e))**

- 52.227-14** **RIGHTS IN DATA--GENERAL -- ALTERNATE V** (JUN 1987)
(IAW FAR 27.409(f))
- 52.227-16** **ADDITIONAL DATA REQUIREMENTS** (JUN 1987)
(IAW FAR 27.409(h), FAR 27.406(b))
- 252.227-7013** **RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS** (NOV 1995)
(IAW DFARS 227.7102-3(b), DFARS 227.7103-6(a))

This clause will be used on applicable task orders, upon PCO determination.

(a) Definitions.

As used in this clause:

- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
- (7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
 - (i) Private expense determinations should be made at the lowest practicable level.
 - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.
- (9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
- (11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
- (12) "Government purpose rights" means the rights to--
 - (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
 - (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

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

- (i) Necessary for emergency repair and overhaul; or
- (ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;
- (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
- (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

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

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

(b) Rights in Technical Data.

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

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

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

- (A) Government purpose license rights or limited rights and the restrictive conditions(s) has/have expired; or
- (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--
 - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or
 - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

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

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

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

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

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

(3) Limited rights.

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

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

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

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

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any right so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

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

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data.

All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data.

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

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

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

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

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

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

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

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

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

Date _____
 Printed Name _____
 and Title _____
 Signature _____

(End of identification and assertion)

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

(f) Marking requirements.

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

(1) General marking instructions.

The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the

transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings.

Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No _____
Contractor Name _____
Contractor Address _____
Expiration Date _____

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

(3) Limited rights markings.

Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No _____
Contractor Name _____
Contractor Address _____

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

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

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

(5) Pre-existing data markings.

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

(g) Contractor procedures and records.

Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

- (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.
- (2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents.

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

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

- (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--
 - (i) The Government has acquired, by any means, the same or greater rights in the data; or
 - (ii) The data are available to the public without restrictions.
- (2) The limitation in paragraph (j)(1) of this clause--
 - (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
 - (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

- (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.
- (2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.
- (3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor subcontractor or supplier.
- (4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.
- (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(The above Clause/Provision has been modified.)

- 252.227-7014** **RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION** (JUN 1995)
(IAW DFARS 227.7203-6(a)(1))
- 252.227-7016** **RIGHTS IN BID OR PROPOSAL INFORMATION** (JUN 1995)
(IAW DFARS 227.7103-6(e)(1), DFARS 227.7104(e)(1), DFARS 227.7203-6(b))
- 252.227-7025** **LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS** (JUN 1995)
(IAW DFARS 227.7103-6(c), DFARS 227.7104(f)(1), DFARS 227.7203-6(d))
- 252.227-7026** **DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE**
(APR 1988)
(IAW DFARS 227.7103-8(a))
- 252.227-7027** **DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE**
(APR 1988)
(IAW DFARS 227.7103-8(b))
- 252.227-7037** **VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** (SEP 1999)
(IAW DFARS 227.7102-3(c), DFARS 227.7103-6(e)(3), DFARS 227.7104(e)(5), DFARS 227.7203-6(f))
- 52.228-3** **WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)** (APR 1984)
(IAW FAR 28.309(a))
- 52.228-4** **WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS**
(APR 1984)
(IAW FAR 28.309(b))
- 52.228-5** **INSURANCE--WORK ON A GOVERNMENT INSTALLATION** (JAN 1997)
(IAW FAR 28.310)
- 52.228-7** **INSURANCE--LIABILITY TO THIRD PERSONS** (MAR 1996)
(IAW FAR 28.311-1)
(Applicable to cost-reimbursement line items)
- 252.228-7000** **REIMBURSEMENT FOR WAR-HAZARD LOSSES** (DEC 1991)
(IAW DFARS 228.370(a))
- 252.228-7003** **CAPTURE AND DETENTION** (DEC 1991)
(IAW DFARS 228.370(d))
- 9952.228-9001** **INSURANCE CLAUSE IMPLEMENTATION (JALC)** (MAR 2003)
(IAW JALC 9928.310(a))
- The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.
- (The above Clause/Provision has been modified.)
- (Applicable when FAR 52.228-5, Insurance--Work on a Government Installation, and/or when FAR 52.228-7, Insurance--liability to Third Persons, applies)
- 52.229-3** **FEDERAL, STATE, AND LOCAL TAXES** (APR 2003)
(IAW FAR 29.401-3(a))

(Applicable to fixed-price competitive contracts exceeding the simplified acquisition threshold, and performed wholly or partly in the United States or its outlying areas, unless the clause at 52.229-4, Federal, State, and Local Taxes (State and Local Adjustments), is included)

- 252.229-7000** **INVOICES EXCLUSIVE OF TAXES OR DUTIES** (JUN 1997)
(IAW DFARS 229.402-1)
- 52.230-2** **COST ACCOUNTING STANDARDS** (APR 1998)
(IAW FAR 30.201-4(a))
- 52.230-6** **ADMINISTRATION OF COST ACCOUNTING STANDARDS** (NOV 1999)
(IAW FAR 30.201-4(d)(1))
- 252.231-7000** **SUPPLEMENTAL COST PRINCIPLES** (DEC 1991)
(IAW DFARS 231.100-70)
- 52.232-1** **PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))
(Applicable to fixed-price supply or services and non-regulated communication services).
- 52.232-2** **PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS**
(APR 1984)
(IAW FAR 32.111(a)(2))
- 52.232-7** **PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS**
(DEC 2002)
(IAW FAR 32.111(b))

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.*

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials and subcontracts.*

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

- (3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor—
- (i) Has made payments for cash, checks, or other forms of payment for these purchased supplies or services; or
 - (ii) Will make these payments determined due—
 - (A) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.
- (ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--
 - (A) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's next payment request to the Government.
 - (iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.
- (5) To the extent able, the Contractor shall--
- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this

contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) *Interim payments.*

- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
- (2) The designated payment office will make interim payments for contract financing on the **TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE** day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(The above Clause/Provision has been modified.)

(Applicable to time-and-materials or labor-hour)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(IAW FAR 32.111(c)(1))
(Applicable to fixed-price supply or fixed-price service)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(IAW FAR 32.111(c)(2))
THIS CLAUSE IS APPLICABLE AT THE TASK ORDER LEVEL, UPON PCO DETERMINATION.

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(The above Clause/Provision has been modified.)

52.232-11 EXTRAS (APR 1984)
(IAW FAR 32.111(d)(2))
(Applicable to fixed-price supply, fixed-price service, or transportation)

52.232-17 INTEREST (JUN 1996)
(IAW FAR 32.617(a), FAR 32.617(b))
(Applicable when exceeding the simplified acquisition threshold)

52.232-20 LIMITATION OF COST (APR 1984)
(IAW FAR 32.705-2(a))
(Applicable when fully funded and cost-reimbursement)

52.232-22 LIMITATION OF FUNDS (APR 1984)
(IAW FAR 32.705-2(c))

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(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 (OCT 2003)
(IAW FAR 32.908(c))

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments—*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered

or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(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 30TH 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.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(The above Clause/Provision has been modified.)

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

52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)
(IAW FAR 32.1005 (a))

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--
(i) Failure to make progress, or
(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be

immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

- (1) No payment or vesting of title under this clause shall--
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause--
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided

by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(The above Clause/Provision has been modified.)

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)
(IAW FAR 32.1110(a) (1))**

(Applicable for solicitations and contracts that include the clause at 52.204-7 or an agency clause that requires a contractor to be registered in the CCR database and maintain registration until final payment, unless (i) Payment will be made through a third party arrangement; or (ii) An exception listed in 32.1103(a) through (i) applies.)

**252.232-7002 PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS
(DEC 1991)
(IAW DFARS 232.502-4-70(a))**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
(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 one of the electronic forms provided for in paragraph (b) of this clause.
- (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 using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
 - (ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

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

(Applicable to all orders issued hereunder)

252.232-7004 DoD PROGRESS PAYMENT RATES (OCT 2001)
(IAW DFARS 232.502-4-70)

252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS--DoD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)
(IAW DFARS 232.412-70(c))

252.232-7006 ALTERNATE A (Alternate A to FAR Clause 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts) (DEC 2003)
(IAW DFARS 232.111(b))

Applicable to Time and Materials and Labor Hour contracts.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(IAW DFARS 232.705-70)

(a) Contract line item(s) **TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE** are incrementally funded. For these item(s), the sum of \$ **TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

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

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

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

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

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

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

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

| | |
|--|---|
| On execution of contract | \$ <u>TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE</u> |
| <u>TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE</u> | \$ <u>TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE</u> |
| <u>TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE</u> | \$ <u>TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE</u> |
| <u>TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE</u> | \$ <u>TBD ON INDIVIDUAL TASK ORDERS AS APPLICABLE</u> |

(The above Clause/Provision has been modified.)

252.232-7008 **ASSIGNMENT OF CLAIMS (OVERSEAS)** (JUN 1997)
(IAW DFARS 232.806(a)(1))

252.232-7009 **MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD**
(JUL 2000)
(IAW DFARS 232.1110)

(Applicable at or below the micro-purchase threshold and Governmentwide commercial purchase card is required)

52.233-1 **DISPUTES** (JUL 2002)
(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 the Act to the contract would not be in the public interest)

52.233-1 **DISPUTES -- ALTERNATE I** (DEC 1991)
(IAW FAR 33.215, DFARS 233.215)

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)

252.233-7001 **CHOICE OF LAW (OVERSEAS) (JUN 1997)**
(IAW DFARS 233.215-70)

52.237-2 **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION**
(APR 1984)
(IAW FAR 37.110(b))

9952.237-9001 **CONTRACTOR IDENTIFICATION (JALC) (MAR 2003)**
(IAW JALC 9937.110-90(a))

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(The above Clause/Provision has been modified.)

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 (**identify proposal and date**) to establish final indirect costs rates for (**identify period covered by rate**) 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)

52.242-10 **F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE**
(APR 1984)
(IAW FAR 42.1404-2(a))

52.242-11 F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR INDICIA MAIL (FEB 1993)
(IAW FAR 42.1404-2(b))

52.242-13 BANKRUPTCY (JUL 1995)
(IAW FAR 42.903)

(Applicable when the simplified acquisition threshold is exceeded)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
(IAW DFARS 242.570)

**252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING
DOCUMENTATION/INSTRUCTIONS (DEC 1991)**
(IAW DFARS 242.1404-2-70)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
(IAW DFARS 242.7204)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)
(IAW AFFARS 5342.490-1)

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL, UPON PCO DETERMINATION.

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and **TBD on Individual Task Orders as applicable** to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume I, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(The above Clause/Provision has been modified.)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
(IAW FAR 43.205(a)(1))

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL AS APPROPRIATE, UPON PCO DETERMINATION.

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(The above Clause/Provision has been modified.)
(Applicable to fixed-price supplies)

(The above Clause/Provision has been modified.)

52.243-1 CHANGES--FIXED-PRICE -- ALTERNATE I (APR 1984)
(IAW FAR 43.205(a)(2))
(Applicable to services (other than architect-engineer or other professional services) with no supplies)

52.243-1 CHANGES--FIXED-PRICE -- ALTERNATE II (APR 1984)
(IAW FAR 43.205(a)(3))

52.243-1 CHANGES--FIXED-PRICE -- ALTERNATE III (APR 1984)
(IAW FAR 43.205(a)(4))

52.243-1 CHANGES--FIXED-PRICE -- ALTERNATE V (APR 1984)
(IAW FAR 43.205(a)(6))

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)
(IAW FAR 43.205(b)(1))
THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL AS APPROPRIATE, UPON PCO DETERMINATION.

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the--

- (1) Estimated cost, delivery or completion schedule, or both;
- (2) Amount of any fixed fee; and
- (3) Other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(The above Clause/Provision has been modified.)

(Applicable to cost-reimbursement supplies)

52.243-2 **CHANGES--COST-REIMBURSEMENT -- ALTERNATE I** (APR 1984)
(IAW FAR 43.205(b)(2))
(Applicable to orders for services and no supplies)

52.243-2 **CHANGES--COST-REIMBURSEMENT -- ALTERNATE II** (APR 1984)
(IAW FAR 43.205(b)(3))

52.243-2 **CHANGES--COST-REIMBURSEMENT -- ALTERNATE V** (APR 1984)
(IAW FAR 43.205(b)(6))

52.243-3 **CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS** (SEP 2000)
(IAW FAR 43.205(c))

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL AS APPROPRIATE, UPON PCO DETERMINATION.

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(The above Clause/Provision has been modified.)

(Applicable to time-and-materials or labor-hour)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
(IAW FAR 43.205(f))

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(The above Clause/Provision has been modified.)

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 (MAR 1998)
(IAW DFARS 243.205-71)

(Applicable when the simplified acquisition threshold is exceeded)

52.244-2 SUBCONTRACTS (AUG 1998)
(IAW FAR 44.204(a)(1), FAR 44.204(a)(3))

(e) 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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Subcontracts

(Applicable to cost-reimbursement, fixed-price when exceeding the simplified acquisition threshold, time-and-materials when exceeding the simplified acquisition threshold, or labor-hour contract when exceeding the simplified acquisition threshold)

52.244-2 SUBCONTRACTS -- ALTERNATE I (AUG 1998)
(IAW FAR 44.204(a)(2)(i))

(Applicable to cost-reimbursement for Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2004)
(IAW FAR 44.403)

(Applicable to supplies or services other than commercial items)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)
(IAW FAR 45.106(b)(1))

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) -- ALTERNATE I
(APR 1984)
(IAW FAR 45.106(b)(2))

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)
(IAW FAR 45.106(f)(1))

52.245-9 USE AND CHARGES (APR 1984)
(IAW FAR 45.302-6(c))

52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
(IAW FAR 45.308-2)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
(IAW DFARS 245.505-14(a))

5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997)
(IAW AFMCFARS 5345.106-90(a))

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided:

| Item No | Installation(s) |
|---------|---|
| ALL | TO BE CITED ON SPECIFIC TASK ORDERS AS APPLICABLE |

(f) The Government support to be furnished under this contract is ____*. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

| Item No | *Noun | *Quantity |
|---------|---|---|
| ALL | TO BE CITED ON SPECIFIC TASK ORDERS AS APPLICABLE | TO BE CITED ON SPECIFIC TASK ORDERS AS APPLICABLE |

(The above Clause/Provision has been modified.)

5352.245-9004 **BASE SUPPORT -- ALTERNATE I (AFMC)** (JUL 1997)
(IAW AFMCFARS 5345.106-90(b))

52.246-24 **LIMITATION OF LIABILITY--HIGH-VALUE ITEMS** (FEB 1997)
(IAW FAR 46.805(a)(2))

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.)

52.246-25 **LIMITATION OF LIABILITY--SERVICES** (FEB 1997)
(IAW FAR 46.805(a)(4))

(Applicable to services)

52.247-1 **COMMERCIAL BILL OF LADING NOTATIONS** (APR 1984)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))

52.247-67 **SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT** (JUN 1997)
(IAW FAR 47.104-4(c))

252.247-7023 **TRANSPORTATION OF SUPPLIES BY SEA** (MAY 2002)
(IAW DFARS 247.573(b)(1))

52.248-1 **VALUE ENGINEERING** (FEB 2000)
(IAW FAR 48.201(b), FAR 48.201(f))

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL AS APPROPRIATE, UPON PCO DETERMINATION.

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary

because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in Percent)

| Contract Type | Sharing Arrangement | | | |
|---|-----------------------|-------------------------------------|---------------------------------|-------------------------------------|
| | Incentive (Voluntary) | | Program Requirement (Mandatory) | |
| | Instant Contract | Concurrent and Future Contract Rate | Instant Contract Rate | Concurrent and Future Contract Rate |
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts) | *50 | *50 | 25 | 25 |
| Incentive (fixed-price or cost) (other than award fee) | (**) | *50 | (**) | 25 |
| Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts) | ***25 | ***25 | 15 | 15 |

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

** The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) *Calculating net acquisition savings.*

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings

shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) *Concurrent and future contract savings.*

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in subparagraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's

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/dfar1toc.htm>
http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm
http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/afmcfars/afmc1toc.htm

Joint ALC (JALC) Local Clauses/Provisions:
<http://farsite.hill.af.mil/REGHTML/Regs/Other/JALC/JALC.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)

Note to contractors, many of the clauses (such as those specified in the clause and those listed below) contained in this section will be used as applicable at the task order level upon PCO determination. These include, but are not limited to:

52.216-8
52.216-10
52.216-16
52.222-2
5352.223-9000
5352.223-9002
52.244-2
52.248-1

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

| <u>Form Number</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> |
|--------------------|---|-------------|------------------------|
| DD FORM 1423 | Attachment 1-Performance Work Specification 137.241.48.153\$R10002-CDRL C001 | 22JUN2004 | 24 |
| | Attachment 3-CDRL C001 Report Format | | 2 |
| | Attachment 4-Traceability Matrix | | |
| | Attachment 5- Technical Capabilities Matrix | | |
| | Attachment 6-DESP II TEP.xls | | |
| | Attachment 7- Labor Categories | | |
| | Attachment 8-Past Performance Information Sheet | | |

Attachment 9-Subcontractor Consent Form
Attachment 10-Commercial Client
Authorization Form
Attachment 11-Electronic Questionnaire
Attachment 12-Questionnaire Respondent
Letter
Attachment 13-Section H Clauses

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

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

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

(Applicable when the Simplified Acquisition Threshold is exceeded)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
(IAW FAR 3.808(a))

(Applicable when exceeding \$100,000)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
(IAW FAR 4.905)

(d) *Taxpayer Identification Number (TIN).*

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:

- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or Local);
- Foreign government;;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) *Common Parent.*

- Offeror is not owned or controlled by common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____
TIN _____

(Applicable to solicitations that do not include the clause at 52.204-7, Central Contractor Registration, and that are not conducted under the procedures of Part 12)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
(IAW FAR 9.409(a))

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

- (i) The Offeror and/or any of its Principals—
- (A) **Are [] are not []** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) **Have [] have not []**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) **Are [] are not []** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror **has [] has not []**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(Applicable when exceeding the simplified acquisition threshold)

5252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
(IAW DFARS 209.104-70(a))

(Applicable when the contract is expected to equal or exceed \$100,000)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)
(IAW FAR 15.209(f))

(a) [] **intends**, [] **does not intend** [*check applicable block*] to use one or more plants or facilities

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| Place of Performance (Street Address, City, State, County, Zip Code) | Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent |
|--|---|
| | |

(Applicable unless the Government specifies the place of performance)

5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)
(IAW AFMCFARS 5315.209-90(d))

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name(s) of firm(s)

Kepler Research, Inc.

N/A

N/A

N/A

N/A

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

- (i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance; and
- (ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors.

(2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm: _____
Name (individual authorized to commit firm): _____
Title: _____
Date of Execution: _____

(Applicable when contractor personnel are used to assist in analyzing proposals)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)
(IAW FAR 19.308(a)(1))

- (a)(1) **(See Page 1).**
(2) **(See Page 1).**

(b) *Representations.*

- (1) is, is not a small business concern.
(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]
 is, is not, a small disadvantaged business concern
(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]
 is, is not a women-owned small business concern.
(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]
 is, is not a veteran-owned small business concern.
(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]
 is, is not a service-disabled veteran-owned small business concern.
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
(i) is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(Applicable when exceeding the micro-purchase threshold and the contract is to be performed inside the United States or its outlying areas)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS -- ALTERNATE I (MAY 2004)
(IAW FAR 19.308(a)(2))

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
 Black American.
 Hispanic American.
 Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea,

The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

____ Individual/concern, other than one of the preceding.

(Applicable when issued by DoD, NASA, or the Coast Guard and exceeds \$25,000)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
(IAW FAR 22.810(a)(2))

The offeror represents that--

(a) **has**, **has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) **has**, **has not** filed all required compliance reports;

(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.)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
(IAW FAR 22.810(d))

The offeror represents that--

(a) **has** developed and has on file, **has not** developed and does not have on file,

(b) **has not** previously had contracts

(Applicable except for construction, when the clause at 52.222-26, Equal Opportunity is included)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
(DEC 2001)
(IAW FAR 22.1310(c))

(Applicable to solicitations when the contract award is anticipated to exceed the Simplified Acquisition Threshold and the contract will be for non-commercial items)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(IAW FAR 23.906(a))

(b) By signing this offer, the offeror certifies that--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(Applicable for competitive contracts exceeding \$100,000 and competitive 8(a) contracts unless determined in accordance with 23.905(b) that to do so is not practicable)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(APR 2003)
(IAW DFARS 225.1101(1))

(c) *Certifications and identification of country of origin.*

(2) The Offeror certifies that the following end products are qualifying country end products:

| Line Item Number | Country of Origin |
|------------------|-------------------|
|------------------|-------------------|

(3) The following end products are other foreign end products:

| Line Item Number | Country of Origin (If known) |
|------------------|------------------------------|
|------------------|------------------------------|

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
(IAW DFARS 225.1103(2))

(Applicable unless an exception applies or a waiver has been granted in accordance with Subpart 225.6)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)
(IAW DFARS 225.1103(4))

52.227-7 PATENTS--NOTICE OF GOVERNMENT LICENSEE (APR 1984)
(IAW FAR 27.204-3(c))

THIS CLAUSE WILL APPLY AT THE TASK ORDER LEVEL, UPON PCO DETERMINATION.

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is **TBD on individual Task Orders as applicable** and the royalty rate is **TBD on individual Task Orders as applicable** If the offeror is the owner of, or a licensee under, the patent, indicate below:

- Owner
- Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

This clause may or may not be applicable at the task order level, upon PCO determination.
(The above Clause/Provision has been modified.)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
(IAW FAR 11.604(a))

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

(Ratings will be entered on individual orders)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
(IAW FAR 15.209(a))
(Applicable to all competitive solicitations where the Government intends to award a contract without discussions)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
(IAW FAR 15.408(h))

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)
(IAW FAR 15.408(l))

5352.215-9000 FACILITY CLEARANCE (MAY 1996)
(IAW AFFARS 5315.209(1))

The offeror must possess, or acquire prior to award of a task order, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to the task order solicitation.

(The above Clause/Provision has been modified.)

9952.215-9016 ACQUISITION OMBUDSMAN (JALC) (MAR 2003)
(IAW JALC 9915.9001(a))

An Ombudsman has been appointed to hear concerns from offerors or potential offerors during the proposal development phase of this acquisition. The Ombudsman does not diminish the authority of the program director or Contracting Officer, but communicates Contractor concerns, issues, disagreements, and recommendations to the appropriate Government personnel. When requested, the Ombudsman shall maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the evaluation of proposals or in the source selection process. Interested parties are invited to the OO-ALC Competition Advocate, Ms. Linda M. Florez at (801) 777-5087.

(The above Clause/Provision has been modified.)

(Applicable when local procedures have established an ombudsman)

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)

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

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

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)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)
(IAW DFARS 225.7203(a))

(Applicable in solicitations with intended performance outside the United States over \$500,000)

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 (AUG 1996)
(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)

52.252-1 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

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/afmcfars/afmc1toc.htm

Joint ALC (JALC) Local Clauses/Provisions:

<http://farsite.hill.af.mil/REGHTML/Regs/Other/JALC/JALC.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)

9952.900-L900 PROPOSAL PREPARATION INSTRUCTIONS (JUN 1997)
(IAW 15.204-5(b))
INFORMATION TO OFFERORS (ITO)
AND INSTRUCTIONS FOR PROPOSAL PREPARATION

1.0 General Instructions

1.0.1 Purpose of this Provision

This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Performance Work Specification (PWS) with Attachments, and the Model Contract. Compliance with these instructions is mandatory and failure to comply may result in an unfavorable proposal evaluation or rejection of your proposal.

1.0.2 Proposal Clarity

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offeror's proposal.

1.0.3 Elaborate Brochures or Documentation

Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

1.0.4 Proposal Acceptance Period

The proposal acceptance period is specified in Section A of the model contract/solicitation. The offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid until this date.

1.0.5 Government Treatment of Extra Proposal Copies Following Proposal Evaluation

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

1.1 General Information

1.1.1 Point of Contact

The Contract Specialist, Jarie B. Muir is the sole point of contact for this acquisition. Any questions or concerns you may have should be addressed in writing to Jarie B. Muir, at 6072 Fir Ave, Bldg 1233, Hill AFB, UT 84056-5820 or via e-mail to the following: jarie.muir@hill.af.mil .

1.1.2 Debriefings

The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The CO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

1.1.3 Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contract Specialist in writing (reference paragraph 1.1.1) with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

1.1.4 Public-Private Partnering

In accordance with clause ~~H-XXX~~, it is the Air Force's intent to allow Public-Private Partnering (PPP) in conjunction with DESP II. PPP will be implemented and evaluated entirely at the task order level. PPP will not be evaluated at the basic contract level—neither Mission Capability, Proposal Risk, Past performance, nor Cost/Price Factors will consider PPP. Offerors are strongly encouraged to contact the partnering office for the facility with whom they anticipate partnering. These offices will be able to instruct offerors about the process that must be followed in order to participate in PPP. Further information regarding PPP may also be obtained on the following website: http://www.acq.osd.mil/log/logistics_materiel_readiness/organizations/mppr/html/dmp.htm .

There are outstanding capabilities that may be harnessed through PPP that could reflect positively in task order evaluations. Because the process includes steps that must be completed before PPP can be implemented, the sooner the process is begun, the more quickly successful DESP II offerors will be able to incorporate partnering in responses to Task Order Requests for Proposal. The partnering offices and points of contact for OO-ALC, OC-ALC, and WR-ALC are listed below:

Ogden Air Logistics Center
Christina Hernandez
OO-ALC/XPPX, Hill AFB, UT
801 586-3471

Tinker Air Logistics Center
Earl Williams
OO-ALC/XPXM, Tinker AFB, OC
405 739-7009

Warner Robins Air Logistics Center
James Fordham
OO-ALC/XPXM, Warner Robins AFB, GA
478 926-5542

Offerors may choose to partner with facilities for whom a partnering office and point of contact is not identified in this paragraph. However, all PPP will be conducted in accordance with clause H-XXX and H-XXX.

1.1.5 Oral Presentations

Oral presentations will not be allowed.

1.1.6 Competitive Range

Although the Government reserves the right to award without discussion, it is possible that discussions will be held. The Contracting Officer may determine that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted. The Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Offerors remaining in the competitive range may be subject to a pre-award survey as described in Section M, paragraph 2.9.

1.1.7 Adequate Responses

Cursory responses or responses which merely reiterate or reformulate the PWS (with all of its attachments) and ITO will not be considered as being responsive to the requirements of the solicitation. Assurance of experience, capability, and qualifications which clearly demonstrate and support the offeror's claim are essential. The absence of such evidence will adversely influence the evaluation of the proposal.

1.1.8 Small Business Rules of Affiliation

Offerors who are small business concerns are advised that the regulations of 13 CFR 121.103(f) govern the rules of affiliation for this contract. In accordance with these rules of affiliation, the requirements of FAR 52.219-14 must be met collectively by the small business prime contractor and its small business affiliates (reference paragraph 13 CFR 121.103(f)(4)). Small business concerns with questions regarding these rules of affiliation are advised to contact their local Small Business Administration representative.

1.2 Organization/Distribution/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth in Table 1 below. The titles and contents of the volumes shall be as defined in Table 1 of this document, all of which shall be within the required page limits and with the number of copies as specified in the table. The volumes identified in the table should be separately bound in three-ring, loose-leaf binders. The contents of each proposal volume are described in the ITO paragraph as noted in the table below.

Table 1 - Proposal Organization

| VOLUME | ITO Paragraph Number | TITLE | PAGE LIMIT | NO. OF ELECTRONIC COPIES | NO. OF PAPER COPIES |
|--------|----------------------|-------|------------|--------------------------|---------------------|
|--------|----------------------|-------|------------|--------------------------|---------------------|

| | | | | | |
|-----|-----|--------------------|--|---|----|
| I | 2.0 | Completed RFP | N/A | 1 | 1 |
| II | 3.0 | Executive Summary | 10 | 4 | 4 |
| III | 4.0 | Mission Capability | 100 | 4 | 11 |
| IV | 5.0 | Cost/Price | Unlimited, except as noted in paragraphs 5.5 and 5.14 of this provision. | 3 | 3 |
| V | 6.0 | Past Performance | Unlimited, except as noted paragraph 6.3 of this provision. | 4 | 4 |

1.2.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the offeror as soon as practicable. Page limitations shall be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors. When both sides of a sheet display printed material, it shall be counted as two pages. Each page shall be counted except cover pages, table of contents, list of tables or drawings, cross reference matrix, tabs, and glossaries.

1.2.2 Cost or Pricing Information

All cost or pricing information shall be addressed ONLY in Volume I, Completed RFP, and Volume IV, Cost/Price.

1.2.3 Cross-Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

1.2.4 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

1.2.5 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

1.2.6 Hyperlinks

The Table of Contents of all proposal volumes shall be hyperlinked to the corresponding material within each proposal volume such that "clicking" the mouse on an item in the Table of Contents will take the reader to the corresponding section within the body of the proposal volume. Any heading or sub-heading appearing in the Table of Contents shall be hyperlinked as described above. Also, any reference within the body of the proposal volume that refers the reader to another location within the referring document shall be hyperlinked in the manner described above. It is not required to hyperlink references between different filenames.

1.3 Page Size and Format

Paper Pages: Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the font size shall be no less than 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1 inch margins on the top and bottom and 1 inch side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to Evaluation Notices (ENs). These limitations shall apply to both electronic and hard copy proposals.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and counted as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For tables, charts, graphs and figures, the font shall be no smaller than 10 point. These limitations shall apply to both electronic and hard copy proposals.

1.4 Binding and Labeling

Each volume of the proposal should be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. Pages should be punched with larger holes (greater than ¼ inch but less than ½ inch) rather than the standard ¼-inch hole. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. All unclassified document binders shall have a color other than red or other applicable security designation colors. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

1.5 Submission of Electronic Copies

For the submission of electronic copies, the offeror shall submit volumes I through V in electronic format, using IBM-compatible, virus-free CD-ROMs. Each volume and copy (reference paragraph 1.2 of this provision) shall be on a separate CD-ROM. Clearly indicate on each CD-ROM and CD-ROM cover the volume number, title, copy number, RFP identification, and the offeror's name. The volume number, title, and copy number shall also be placed on the spine of each CD-ROM cover. Each CD-ROM and its cover shall contain all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. Use separate files to permit rapid location of all portions of each volume, including exhibits, annexes, and attachments, if any. If files are compressed, the necessary decompression program must be included. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Word 2000, MS Excel 2000, MS-Project 2000, and MS-Power Point 2000, as applicable. The Cost/Price Volume shall be submitted in a format readable by MS Word 2000 and MS Excel (2000). Scanned documents in PDF files are not acceptable.

1.6 Distribution

The "original" proposal shall be identified. Proposals shall be addressed to the Contract Specialist and mailed to:

OO-ALC/LGKF
ATTN: Jarie B. Muir
6072 Fir Ave., Bldg 1233
Hill AFB, UT 84056-5820
Solicitation No: FA8222-04-R-1000

2.0 Volume I – Completed RFP

Volume I will consist of the completed and signed RFP with a cover letter delineating any exceptions taken to the RFP terms and conditions. However, offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined unacceptable.

3.0 Volume II - Executive Summary

3.1 Narrative Summary

A concise, narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

3.2 Table of Contents

Include a master table of contents of the entire proposal.

4.0 Volume III - Mission Capability Proposal

4.1 General

The Mission Capability Volume should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Mission Capability subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By your proposal submission you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

4.2 Format and Specific Content

4.2.1 Mission Capability and Proposal Risk

Mission Capability and Proposal Risk shall be addressed in the Mission Capability volume. In this volume, address your proposed approach to meeting the requirements of each Mission Capability subfactor, as well as the risks in your proposed approach in terms of mission capability/performance, cost, and/or schedule.

Address Proposal Risk by identifying those aspects of the proposal you consider to involve cost and/or mission capability subfactor risk and classify each in accordance with AFFARS 5315.305(a)(3)(ii). Provide the rationale for each risk and its rating, including quantitative estimates of the impact on cost, schedule, and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of other contract requirements (for example: PWS requirements), whether or not those requirements are identified as subfactors or elements. Suggest a realistic “work-around” or risk mitigator for identified risks that will eliminate or reduce risk to an acceptable level. Identify and classify any new risks introduced by such risk mitigation.

4.2.2 Volume Organization

The Mission Capability volume shall be organized according to the following general outline:

- (1) Table of Contents
- (2) List of Tables and Drawings
- (3) Glossary of Key Words and Acronyms
- (4) Cross Reference Matrix
- (5) Subfactor One
- (6) Subfactor Two (etc)

4.2.3 Traceability Matrix

Submit a solicitation cross reference matrix in the format shown in Attachment 4-Traceability Matrix. This matrix will ensure that all requirements are addressed, requirements do not conflict, and solicitation sections are internally consistent.

4.2.4 Subfactor Proposal Preparation Instructions

4.2.4.1 Subfactor 1: Technical Capabilities

4.2.4.1.1 Technical Capabilities

Describe your approach for meeting the full range of contract requirements set forth in the Performance Work Specification (PWS) as expressed in the Attachment 5-Technical Capabilities Matrix as follows:

(a) Demonstrate how you will meet the broad range of requirements of the PWS, covering the five functional categories and how they apply to the systems listed in PWS Attachment I, as expressed in the Technical Capabilities Matrix. Describe your team’s engineering, technical capability and expertise for each functional category and system grouping listed. Identify each technical area by the alpha and numeric indicator. For example, when describing how you will meet the “Aircraft/Air Vehicle Systems, Subsystems & Components” requirement (A.) for the “Technical Documentation and Courseware Development” functional category (1.), precede the description with the reference to “A.1.”.

(b) You need not address every sub-element under the systems list in order to be responsive; the sub-element list is representative of the types of subsystems that may be included. The list of sub-elements is not all inclusive. If you can demonstrate technical capabilities for a functional category (1 through 5) that is not listed under a major system heading (A through I), please add the sub-element to the appropriate major system heading. However, you must indicate capabilities in at least one sub-element for all major system heading (A through I) for all functional areas (1 through 5).

(c) Complete the Technical Capabilities Matrix provided as part of your proposal, cross-referencing the paragraph of your proposal that meets a technical area by indicating the proposal paragraph number in the appropriate matrix cell of the Technical Capabilities Matrix. For example, if you are describing your capability for technical area A.3. by meeting the Electronic Warfare/Software requirement, type in the proposal paragraph reference for that description in that matrix cell. An example is provided below:

| | | | 1 | 2 | 3 | 4 | 5 |
|----|----------|-----------------------|------|------|-----------------|------|------|
| A. | Aircraft | | A.1. | A.2. | A.3. | A.4. | A.5. |
| | | Structures/Composites | | | | | |
| | | Radar | | | | | |
| | | Avionics | | | | | |
| | | Landing Gear | | | | | |
| | | Electronic Warfare | | | Para 3.1 | | |
| | | Fire Control | | | | | |
| | | Engines..... | | | | | |

(d) Indicate in your narrative description which areas will be performed in-house, and which areas will be performed by a subcontractor or team member.

(e) Because there can be no assurance that public partners will have the available capacity to provide services and/or supplies on a recurring basis for the life of this contract due to changing mission requirements, Public-Private Partnering will be implemented and evaluated entirely at the task order level (IAW with paragraph 1.1.4 of this provision). For this reason, Public-Private Partnering may not be used to demonstrate how you will meet the broad range of requirements of the PWS, as expressed in your response to the Technical Capabilities Matrix.

4.2.4.1.2 Facilities and Equipment

Describe the facilities and their locations. Describe any unique support equipment, capabilities and interfaces, and how they would provide a benefit in supporting the systems listed in the PWS, Attachment I.

4.2.4.1.3 Systems Engineering (SE)

Provide your System Engineering Management Plan, which includes the process to be used for the incorporating scalable, expandable products/systems which allow for potential technology insertion, interoperability and incorporation of common equipment to multiple requirements and applications. Describe the SE approach for the design, test and evaluation, integration, prototyping, initial production and applicable documentation. Identify means to support Operational Safety Suitability and Effectiveness. Clearly explain how the elements of systems engineering will be implemented within your approach.

4.2.4.1.4 Quality Control

Describe internal quality improvement processes, means to assure in-process quality checks and process for handling/resolving deficiencies and discrepancies. Provide the professional certifications such as Capability Maturity Model (CMM) levels, International Standards Organization (ISO) 9001 and/or other applicable quality assurance programs. Identify subcontractors' certifications as applicable. Provide your Systems Safety Program Plan IAW MIL-STD 882D requirements.

4.2.4.2 Subfactor 2: Program Management

Provide your detailed integrated Program Management Plan, to include mechanisms for tracking cost/schedule/performance, systems engineering, quality, configuration management, data management and safety. Identify any processes or automated data systems/software used for project management and cost performance management. Describe systems and reports for the following: managing, tracking and controlling deliveries and schedules; and billing and auditing task orders. Explain how this data/information will be used to improve efficiency and performance. Describe your process for risk identification, mitigation and management. Describe the process for the submission of deliverables to the Government, including internal review and acceptance of the various data submissions required by the individual tasks. Indicate how your processes are streamlined to allow rapid response, effective completion of tasks, and efficient submission of deliverables.

4.2.4.3 Subfactor 3: Organization, Staff and Subcontractor Management

Submit a Prime/Subcontractor Organizational Structure and a Prime/Subcontractor Plan. The proposed Prime/Subcontractor Organizational Structure shall provide an organizational chart with the proposed management structure to include the names and locations of offices/facilities for the prime and all subcontractors. Small Business offerors shall mark those subcontractors who are small business affiliates (see paragraph 1.1.8 of this provision) by placing the following notation behind the appropriate subcontractor name: (affiliate).

The Prime/Subcontractor Plan shall address, as a minimum, how the team is organized to facilitate coordinating activities among the team aspects (prime and subcontractors) . Explain in the plan how your organizational approach supports accomplishment of tasks in a timely manner and resolution of issues related to those tasks. Describe your approach to expand manpower and capacity to accommodate accelerated delivery/installation schedules. Provide a process for streamlined internal team communication and a process for monitoring team performance. Address conflict resolution and the monitoring by the Prime Contractor of their Subcontractor's, Teaming Partner's and/or Joint Venture Partner's performance.

Provide your strategy to acquire expertise and methods to maintain/train personnel. Describe your plan for how to retain qualified personnel, or attracting additional personnel if not already available. List professional organizations/affiliations and means to assure personnel remain versed on current and evolving technologies.

4.2.4.4 Subfactor 4: Participation of Small and Small Disadvantaged Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Women-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities, and Minority Institutions.

Reference Clause H-XXX, Enhanced Small Business Participation. The percent of total Small Business subcontracted dollars for both the Enhanced Small Business Subcontracting Plan - Part A and the Small Business Subcontracting Participation Strategy - Part B will be monitored and tracked on a bi-annual basis, IAW CDRL C001.

In all cases, to qualify as a Small Business, subcontractors must meet the size standard (13 CFR 121) for the NAICS code of the contract/subcontract. To qualify as a Small Disadvantaged Business, or HUBZone firm, contractors/subcontractors must be certified by the Small Business Administration. All other types of Small Business are self-certified.

4.2.4.4.1 Enhanced Small Business Subcontracting Plan - Part A - Applicable Only to Other Than Small Business:

All offerors other than Small Business shall submit a complete subcontracting plan in accordance with FAR 19.7, 52.219-09, DFAR Supplement 252.219-7003 and the following instructions. If the offeror has an approved master subcontracting plan (FAR 19.704(b) and 52.219-9(f)), or an approved comprehensive subcontracting plan (DFARS 219.702), it shall submit an addendum with its proposal covering any additional information required by this solicitation. The addendum will be incorporated into any resulting contract along with incorporation by reference of the master or comprehensive plan. The enhanced small business requirement is not intended to obtain two plans from offerors, only a single enhanced plan.

Prime contractors are to assign a NAICS code to each subcontract, based on the nature of the work being subcontracted, using the 1997 North American Industrial Classification System coding manual and the footnotes in 13 CFR 121. Be advised that the contracting officer established NAICS 541710 for the basic contract. Subcontracted work similar to the basic contract should use NAICS 541710. While offerors are not bound to use the same NAICS code for all subcontracted effort that is similar in nature to the contract NAICS code assigned for the prime contract, deviations must clearly fit the NAICS description chosen.

Reference Clause H-XXX and FAR 52.219-9(d)(1) and (2). The percent of total small business subcontract dollars shall be no less than 20% of the total contract dollars, on an annual basis. The plan shall state the apportionment of the 20% among the small business types. Minimum content requirements of the plan are addressed in FAR 52.219-9 and FAR 19.12. In addition to these requirements, the offeror shall include in the plan a table that shows: 1) a brief description of the subcontracted effort; 2) the North American Industrial Classification System (NAICS) code assigned by the offeror; 3) the size and business status of all subcontractors identified; and 4) goals expressed in dollars and percentage of annual contract value. The targets/goals may provide for participation with the prime contractor, joint venture partner, teaming arrangement, or subcontractor; however, the target for subcontracts must be listed separately (FAR 19.1202-4(a)). These targets will be incorporated into and become part of the contract.

The Small Business Subcontracting Plan must also address the initiatives that the offeror intends to use on the contemplated contract to ensure maximum efficient utilization of Small and Small Disadvantaged Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Women-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities, and Minority Institutions. Qualitative aspects include the extent to which offerors specifically identify and commit to Small Businesses (DFARS 215.304(c)(i)), performance of the contemplated contract, frequency and timeliness of payments, outreach efforts to find suitable small business, long term small business subcontractor relationships with the offeror, the complexity and variety of the services small firms are to perform, volunteering to participate as a mentor in the DOD Mentor-Protégé Program (DFARS 219.71), and providing small business access to decision makers in the offeror's company. Market research performed by the offeror may discover other suitable practices to enhance small business subcontracting.

4.2.4.4.2 Small Business Participation Strategy - Part B - Applicable Only to Small Business:

Small Business offerors are exempt from the requirement at FAR 19.702(a) to submit a Small Business Subcontracting Plan. Each small business offeror shall instead submit a Small Business Participation Strategy. For the purpose of this strategy, Small Business Participation is defined as the cost of contract performance of the small business prime combined with the dollars subcontracted to small business. The offeror shall provide their strategy for involving small business entities to include targets and participation goals. Reference Clause H-XXX, the goal for percent of total Small Business Participation dollars shall be no less than 20% of the total contract dollars, on an annual basis. In their strategy, offerors shall detail their commitment to use other Small and Small Disadvantaged Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Women-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities, and Minority Institutions. These targets will be incorporated into and become part of the contract.

Prime contractors are to assign a NAICS code to each subcontract, based on the nature of the work being subcontracted, using the 1997 North American Industrial Classification System coding manual and the footnotes in 13 CFR 121. Be advised that the contracting officer established NAICS 541710 for the basic contract. Subcontracted work similar to the basic contract should use NAICS 541710. While offerors are not bound to use the same NAICS code for all subcontracted effort that is similar in nature to the contract NAICS code assigned for the prime contract, deviations must clearly fit the NAICS description chosen.

5.0 Volume IV - Cost/Price Volume

5.1 Volume Organization and General Instructions

Offerors will complete the cost models in Attachment 6-DESP II TEP.xls. The labor categories included in the cost models are those described in Attachment 7-Labor Categories. These labor categories represent the Government's currently known labor categories and experience/education requirements and are provided for information purposes only. Offerors may propose alternate or additional labor categories if they will be required in the performance of this contract. Any changes to the labor categories should be documented as follows: If the change involves a change in terminology only (i.e. Clerk vs. Administrative Support), the change should be made to the cost model and annotated in Volume IV. Additional labor categories shall be supported by a description of the duties/responsibilities, and experience/education requirements in the format contained in Attachment 7-Labor Categories. If the offeror proposes different labor categories than those shown in Attachment 7-Labor Categories, the offeror shall identify how their labor categories correlate to the categories in the solicitation in sufficient detail so that an estimate of labor hours can be assigned to the proposed categories for the purpose of developing a Total Evaluated Price as described in paragraph 5.13 of this provision. The offeror's proposed labor categories shall be the same for each cost type outlined in paragraphs 5.7, 5.8, and 5.9 below. The offeror will need to submit an electronic version of their proposed rates tables in the format shown in the rates tables found in Attachment 6. The rates in the offeror's cost model as described in paragraphs 5.7, 5.8, and 5.9 of this provision will be incorporated as an attachment of the resultant contract award and will be the rates used to price subsequent orders.

Offerors should note that while historical usage is no guarantee that future orders will utilize the same types and classifications of labor as shown in Attachment 7, for purpose of evaluation only, we will assign the approximate historical weights in the form of estimated hours to each classification of labor as shown in the Prime Hours Tables P-1 through P-6 and Subcontracting Hours Tables ES-1 through ES-6 found in Attachment 6. If an offeror proposes labor categories that differ from those set forth in Attachment 7, the weights outlined in the hours tables provided above will be revised to correspond to the revised labor categories and the Government's assessment of the correlation between the proposed labor categories and the labor categories in Attachment 7. Therefore, the cost proposals must contain sufficient data to allow the Government to assign estimated hours to each of the offered labor categories appropriately. The offeror's failure to provide sufficient data, or the offeror's providing of ambiguous data for this assignment of hours to the offered labor rates may result in the offeror's evaluated price being different from what the offeror intended.

The cost/price volume shall be organized and include information for the following areas as appropriate. Corresponding instructions are included below for each topic.

5.2 Table of Contents

The cost/price volume shall be prefaced by a Table of Contents and shall specify, by page number, the location of information requested in these instructions. To be consistent and to facilitate evaluations, we request you organize your cost volume in accordance with the eleven sections as outlined herein.

5.3 Abbreviations

The Cost/Price Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

5.4 Government Furnished Support

If applicable, any government furnished support which you have requested (e.g., GFP, GFE, base support, facilities, test equipment etc.) in addition to that specified in the RFP, shall be listed on a separate schedule by individual item and estimated value.

5.5 Pricing Assumptions.

All significant assumptions, scope limitations and/or qualifications of the cost proposal, shall be addressed and explained. This section shall not exceed two pages.

5.6 Cost and Pricing Information in Other Volumes

All cost and pricing information shall be addressed in the Cost/Price Volume. Cost trade-off information, relative financial relationships, ROMs, work-hour estimates, etc., may be used in other volumes for describing processes or presenting rationale for alternatives and trade-off decisions. If this type of information is provided in the other volumes such as the Technical Proposal Volume, and/or the Executive Summary, a copy of this segment must also be included in the Cost/Price Volume under the appropriate tab.

5.7 Firm Fixed Price (FFP) Rates

Engineering and Related Services in Support of the Design Engineering Support Program II (DESP II). If the offeror's proposed FFP rates do not include the labor categories as shown in Attachment 7-Labor Categories, the offeror must provide the necessary documentation outlined in paragraph 5.1 of this provision. All appropriate indirect rates and factors, including profit, should be included, and will result in a total loaded rate for each anticipated labor category. See "Instructions" tab of Attachment 6-DESP II TEP.xls found in Section J of this RFP. These rates will be used to price future task orders when the task is defined well enough to ensure a fair and reasonable price for both the offeror and the Government.

5.8 Cost Reimbursable (CR) Rates

Engineering and Related Services in support of the DESP II. If the offeror's proposed CR rates do not include the labor categories as shown in Attachment 7-Labor Categories, the offeror must provide the necessary documentation outlined in paragraph 5.1 of this provision. All appropriate indirect rates and factors should be included, and will result in a Total Cost Loaded Rate (excluding fee), for each identified labor category. Fee shall be proposed separately as a percentage of total estimated labor cost, excluding cost of money.

Proposals for task orders will be priced using these Cost Loaded Rates. The fee will be determined as a firm dollar amount rather than a percentage, using the proposed fee percentage. Labor costs for task orders will be comprised of negotiated labor hours multiplied by proposed/negotiated labor category Cost Loaded Rates as contained in the basic contract. See "Instructions" tab of Attachment 6-DESP II TEP.xls found in Section J of this RFP. The fixed-fee percentage will be applied to proposed labor costs to determine the fee amount. Note the purpose for the CR Cost Rates is to determine the contract fee amount on future task orders. The CR Cost Rates will also be used to develop the target costs for FPIF CLINs.

5.9 Time and Material (T&M) Rates

Engineering and Related Services in Support of the DESP II. If the offeror's proposed T&M rates do not include the labor categories as shown in Attachment 7-Labor Categories, the offeror must provide the necessary documentation outlined in paragraph 5.1 of this provision. All appropriate indirect rates and factors and resulting costs should be displayed in supporting spreadsheets. Accumulation of these costs plus profit will result in a total loaded rate for each and every identified labor category.

5.10 Cost Reimbursable Material, Travel, and Other Direct Costs (ODC)

The Offeror will be reimbursed actual direct costs plus applicable indirect costs in accordance with the proposed/negotiated indirect factors in the proposed/negotiated Tables P-7, P-11, and P-12 (See "Instructions" tab of Attachment 6-DESP II TEP.xls found in Section J of this RFP). Fee will not be applied.

5.11 Contractor-Site and Government-Site Rates

Note: you will need to provide the rates for identified labor categories IAW paragraph 5.1 of this provision for Contractor-Site (Contractor facilities) and Government-Site (Government location) for each Calendar Year and for each contract type. See "Instructions" tab of Attachment 6-DESP II TEP.xls found in Section J of this RFP.

5.12 Work Week

Proposed direct labor rates for all direct labor categories shall be based on a normal 40-hour work week and overhead rates and other applicable costs shall be based on employees working a normal 40-hour work week.

5.13 Total Evaluated Price (TEP) Worksheets

Complete the attached Microsoft Excel Rates Tables found in the Microsoft Excel file of Attachment 6-DESP II TEP.xls of Section J of this RFP. Additional Instructions and explanatory notes are provided. Note there will be two sets of Pricing Tables. One is the "official" tables and the other is the "evaluated" tables. Basically, you will populate the rates in the appropriate cells as the hours—formulas and links have been established. When you provide back the Pricing Tables, we must see the formulas, i.e., do not provide sanitized versions. Eventually, everything will feed into the worksheet tab named "Total Evaluated Price". This value will be used for evaluation/selection purposes only and is not to be construed as a minimum or maximum awardable amount. Minor formula adjustments and clerical errors may be added/corrected in the TEP by the government for situations that may occur during the evaluation process that are necessary to reflect an accurate TEP. These will not require a proposal revision. Offerors will be informed as to what these adjustments are and will have a chance to comment as appropriate.

5.14 Forward Pricing Rate Agreements

If a Forward Pricing Rate Agreement (FPRA) has been negotiated with the ACO covering the applicable elements (direct and indirect) of your proposed rates, please provide some specific supporting information e.g. "our G&A rate proposed was x% in line with our FPRA". Include the date of agreement. If an FPRA has not been negotiated, provide enough information to support price reasonableness of the proposed rates. Limit this section to no more than six pages.

5.15 Material & ODC Burden

Proposal Preparation Instructions (PPI) for direct material estimates and ODC are not applicable since direct material/ODC costs will be negotiated on each competitive task/delivery order. However, the material/ODC burdened factors (See Official Prime Rates Tables P-7, P-10 of Attachment 6-DESP II TEP.xls) are fixed for task proposal purposes. No fee or profit will be allowed on the CR CLINs.

5.16 Subcontract Burden

See the Pricing rates tables instructions. The Prime Contractor will be allowed burden and fee/profit on DESP II subcontractors. See Pricing Tables P-8 and P-9 of Attachment 6-DESP II TEP.xls in Section J of this contract. A DESP II subcontractor is defined in H-Clause XXX.

5.17 NTE Fixed Fee Percent

Prime offers are requested to provide NTE fee percentages (See Pricing Table P-9 of Attachment 6-DESP II TEP.xls). IAW Far 15.404-4(c)(i)(C) the percent cannot exceed 10%. These will be used to establish fixed fee dollar amounts on future CR task orders. The fee base will normally be limited to labor costs only for Prime and DESP II subcontractors. The subcontractors must be identified as DESP II subcontractors.

5.18 Final Price Revision (Not Applicable if Awarded Without Discussions):

Provide a Summary Schedule of Changes (Was-Is). This shall reflect all significant cost changes. Explain the reasons for the cost changes and provide appropriate rationale so that an explanation can be provided to the Source Selection Authority.

6.0 Volume V - Past Performance

6.1 Volume Submittal:

Each offeror shall submit a Past performance volume, which shall contain the following:

- (a) Table of Contents
- (b) An introduction briefly describing the offeror's approach to providing the broad range of DESP II capabilities in each of the five functional categories identified in paragraph 5.0 of the DESP II PWS and which identifies the capabilities and roles that will be provided by the Prime offeror, and each teaming partner, joint venture partner, and critical first tier subcontractor.
- (c) The Prime offeror shall submit a list identifying five relevant contracts/negotiated agreements/task orders (Government and / or commercial) within the same division or cost center, performed within the last three years from the date of issuance of this solicitation (reference block 6, page 1). This list is to include the program title, dollar amount, contract number, Contracting Officer's name and phone number. For each teaming partner, joint venture partner and critical first tier subcontractor, a listing of five relevant contracts/negotiated agreements/task orders, with the same information as indicated above for the prime offerors shall be submitted.
- (d) Present and Past Performance Information Sheets on contracts or task/delivery orders you consider most relevant in demonstrating your ability to perform the proposed effort in each of the five functional categories, in accordance with Attachment 8. See paragraph 6.3 below.
- (e) Subcontractor Consent Form, in contractor format (Attachment 9 is included as a reference for offerors), executed by each teaming partner, joint venture partner, and critical first tier subcontractor, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. Past performance information concerning subcontractors cannot be disclosed to a private party without the subcontractor's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing subcontractor past performance information to the prime during exchanges. In an effort to assist the Government's Performance Risk Assessment Group (PRAG) in assessing your past performance relevancy and confidence, the consent form must be completed by the major subcontractors identified in your proposal. The completed consent forms should be submitted as part of your Past Performance Volume.
- (f) Commercial Client Authorization Form (Attachment 10 is included as a reference for offerors) for each commercial contract/negotiated agreement/task order authorizing release to the Government of requested information on the offeror's performance. In an effort to assist the Government in assessing your past performance on recent and relevant commercial contracts, we recommend that a letter similar to this attachment be sent to your points of contact for those commercial efforts that you identify as part of your past performance information. The Government may use the data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance.

- (g) Organization Structure Change History describing companies that have acquired, been acquired by others, mergers, and reorganizations of divisions, business groups, subsidiary companies, and all other such changes in the organization of your company. See paragraph 6.4. below.

6.2 Early Proposal Information

Each offeror is required to submit the Past Performance volume **15 days prior to proposal due date** to the contracting officer at the address specified in paragraph 1.1.1 of this provision.

6.3 Past Performance Information Sheets

Submit information on contracts/negotiated agreements/task orders you consider most relevant (see paragraph 6.3.1.) in demonstrating your ability to perform the proposed effort in each of the five functional categories. The Past Performance Information Sheets shall be submitted in electronic format. The offeror shall submit five Performance Information Sheets identifying relevant active or completed contracts/negotiated agreements/task orders, either Government or commercial, covering each of the five DESP II functional categories. Each Performance Information Sheet shall represent one contract. Five sheets shall be submitted for the prime offeror, and five shall be submitted for each teaming partner, joint venture partner, and critical first tier subcontractor. Each relevant contract/negotiated agreement/task order shall have been performed during the past three years from the date of issuance of this solicitation within the same division or cost center. The Government reserves the right to review contracts/negotiated agreements/task orders which are older than three years. Each Performance Information Sheet for each contract/negotiated agreement/task order is **limited to five pages. If past performance information is being submitted under a basic contract/agreement, the contractor shall identify the delivery/task order under which contractor has performed.**

A single contract, negotiated agreement or task order may cover more than one DESP II functional category. For example, a single contract or task/delivery order might address Functional Category II (Systems Design and Engineering Development) and Functional Category III (Software/Firmware). In this case we would expect to see one Performance Information Sheet covering Functional Category II and one Performance Information Sheet covering Functional Category III. We would expect to receive two more Performance Information Sheets addressing Functional Categories II and III, as well as Performance Information Sheets covering the other Functional Categories. The idea is to evaluate five efforts relating to each DESP II functional category.

6.3.1 Relevant Contracts/Negotiated Agreements/Task Orders

Include rationale supporting your assertion of relevancy in the Past Performance Information Sheets for each functional category for which it applies. For a description of the characteristics or aspects the Government will consider in determining relevancy, see Section M, Evaluation Factors, paragraph 2.3. Each offeror shall include information on contracts/negotiated agreements/task orders for work they have performed that is similar to that covered by the five functional categories. It is important that offerors specifically describe the work their subcontractors/joint venture partner(s) will perform so the Government can conduct a meaningful performance confidence assessment on the prime contractor, joint venture partners, and each critical first tier subcontractor. A critical first tier subcontractor is a subcontractor who provides a capability or capabilities under one of the five functional categories described in the PWS to perform the DESP II workloads. Categorize the relevancy of the information into the specific Mission Capability subfactors. A relevant contract/negotiated agreement/task order does not have to contain all subfactors (i.e., an offeror may submit information on a contract/negotiated agreement that is only relevant to one subfactor or one aspect of a subfactor).

6.3.2 Specific Content

Offerors are required to explain in the Past Performance Information Sheets what aspects of the contracts/negotiated agreements/task orders are deemed relevant to the proposed effort, and to what aspects of the five functional categories they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts/negotiated agreements/task orders as well

as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a higher confidence candidate. For example, submittal (as part of the Performance Information Sheet) of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required.

6.4 Organization Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past or present efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate the relevancy determination, include in the past performance volume a "roadmap" describing all such changes in the organization the offeror's company, and the first tier critical subcontractors, teaming partners, and joint venture partners. As part of this explanation, show how these changes impact the relevance of any efforts identified for past performance/performance confidence assessment. Since the Government intends to consider past performance information provided by other sources as well as that provided by the offeror(s), the "roadmaps" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

6.5 Page Limitation

See Table 1 – Proposal Organization, Paragraph 1.2.

6.6 Questionnaire Distribution

As soon as practicable, but not later than fifteen calendar days after the RFP issuance date, offerors shall electronically complete Section 1 of the attached questionnaire (Attachment 11) and e-mail it and the Questionnaire Cover Letter (Attachment 12) as email attachments to all points of contact (POCs) the offeror has listed in the Past Performance Information Sheets. The POCs will complete the questionnaires and forward them directly to the Past performance Assessment Group ***in electronic format***. **RESPONDENTS TO THE QUESTIONNAIRES SHALL NOT SEND THE COMPLETED INFORMATION SHEETS BACK TO THE OFFEROR!** The respondent shall email the completed questionnaire as an attachment to the email in Microsoft Excel format to OO-ALC.AEPrag2@hill.af.mil. Offerors shall not follow-up with respondents to ensure they have completed the questionnaires. The PRAG will conduct such follow-up with any POC as necessary.

(The above Clause/Provision has been modified.)

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

(The above Clause/Provision has been modified.)

9952.900-M900

EVALUATION FACTORS FOR AWARD (SEP 1997)
(IAW 5315.304(c))
EVALUATION FACTORS FOR AWARD

1.0 SOURCE SELECTION

1.1 Basis for Contract Award

The Government will select the best overall offers, based upon an integrated assessment of Mission Capability, Past Performance, Proposal Risk, and Price/Cost. This is a best value source selection conducted in accordance with Air Force Federal Acquisition Regulation Supplement (AFFARS) 5315.3 Source Selection and the AFMC supplement (AFMCFARS) thereto. Contract(s) may be awarded to the offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), as supplemented, whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. In order for a proposal to result in an awardable contract, it must at least meet all minimum technical requirements, conform to all required terms and conditions, and include all required certifications. The Government seeks to award to the offerors who give the Air Force the greatest confidence that it will best meet or exceed the requirements affordably. This may result in an award to a higher rated, higher priced offeror(s), where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher price offeror(s) outweighs the cost difference. To arrive at a source selection decision, the SSA will make an integrated assessment of the evaluation factors and subfactors (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

1.2 Number of Contracts to be Awarded

The Government intends to award approximately fourteen contracts for the Design & Engineering Support Program follow-on effort (DESP II). The Government reserves the right to award more or less contracts or none at all. Evaluation and award of approximately fourteen contracts will be accomplished as follows: The most highly rated proposals will be determined and considered for award of the full and open contract first. All remaining Small business best value offers will then be considered for the set-aside portion of the solicitation. In the event that six (6) small business best value offers are not found for the set-aside portion of the solicitation, the SB set-aside will be dissolved in part or in full, as necessary.

1.3 Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

1.4 Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

2.0 EVALUATION FACTORS

2.1 Evaluation Factors and Subfactors and their Relative Order of Importance

Award will be made to the offerors proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. Mission Capability and Past Performance are of equal importance with Proposal Risk next in importance and Cost/Price final in importance. Within the Mission Capability factor, the subfactors are listed in descending order of importance. Evaluation factors and subfactors are as follows:

Factor 1: Mission Capability

Subfactor 1: Technical Capability

Subfactor 2: Program Management

Subfactor 3: Organization, Staff and Subcontractor Management

Subfactor 4: Participation of Small and Small Disadvantaged Business, Service-Disabled Veteran-Owned Small Business, Women-Owned Small Business, HUBZone Small Business, Historically Black Colleges and Universities, and Minority Institutions

Factor 2: Past Performance

Factor 3: Proposal Risk

Factor 4: Cost/Price

2.2 Importance of Cost/Price

The total evaluated price will not be rated or scored, but will be a consideration in the final source selection decision. In accordance with FAR 15.304(e), the evaluation factors other than cost or price, when combined, are significantly more important than cost or price; however, cost/price will contribute substantially to the selection decision.

2.2.1 Unrealistic Proposals

Proposals should be sufficiently detailed to demonstrate fairness and reasonableness. The government may reject any proposal that is determined to be unrealistic in terms of program commitments, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program. This determination may be made based on contract terms and conditions, and/or pricing that is unrealistically high or low when compared to government estimates and/or market prices. This includes both original submission and final proposal revision, if requested.

2.2.2 Price Reasonableness

Offeror's Cost/Price Volume will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable. A price is reasonable when it provides best value to the government when consideration is given to the current market prices, technical and functional capabilities of the offeror and risk. IAW FAR 15.403-1(b), the Government may require submission of information other than cost or pricing data to the extent necessary to evaluate price criteria for reasonableness.

2.3 Factor and Subfactor Rating

In accordance with AFFARS 5315.305, Table 5315-3, a color rating will be assigned to each subfactor under the Mission Capability factor. The color rating depicts how well the offeror's proposal meets the Mission Capability subfactor requirements in accordance with the stated evaluation criteria and solicitation requirements. The Mission Capability subfactors are described in paragraph 2.4 below. In accordance with AFFARS 5315.305, Table 5315-4, a proposal risk rating will be assigned to each of the Mission Capability subfactors. Proposal risk represents the risks identified with an offeror's proposed approach as it relates to the Mission Capability subfactor. In accordance with AFFARS 5315.305, Table 5315-2, a performance confidence assessment will be assigned to the Past Performance factor. Performance confidence represents the Government's assessment of the probability of an offeror successfully performing as proposed and is derived from an evaluation of the offeror's present and past work record. Cost/Price will be evaluated as described in paragraph 2.6 below. When the integrated assessment of all aspects of the evaluation is accomplished, the color ratings, proposal risk ratings, performance confidence assessment, and total evaluated price will be considered in the order of priority listed in paragraph 2.1 above. Any of these considerations can influence the SSA's decision.

2.4 Mission Capability Factor

Each subfactor within the Mission Capability Factor will receive one of the color ratings described in AFFARS 5315.305(a)(3)(i), based on the assessed strengths, proposal inadequacies, and deficiencies of each offeror's proposal as they relate to each of the Mission Capability subfactors. Subfactor ratings shall not be rolled up into an overall color rating for the Mission Capability factor.

2.4.1 Subfactor 1: Technical Capabilities. Ability to Support PWS Requirements and Engineering/Technical Capability

2.4.1.1 Technical Capability

The offeror's proposal will be evaluated to determine the extent to which the technical approach demonstrates their ability to meet the full range of DESP II requirements. Their proposal demonstrates that the offeror is able to provide the skills and experience required to perform. Skill sets, labor categories and capabilities will be reviewed to assure that the offeror's proposal adequately covers the five functional categories and all of systems listed in the PWS. The proposal provides an efficient/effective labor mix and team composition, which provides a balanced team that can support the entire scope of the DESP II PWS.

2.4.1.2 Facilities and Equipment

Proposed facilities and equipment will be evaluated for adequacy in meeting the full range of the requirements of the PWS. The Offeror's proposed specialized facilities/equipment such as test capabilities, access to unique hardware and software test stations, and mock-ups will be evaluated. Facilities proposed will be evaluated for ability to support fabrication and test of production-quality prototypes.

2.4.1.3 Systems Engineering

The offeror's System Engineering Management Plan clearly demonstrates that their processes, procedures and capability support technology insertion, interoperability, scalability, expandable products/systems, allow for incorporation of common equipment to meet multiple applications, and provide a means to support Operational Safety, Suitability and Effectiveness. Offeror's plan provides an interdisciplinary approach that encompasses an integrated and life cycle-balanced system of people, products and process solutions.

2.4.1.4 Quality Control

The offeror's quality control program will be reviewed to assure that internal procedures meet or exceed industry standards. The proposed Systems Safety Program Plan at a minimum complies with MIL-STD 882D requirements.

2.4.2 Subfactor 2: Program Management

The offeror's proposal will be evaluated to determine how well the offeror's approach to program and task order management, and its associated processes are structured to effectively interface with the Government. The offeror's Program Management Plan demonstrates application of sound program management principles and integration of all program aspects. The offeror's proposed mechanisms such as software applications, (example: Earned Value Management) and internal processes will be evaluated for ability to track, monitor, manage, control, audit and correct task order performance effectively. The proposal demonstrates a well-defined approach to managing the cost, schedule and performance elements of a task and the overall program. The offeror's approach will be evaluated for streamlined processes that allow for rapid response, effective completion of tasks, and efficient submission of deliverables. The offeror's process for risk identification, mitigation and management will be evaluated for soundness of approach.

2.4.3 Subfactor 3: Organization, Staff and Subcontractor Management

The offeror's approach for management of its personnel and subcontractors, and streamlined internal communications will be evaluated. The offeror's proposed management structure and plan for coordinating activities among the team members will be evaluated for the ability to accomplish tasks with minimal Government intervention. The offeror's approach will be evaluated to assure:

(a) Effective processes for internal team communication and monitoring team performance, and accomplishing tasks in a timely manner. Streamlined organizational approach that demonstrates clear lines of communication with delegated authority, which allow for timely accomplishment of tasks and submission of deliverables, and prompt resolution of task issues and discrepancies.

(b) Sound rationale for selecting subcontractors and for distributing workload among subcontractors.

(c) The ability to expand manpower and production capacity to support required or accelerated delivery/installation schedules will also be evaluated.

(d) Effective strategy to acquire expertise and methods to retain, maintain and train personnel. Having an established retention plan which addresses methods for assuring personnel remain versed on current and evolving technologies may be considered a benefit to the government.

2.4.4 Subfactor 4: Small and Small Disadvantaged Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Women-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities, and Minority Institutions

2.4.4.1

All proposals will be evaluated as to the extent of participation of Small and Small Disadvantaged Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Women-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities, and Minority Institutions. The proposal must provide the offeror's approach to achieving an acceptable level of small business participation. For other than small business, the percent of total small business subcontractor dollars shall be no less than 20% of the total annual contract value. For small business, the goal for the percentage of total Small Business Participation dollars (as defined in H-XXX) shall be no less than 20% of the total contract dollars, on an annual basis. The successful offerors will be required to provide reports on small business participation (ref. Clause H-XXX and CDRL C001 of the contract).

2.4.4.2

Offerors will receive an evaluation rating of pass/fail for this mission capability subfactor. An offeror who fails to submit an acceptable plan will be ineligible for award.

2.4.4.3

The offeror's Enhanced Small Business Subcontracting Plan or Small Business Participation Strategy will be evaluated to assure an acceptable level of small business participation. The following areas will be considered in evaluating the offeror's approach:

(a) The complexity of work subcontracted to each small business type

(b) For other than small business, the goal for the small business subcontracting shall be no less than 20% percent of total annual contract dollars (see H-XXX).

(c) For small business, the goal for the percentage of total Small Business Participation dollars (see H-XXX) shall be no less than 20% percent of total annual contract dollars.

(d) The diversity of small business types that are proposed for subcontracts

(e) The realism of the proposed subcontracts

(f) The extent of commitment to use Small Business

2.5 Proposal Risk Factor

Proposal Risk will be evaluated at the Mission Capability subfactor level. The Proposal Risk Factor is an assessment of the potential for disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For each identified risk, the assessment also addresses the offeror's proposal for mitigating the risk and why that approach is or is not manageable. Each Mission Capability subfactor will receive one of the Proposal Risk ratings defined at AFFARS 5315.305(a)(3)(ii).

2.6 Cost/Price Factor

2.6.1 Total Evaluated Price (TEP)

A TEP will be developed and used as a tool to evaluate rates, and as a consideration to select the awardees in the best value decision making process for the basic contract. The details for completing the TEP are included in Attachment 6 (See "Instructions" tab of Attachment 6-DESP II TEP.xls in Section J of this contract.) The government estimated hours are for evaluation purposes only and are not to be considered as minimums or maximums for any particular prime contractor or for the program.

2.6.2 Unbalanced Pricing

Price analysis will be used to determine if the proposed rates are unbalanced. Unbalanced pricing exists when, despite an acceptable total solicitation effort price, the price (rates) of one or more labor categories is significantly over or under-stated as demonstrated by the application of price analysis techniques. Unbalanced pricing may increase performance risk and result in a higher proposal risk rating or the offer may be rejected if the Government determines the lack of balance poses an unacceptable risk to the Government (FAR 15.404-1(g)).

2.6.3 Cost/Price Realism Analysis (CPRA)

Although not anticipated, a CPRA may be shown to the Source Selection Authority separately from the proposed prices. The CPRA may consider technical/management risks identified during the evaluation of the proposals. Costs or prices judged to be unrealistically low and technical/management risk associated with the proposal may be quantified by the government evaluators and may be included in the CPRA for each offeror. This CPRA may focus on the risks and weaknesses associated with an offeror's proposed technical approach and may include an assessment of the potential for schedule disruption, increased cost, performance degradation, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance.

2.7 Past Performance

2.7.1 Performance Confidence Assessment

Under the Past performance factor, the Performance Confidence Assessment represents the Government's confidence in the offeror successfully performing as proposed and is derived from a evaluation of the offeror's present and past work record. The Government will evaluate the offeror's demonstrated record of contracts/negotiated agreements/task orders compliance in supplying products and services that meet user's needs, including cost and schedule. The Performance Confidence Assessment is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, in each of the five functional categories described in the PWS, which are relevant to the Mission Capability subfactors. This will include data collected on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the Federal, State, or local Governments and commercial customers. As a result of the analysis of those strong points and shortcomings identified, each offeror will receive an integrated Performance Confidence Assessment, which is the rating for the Past performance factor. Although the performance confidence assessment focuses on performance that is relevant to the Mission Capability subfactors, the resulting Performance Confidence Assessment is made at the factor level. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the Contractor's business - like concern for the interest of the customer. Pursuant to DFARS 215.305(a)2, the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns and FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. As deemed necessary, the PRAG will confirm past performance data identified by offerors in their proposals and obtain additional past performance data from other sources.

2.7.2 Correction of Performance Problems

Where relevant performance records indicate performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions

taken (not just planned or promised). The Government may review more recent contracts/negotiated agreements/task orders or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Prompt corrective action in isolated instances may not outweigh negative trends.

2.7.3 Performance Ratings

Each offeror will receive one of the ratings described in AFFARS 5315.305(a)(2)(E) for the Past Performance factor.

2.7.4 Neutral/Unknown Past Performance Rating

Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance, and as a result, will receive a "Neutral/Unknown confidence" rating for the Past performance factor.

2.7.5 Adverse Past Performance

Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

2.7.6 Relevancy

In evaluating performance data, the Performance Risk Assessment Group (PRAG) shall determine the relevancy of each contract /negotiated agreement/task order. Relevancy is driven by how closely the efforts demonstrated in the prior contracts/negotiated agreements/task orders match the degree to which those efforts will be required to successfully perform the DESP II workloads in each of the five functional categories in the PWS. In the assessment, the relevancy of contracts/negotiated agreements/task orders will be considered along with the offeror's performance. Each contract/negotiated agreement/task order will be assigned a rating reflecting its degree of relevancy to the DESP II workload according to the following definitions:

Very Relevant (VR) – All efforts under the contract are of the scope, magnitude and complexity of the DESP II requirements that the team member will perform.

Relevant (R) – Most of the efforts under the contract are of the scope, magnitude, and complexity of the DESP II requirements that the team member will perform.

Somewhat Relevant (SR) – Some of the efforts under the contract are of the scope, magnitude and complexity of the DESP II requirements that the team member will perform.

Not Relevant (NR) – Efforts under the contract are not of the scope, magnitude and complexity of the DESP II requirements that the team member will perform.

More relevant performance will have a greater impact on the Performance Confidence Assessment than less relevant efforts. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

2.7.7 Sources of Past performance Information

Past performance information will be obtained through the Contractor Performance Assessment Reporting System (CPARS), similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the offeror and data obtained from other sources.

2.8 Discussions

If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs), and the Final Proposal Revision (FPR) will be considered in making the source selection decision.

2.9 Pre-Award Survey

The Government reserves the right to request pre-award surveys (PAS) as needed as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine an offeror's capability to meet the requirements of the solicitation.

2.10 Plant Visits

The Government reserves the right to conduct plant visits as needed during the evaluation phase to gather information for judging the offeror's potential for correcting deficiencies, quality of development or manufacturing practices/processes, or other areas useful in evaluating the offer. If conducted, the results will be assessed under the applicable factors/subfactors and will be used to validate and confirm the offeror's written proposal. The plant visit shall be conducted only at the request of the Government.

2.11 Solicitation Requirements, Terms, and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors, subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

(The above Clause/Provision has been modified.)

