

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27.				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO: A1		Page 1			
2. CONTRACT NUMBER			3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER FA8106-22-R-0004			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, AFLCMC WLK 3001 STAFF DR STE 1AG1 104A TINKER AFB OK 73145-3303 BUYER: Welth Cooper/AFLCMC/WLK welth.cooper@us.af.mil Phone: (405) 739- 5510				CODE FA8106		8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)				NAICS: 336411 SIZE STANDARD: 1,500	
9. (Agency Use) 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. SOLICITATION: OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL --											
10. ITEMS TO BE PURCHASED (Brief Description) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES Aircraft Manufacturing											
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 BLOCK 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. *120					12. ADMINISTERED BY						CODE
13. CONTRACTOR OFFEROR CODE					FACILITY CODE						
TELEPHONE NUMBER					UNIQUE ENTITY IDENTIFIER						
<input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					14. PAYMENT WILL BE MADE BY (SEE ESP CLAUSE 252.232-7003.)						CODE
15. PROMPT PAYMENT 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. ITEM NUMBER	18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY	20. UNIT	21. UNIT PRICE		22. AMOUNT		
	Routine ISSUED PURSUANT TO SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM THIS IS A TOTAL SMALL BUSINESS SET-ASIDE. Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 120 days.										
	SEE LINE ITEM SCHEDULE										
							Total				
23. ACCOUNTING AND APPROPRIATION DATA SEE SCHEDULE								24. TOTAL AWARD AMOUNT (For Government Use Only) \$			
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY 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 REASONS CHECKED

	CANNOT COMPLY WITH SPECIFICATIONS	CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED

OTHER (Specify)

WE DO		WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED
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NAME AND ADDRESS OF FIRM (Include Zip Code)

SIGNATURE

TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

**AFFIX
STAMP
HERE**

TO:

ATTN: Welth Cooper/AFLCMC/WLK
 DEPARTMENT OF THE AIR FORCE, AFLCMC WLK
 3001 STAFF DR STE 1AG1 104A
 TINKER AFB OK 73145-3303

SOLICITATION NUMBER FA810622R0004

DATE AND LOCAL TIME _____

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

T-6 AVIONICS REPLACEMENT PROGRAM (ARP)

A 7-YEAR (ONE (1) BASIC PERIOD AND ONE (1) FOUR-YEAR OPTION PERIOD) INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT IS CONTEMPLATED.

- (a) The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.
- (b) MINIMUM/MAXIMUM: This acquisition is for an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract IAW FAR 16.504. The total scope of work for which orders may be issued is set forth in the attached Statement of Work (SOW). All requirements will be acquired by issuance of Delivery Orders (DO). The minimum dollar amount is the price of CLINS XX. The maximum dollar amount the Government may order under this contract is the amount of the Total Proposed Price (TTP).
- (c) In response to this Request for Proposals (RFP), the offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408. Further, the offeror shall (1) utilize the DFARS 252.215-7009, Proposal Adequacy Checklist (PAC), in pre-submission proposal quality reviews, and (2) furnish the completed checklist as part of their proposal submission.
- (d) This solicitation contains the DFARS clause 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls. In order to receive any technical data related to this acquisition, offerors must send an email request to Welth Cooper at Welth.Cooper@us.af.mil. Release of any data is subject to applicable data rights. The request shall include the applicable solicitation number, the specific data needed (including TO and/or drawing numbers), and a copy of the current, approved DD Form 2345.

The form, including instructions for completing the form, is available at: <https://www.esd.whs.mil/Directives/forms/> or <https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2345.pdf>. The Government is not responsible for incomplete, misdirected, or untimely requests.**

- e) Proposal prices are NOT to be provided in Schedule B. Please include proposed prices for all Contract Line Item Numbers (CLINS) on the CLIN Pricing Matrix, Appendix B.
- (f) The Government reserves the right to add Contract Line Item Numbers (CLINs), as required to support the T-6 ARP Program. Sub-Contract Line Item Numbers may be established under CLINs to accommodate multiple ACRNs, Accounting and Appropriation Data.

CONTRACT PERIOD DATES:

BASE PERIOD (CLINS 00XX)	--	1 SEPT 2023 - 30 NOV 2026
OPTION PERIOD AND 6-MONTH EXTENSION (CLINS 10XX)	--	1 DEC 2026 - 30 NOV 2030

AIRCRAFT TECHNOLOGY MATURATION RISK REDUCTION (TMRR)

Item No.
0001

Firm Fixed Price

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

Aircraft Technology Maturation Risk Reduction (TMRR) in accordance with SOW paragraph(s) 1.1.1, 1.1.1.1, 1.1.1.2, 1.1.1.3, 1.1.1.4, 1.1.1.5, 1.1.2, 1.1.2.1, 1.1.3.

Limitations of Liability: Other Than High Value Item

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

ATD TECHNOLOGY MATURATION RISK REDUCTION (TMRR)

Item No.
0002

Firm Fixed Price

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

ATD Technology Maturation Risk Reduction (TMRR) in accordance with SOW paragraph(s) 1.1.1, 1.1.1.1, 1.1.1.2, 1.1.1.3, 1.1.1.4, 1.1.1.5, 1.1.2, 1.1.2.1, 1.1.3.

Limitations of Liability: Other Than High Value Item

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

LONG LEAD PARTS/MATERIAL - EMD

Item No.
0003

Firm Fixed Price

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

Long Lead Parts/Material - EMD in accordance with SOW paragraph(s) 4.10.1.

Limitations of Liability: Other Than High Value Item

LONG LEAD PARTS/MATERIAL - EMD

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

Buy American Act/Balance of Payments Program

LONG LEAD PARTS/MATERIAL - PRODUCTION LOT 1

Item No.
0004

Firm Fixed Price

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

Long Lead Parts/Material - Production Lot 1 in accordance with SOW paragraph(s) 4.10.1.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program

VIRTUAL PROTOTYPE DELIVERY (AIRCRAFT SYSTEM)

Item No.
0005

Not Separately Priced

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

Virtual Prototype Delivery (Aircraft System) in accordance with SOW paragraph(s) 5.1.7, 5.1.7.1, 5.1.8, 5.12.2 and Appendix E.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

AIRCRAFT DELIVERY INCENTIVES, PRELIMINARY DESIGN REVIEW (PDR)

Item No.
0006

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

Aircraft Delivery Incentives, Preliminary Design Review (PDR) in accordance with SOW paragraph(s) 3.1.4, 3.14.3, 5.1.7, 5.4, 5.6, 5.15, 7.2.3, 7.2.4 and Appendix E.

AIRCRAFT ENGINEERING AND MANUFACTURING DEVELOPMENT (EMD)

Item No.
0007

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

Aircraft Engineering and Manufacturing Development (EMD) in accordance with SOW paragraph(s) 3.9, 4.1, 4.10.1, 5.12.2, 5.15, 7.4.

Limitations of Liability: Other Than High Value Item

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

T-2 FLIGHT AND TELEMETRY

Item No.
0008

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

T-2 Flight and Telemetry in accordance with SOW paragraph(s) 5.10, 5.10.5, 5.15.

Limitations of Liability: Other Than High Value Item

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

PHYSICAL PROTOTYPE AND MOCK-UP DELIVERY (AIRCRAFT)

Item No.
0009

Firm Fixed Price

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

Physical Prototype and Mock-up Delivery (Aircraft) in accordance with SOW paragraph(s) 1.2, 3.0, 3.1, 5.12.6, 5.12.6.1, 5.12.7, 5.14 and Appendix E.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Buy American Act/Balance of Payments Program

AIRCRAFT DELIVERY INCENTIVES, CRITICAL DESIGN REVIEW (CDR)

Item No.
0010

Firm Fixed Price

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

Aircraft Delivery Incentives, Critical Design Review (CDR) in accordance with SOW paragraph(s) 3.14.4, 5.12.2, 5.12.3, 5.14.

AVIONICS SYSTEM INTEGRATION LAB (ASIL) DELIVERY

Item No.
0011

Firm Fixed Price

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

Avionics System Integration Lab (ASIL) Delivery in accordance with SOW paragraph(s) 5.14 and Appendix E.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Buy American Act/Balance of Payments Program

ASIL TESTING AND GOVERNMENT ACCEPTANCE SUPPORT (AIRCRAFT)

Item No.
0012

Firm Fixed Price

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

ASIL Testing and Government Acceptance Support (Aircraft) in accordance with SOW paragraph(s) 3.14.3, 5.12.2, 5.14 and Appendix E.

Limitations of Liability: Other Than High Value Item

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

FIRST ARTICLE KIT BUY (AIRCRAFT) - 3 KIT BUY

Item No.
0013

Firm Fixed Price

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

First Article Kit Buy (Aircraft) - 3 Kits in accordance with SOW paragraph(s) 5.12.6, 5.14.
Buy American Act/Balance of Payments Program

PROTOTYPE INSTALLATION/DELIVERY (AIRCRAFT)

Item No.
0014

Firm Fixed Price

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

Prototype Installation/Delivery (Aircraft) in accordance with SOW paragraph(s) 3.2.2, 3.18, 3.19, 3.20, 3.21.2, 4.11, 5.10, 5.12.6, 5.12.6.1, 5.12.6.2, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6 and Appendix E.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

AIRCRAFT DELIVERY INCENTIVES, TECHNICAL READINESS REVIEW (TRR)

Item No.
0015

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

Aircraft Delivery Incentives, Technical Readiness Review (TRR) in accordance with SOW paragraph(s) 3.14.5, 5.12.3 and Appendix E.

DEVELOPMENTAL TESTING SUPPORT (AIRCRAFT)

Item No.
0016

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

Developmental Testing Support (Aircraft) in accordance with SOW paragraph(s) 5.12.1, 5.12.3, 5.12.4.1.

Limitations of Liability: Other Than High Value Item

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

VIRTUAL PROTOTYPE DELIVERY (ATD)

Item No.
0017

Not Separately Priced			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	
	EA	NSP	

Virtual Prototype Delivery (ATD) in accordance with SOW paragraph(s) 5.1.8 and Appendix E.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Buy American Act/Balance of Payments Program

ATD DELIVERY INCENTIVES, PRELIMINARY DESIGN REVIEW (PDR)

Item No.
0018

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

ATD Delivery Incentives, Preliminary Design Review (PDR) in accordance with SOW paragraph(s) 7.2.3, 7.2.3.1, 7.2.3.2 and Appendix E.

ATD ENGINEERING AND MANUFACTURING DEVELOPMENT (EMD)

Item No.
0019

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

ATD Engineering and Manufacturing Development (EMD) in accordance with SOW paragraph(s) 7.4.

Limitations of Liability: Other Than High Value Item

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

KIT PROOF INSTALLATION/DELIVERY (AIRCRAFT)

Item No.
0020

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

Kit Proof Installation/Delivery (Aircraft) in accordance with SOW paragraph(s) 3.0, 5.12.6, 5.12.6.1, 5.14.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Buy American Act/Balance of Payments Program

DIGITAL TWIN DELIVERY (AIRCRAFT)

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

Buy American Act/Balance of Payments Program

PHYSICAL PROTOTYPE DELIVERY (ATD)

Item No.
0024

Firm Fixed Price

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

Physical Prototype Delivery (ATD) in accordance with SOW paragraph(s) 3.0, 3.1, 5.12.7 and Appendix E.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

ATD DELIVERY INCENTIVES, CRITICAL DESIGN REVIEW (CDR)

Item No.
0025

Firm Fixed Price

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

ATD Delivery Incentives, Critical Design Review (CDR) in accordance with SOW paragraph(s) 7.2.4, 7.2.4.1, 7.2.4.2 and Appendix E.

AIRCRAFT PRODUCTION LOT 1 KIT BUY (119 EACH)

Item No.
0026

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

Aircraft Production Lot 1 Kit Buy (119 each) in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required

AIRCRAFT PRODUCTION LOT 1 KIT BUY (119 EACH)

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

Buy American Act/Balance of Payments Program

ATD MODIFICATION TESTING & SUPPORT (ATD)

Item No.
0027

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

ATD Modification Testing & Support (ATD) in accordance with SOW paragraph(s) 3.0, 3.6, 3.16, 3.21.2, 3.21.4, 4.2, 4.4, 5.1, 5.1.3, 5.2, 5.3, 5.5, 5.10.2, 5.12.7, 7.1.2, 7.2, 7.3, 7.3.1, 7.3.2, 7.3.3, 7.4, 7.4.2, 8.0, 8.4 and Appendix E.

Limitations of Liability: Other Than High Value Item

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

CADRE ATD MODIFICATION INSTALLATION/DELIVERY (ATD)

Item No.
0028

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

Cadre ATD Modification Installation/Delivery (ATD) in accordance with SOW paragraph(s) 7.4.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

AIRCRAFT PRODUCTION LOT 1 KIT INSTALLATION (106 EACH)

Item No.
0029

Firm Fixed Price

AIRCRAFT PRODUCTION LOT 1 KIT INSTALLATION (106 EACH)

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

Aircraft Production Lot 1 Kit Installation in accordance with SOW paragraph(s) 4.10.1 and Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 1 KIT BUY

Item No.
0030

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

ATD Production Lot 1 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program

ATD PRODUCTION LOT 1 KIT BUY - 15 EACH

Item No.
0030AA

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

ATD Production Lot 1 Kit Buy (15 each) in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 1 KIT BUY - 15 EACH

Buy American Act/Balance of Payments Program

ATD PRODUCTION LOT 1 KIT BUY - 20 EACH

Item No.
0030AB

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

ATD Production Lot 1 Kit Buy (20 each) in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program

ATD PRODUCTION LOT 1 KIT BUY - 25 EACH

Item No.
0030AC

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

ATD Production Lot 1 Kit Buy (25 each) in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program

ATD PRODUCTION LOT 1 KIT INSTALLATION

Item No.
0031

Firm Fixed Price			
<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>

ATD PRODUCTION LOT 1 KIT INSTALLATION

1 LO

ATD Production Lot 1 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

ATD PRODUCTION LOT 1 KIT INSTALLATION (15 EACH)

Item No.
0031AA

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

ATD Production Lot 1 Kit Installation (15 each) in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

ATD PRODUCTION LOT 1 KIT INSTALLATION (20 EACH)

Item No.
0031AB

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

ATD Production Lot 1 Kit Installation (20 each) in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

ATD PRODUCTION LOT 1 KIT INSTALLATION (20 EACH)

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

ATD PRODUCTION LOT 1 KIT INSTALLATION (25 EACH)

Item No.
0031AC

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

ATD Production Lot 1 Kit Installation (25 each) in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

OVER AND ABOVE – PARTS & MATERIAL

Item No.
0032

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

J016
Over and Above Parts and Material - To Be Negotiated per Occurrence in accordance with SOW paragraph XX and DFARS 252.217-7028

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required

OVER AND ABOVE – PARTS & MATERIAL

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

Buy American Act/Balance of Payments Program

OVER AND ABOVE – LABOR RATES

Item No.
 0033

Firm Fixed Price

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

POSITION	PRICE	PRICE PER HOUR
Mechanic - Regular	FFP	
Mechanic - Overtime	FFP	
Mechanic - Premium	FFP	
Logistician - Regular	FFP	
Logistician - Overtime	FFP	
Logistician - Premium	FFP	
Engineer - Regular	FFP	
Engineer - Overtime	FFP	
Engineer - Premium	FFP	

J016
 Over and Above Labor Rates - To Be Negotiated per Occurrence in accordance with SOW paragraph XX and DFARS 252.217-7028

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program

TRAVEL

Item No.
 0034

Firm Fixed Price

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

J016

TRAVEL

Travel in accordance with SOW paragraph(s) TBD.

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection

DATA - CONTRACT DATA REQUIREMENTS LIST (SEPARATELY PRICED)

Item No.
0035

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

DATA (SEPARATELY PRICED)

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A018 System Engineering Management Plan (SEMP)

Item No.
0035AA

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

DATA (SEPARATELY PRICED)

A018 System Engineering Management Plan (SEMP) in accordance with paragraph(s) 3.14.1, 5.2.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A035 Technical Data Package (TDP)

Inspection: Destination
 Acceptance: Destination
 Inspection/Acceptance Report: Receiving Report Required
 Quality Assurance: Higher Level Contract Quality Requirements
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A049 Management Plan, Airworthiness

Item No.
 0035AE

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

DATA (SEPARATELY PRICED)
 A049 Management Plan, Airworthiness in accordance with SOW paragraph(s) 3.14.1, 5.11.2.1.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
 Acceptance: Destination
 Inspection/Acceptance Report: Receiving Report Required
 Quality Assurance: Higher Level Contract Quality Requirements
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A051 Commercial Derivative Aircraft (CDS) Airworthiness Certification

Item No.
 0035AF

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

DATA (SEPARATELY PRICED)
 A051 Commercial Derivative Aircraft (CDS) Airworthiness Certification in accordance with SOW paragraph(s) 5.11.2.3, 5.12.1.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
 Acceptance: Destination
 Inspection/Acceptance Report: Receiving Report Required
 Quality Assurance: Higher Level Contract Quality Requirements
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A052 Airworthiness Certification Criteria Report, Compliance Report

Item No.
 0035AG

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

DATA (SEPARATELY PRICED)
 A052 Airworthiness Certification Criteria Report, Compliance Report in accordance with SOW paragraph(s) 3.14.4, 3.14.5, 3.14.8, 5.11.2.5, 5.15.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
 Acceptance: Destination
 Inspection/Acceptance Report: Receiving Report Required
 Quality Assurance: Higher Level Contract Quality Requirements
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A060 Spectrum Certification Spectral Characteristics Data

Item No.
 0035AH

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

DATA (SEPARATELY PRICED)
 A060 Spectrum Certification Spectral Characteristics Data in accordance with SOW paragraph(s) 3.14.1, 5.7.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
 Acceptance: Destination
 Inspection/Acceptance Report: Receiving Report Required
 Quality Assurance: Higher Level Contract Quality Requirements
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A087 Digital System Model

Item No.
 0035AJ

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

DATA (SEPARATELY PRICED)
 A087 Digital System Model in accordance with SOW paragraph(s) 3.14.1, 3.14.3, 3.14.4, 5.1.3, 5.1.6.2.

Limitations of Liability: Other Than High Value Item

CDRL - A087 Digital System Model

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A088 Acquisition and Sustainment Data Package (ASDP) Product Engineering

Item No.
0035AK

Firm Fixed Price
Quantity U/I Unit Price Amount
EA

DATA (SEPARATELY PRICED)
A088 Acquisition and Sustainment Data Package (ASDP) Product Engineering Design Data and Associated Lists (EDDAL) in accordance with SOW paragraph(s) 3.14.3, 3.14.4, 5.1.4.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A089 Reliability and Maintainability (R&M) Block Diagrams and Mathematica

Item No.
0035AL

Firm Fixed Price
Quantity U/I Unit Price Amount
EA

DATA (SEPARATELY PRICED)
A089 Reliability and Maintainability (R&M) Block Diagrams and Mathematical Models Report in accordance with SOW paragraph(s) 3.14.3, 3.14.4, 5.5.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A091 Reliability and Maintainability Predictions Report

Item No.
 0035AM

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

DATA (SEPARATELY PRICED)
 A091 Reliability and Maintainability Predictions Report in accordance with SOW paragraph(s) 3.14.3, 3.14.4, 5.5.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
 Acceptance: Destination
 Inspection/Acceptance Report: Receiving Report Required
 Quality Assurance: Higher Level Contract Quality Requirements
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A093 Technical Report - Study/Services, Primary Flight Reference (PFR)

Item No.
 0035AN

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

DATA (SEPARATELY PRICED)
 A093 Technical Report - Study/Services, Primary Flight Reference (PFR) Endorsement - Display Information Package in accordance with SOW paragraph(s) 3.14.4, 3.14.5, 5.11.5.

Limitations of Liability: Other Than High Value Item

Inspection: Destination
 Acceptance: Destination
 Inspection/Acceptance Report: Receiving Report Required
 Quality Assurance: Higher Level Contract Quality Requirements
 The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

CDRL - A096 As Built Configuration List (ABCL) - Modified Item and Funding

Item No.
 0035AP

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

DATA (SEPARATELY PRICED)
 A096 As Built Configuration List (ABCL) - Modified Item and Funding Source in accordance with SOW paragraph(s) 3.14.6, 3.14.7, 5.1.10.

CDRL - A096 As Built Configuration List (ABCL) - Modified Item and Funding

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

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

CDRL - A097 Open Systems Management Plan (OSMP)

Item No.
0035AQ

Firm Fixed Price

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

DATA (SEPARATELY PRICED)

A097 Open Systems Management Plan (OSMP) in accordance with SOW paragraph(s) 3.14.1, 5.1.10.

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

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

CDRL - A105 Human Systems Integration Report

Item No.
0035AR

Firm Fixed Price

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

DATA (SEPARATELY PRICED)

A105 Human Systems Integration Report in accordance with SOW paragraph(s) 3.14.3, 5.6.

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

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

CDRL - A110 Department of Defense (DOD) Modeling and Simulation (M&S) Verif

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

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

CDRL - A117 Technical Manual Contract Requirements (TMCR)

Item No.
0035AV

Firm Fixed Price

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

DATA (SEPARATELY PRICED)

A117 Technical Manual Contract Requirements (TMCR) in accordance with SOW paragraph(s) 5.12.3.

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

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

DATA - CONTRACT DATA REQUIREMENTS LIST - ATD (NOT SEPARATELY PRICED)

Item No.
0036

Not Separately Priced

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

DATA

In accordance with the Requirements set forth on the DD Form 1423-1.

EXHIBIT	ITEM NO.	DOCUMENT NUMBER	DOCUMENT TITLE	VERSION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SOW REFERENCE
A	A001	DI-MISC-81397D	Hazardous Materials Management Program (HMMPP) Report	Rev D	1	LO	NSP	NSP	3.8
A	A002	DI-MGMT-80368A	Monthly Status Report	Rev A	1	LO	NSP	NSP	3.2.4, 3.9

A	A003	DI-ADMN-81249C	Conference Agenda	Rev C	1	LO	NSP	NSP	3.14, 3.14.10, 3.14.11, 3.14.12, 3.14.13, 7.2.1.1, 7.2.2.1, 7.2.3.1, 7.2.4.1, 7.3.2.1, 7.3.3.1
A	A004	DI-ADMN-81373	Presentation Material		1	LO	NSP	NSP	3.14, 3.14.10, 3.14.12, 7.2.1.1, 7.2.2.1, 7.2.3.1, 7.2.4.1, 7.3.2.1, 7.3.3.1
A	A005	DI-ADMN-81250C	Conference Minutes	Rev C	1	LO	NSP	NSP	3.14, 3.14.10, 3.14.12, 3.14.13, 7.2.1.2, 7.2.2.2, 7.2.3.2; 7.2.4.1, 7.2.4.2, 7.3.2.2
A	A007	DI-ADMIN-81401C	Contract Change Proposals (CCP)	Rev C	1	LO	NSP	NSP	3.1
A	A008	DI-MGMT-81861C	Integrated Program Management Data and Analysis Report (IPMDAR)	Rev C	1	LO	NSP	NSP	3.1, 3.2, 3.2.1, 3.2.2, 7.2.1.1, 7.2.2.1, 7.2.3.1, 7.2.4.1, 7.3.2.1
A	A009	DI-SESS-80642E	Notice of Revision (NOR)	Rev E	1	LO	NSP	NSP	3.12
A	A010	DI-MGMT-81453B	Data Accession List (DAL)	Rev B	1	LO	NSP	NSP	3.12, 3.21.2
A	A011	DI-SESS-80640E	Request for Variance (RFV)	Rev E	1	LO	NSP	NSP	3.12, 5.3
A	A012	DI-SESS-81732	Request for Waiver (RFW)		1	LO	NSP	NSP	3.12, 5.3
A	A014	DI-QCIC-80126B	USG Industry Data Exchange Program Alert Response (GIDEP)	Rev B	1	LO	NSP	NSP	3.21.2
A	A015	DI-MISC-80508B	Technical Report – Study/Services	Rev B	1	LO	NSP	NSP	3.14.3, 3.14.4, 3.21.4
A	A016	DI-SESS-80294B	Maintenance and Test Support Equipment Requirements List	Rev B	1	LO	NSP	NSP	4.2, 4.4
A	A020	DI-IPSC-81433A	Software Requirements Specification (SRS)	Rev A	1	LO	NSP	NSP	5.3, 9.1
A	A021	DI-SESS-81731	Traceability Data		1	LO	NSP	NSP	5.3
A	A024	DI-NDTI-80566A	Test Plan	Rev A	1	LO	NSP	NSP	7.2.4.1
A	A025	DI-QCIC-81536A	Test Information Sheet (TIS)	Rev A	1	LO	NSP	NSP	5.12.4.1
A	A026	DI-NDTI-80809B	Test/Inspection Report	Rev B	1	LO	NSP	NSP	7.3.1
A	A029	DI-SESS-81248B	Interface Control Document (ICD)	Rev B	1	LO	NSP	NSP	5.17
A	A030	DI-IPSC-81436A/T	Interface Design Description (IDD)	Rev A	1	LO	NSP	NSP	5.4, 5.17
A	A037	DI-FACR-80966A	Training Facilities Report (TFR)	Rev A	1	LO	NSP	NSP	TBD
A	A039	DI-MGMT-81797	Program Management Plan (PMP)		1	LO	NSP	NSP	3.1.1
A	A041	DI-IPSC-81427B	Software Development Plan (SDP)	Rev B	1	LO	NSP	NSP	9.0
A	A042	DI-IPSC-81438A	Software Test Plan (STP)	Rev A	1	LO	NSP	NSP	9.0
A	A043	DI-IPSC-81435B	Software Design Description (SDD)	Rev B	1	LO	NSP	NSP	9.2
A	A044	DI-IPSC-81439A	Software Test Description (STD)	Rev A	1	LO	NSP	NSP	9.4
A	A045	DI-IPSC-81440A	Software Test Report	Rev A	1	LO	NSP	NSP	9.4

			(STR)						
A	A046	DI-IPSC-81441A	Software Product Specification (SPS)	Rev A	1	LO	NSP	NSP	9.5
A	A048	DI-MGMT-81948	Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan		1	LO	NSP	NSP	4.1
A	A054	DI-MGMT-82133/T	Requirements Traceability Verification Matrix		1	LO	NSP	NSP	5.3, 7.1.2, 7.2.1.1, 7.2.4.1
A	A055	DI-ILSS-80095	Integrated Logistics Support Plan		1	LO	NSP	NSP	4.1
A	A056	DI-SAFT-80103C	ECP System Safety Report		1	LO	NSP	NSP	TBD
A	A057	DI-MISC-80508B	Technical Report-Study/Services, Cybersecurity Risk Impact Evaluation Recommendation (CIER)		1	LO	NSP	NSP	3.21.4
A	A058	DI-MISC-80508B	Technical Report-Study/Services, Cyber Security Controls		1	LO	NSP	NSP	3.21.4
A	A059	DI-FACR-80976	Facilities Plan		1	LO	NSP	NSP	4.5
A	A063	DI-QCIC-80553A	Acceptance Test Plan	Rev A	1	LO	NSP	NSP	7.3.2.1
A	A064	DI-NDTI-80603A	Test Procedure, Acceptance Test Procedures	Rev A	1	LO	NSP	NSP	7.2.4.1, 7.3.1
A	A069	DI-SES-81646C	Configuration Audit Plan		1	LO	NSP	NSP	3.13, 7.3.6
A	A073	DI-MISC-80508B	Technical Report – Study/Services, Substantiating Analysis		1	LO	NSP	NSP	5.3
A	A074	TBD	TBD		1	LO	NSP	NSP	TBD
A	A079	DI-SESS-80858D	Supplier's Configuration Management Plan	Rev D	1	LO	NSP	NSP	3.12
A	A080	DI-MGMT-81808	Contractor's Risk Management Plan		1	LO	NSP	NSP	3.17, 4.8, 7.2.1.1
A	A081	DI-MGMT-81809	Risk Management Report		1	LO	NSP	NSP	3.17, 4.8, 7.2.1.1, 7.2.2.1, 7.2.3.1, 7.2.4.1, 7.3.2.1, 7.3.3.1
A	A082	DI-MISC-80508B	Technical Report – Study/Services, ATD Architecture Analysis Report	Rev B	1	LO	NSP	NSP	3.21.4
A	A083	DI-IPSC-82249A	Software Assurance Evaluation Report	Rev A	1	LO	NSP	NSP	3.21.5
A	A084	DI-MGMT-82273	DMSMS Health Assessment Report		1	LO	NSP	NSP	4.1
A	A085	DI-ILSS-80868	Special Equipment Tools and Test Equipment List		1	LO	NSP	NSP	4.2
A	A086	DI-MISC-82104	Site Survey Report (SSR)		1	LO	NSP	NSP	4.6
A	A090	DI-SESS-82322	Built-in-Test Fault Tree		1	LO	NSP	NSP	5.5
A	A095	DI-DRPR-81961B	Engineering Drawing Tree	Rev B	1	LO	NSP	NSP	5.10.6
A	A099	DI-MGMT-81334D	Contract Work Breakdown Structure	Rev D	1	LO	NSP	NSP	3.3
A	A100	DI-MISC-81398D	Hazardous Materials Management Program (HMMP) Plan	Rev D	1	LO	NSP	NSP	3.8

A	A101	DI-SESS-81903	As-Built Configuration (ABC) Bill of Material (BOM) List.		1	LO	NSP	NSP	3.12
A	A102	DI-ADMN-81306	Program Protection Implementation Plan (PPIP)		1	LO	NSP	NSP	3.21.1
A	A103	DI-MGMT-80004A	Management Plan, Anti-Tamper (AT) Plan	Rev A	1	LO	NSP	NSP	3.21.1.2
A	A104	DI-FNCL-80449	Design-To-Cost/Life Cycle Cost and Variance Analysis Report		1	LO	NSP	NSP	4.10
A	A107	DI-SESS-80858D/T	Supplier's Configuration Management Plan, Software Configuration Management Plans	Rev D	1	LO	NSP	NSP	3.12
A	A112	DI-PSSS-80134B	Proposed Spare Parts List	Rev B	1	LO	NSP	NSP	7.2.4.1 (ATD Only)
A	A113	DI-NDTI-80566A	Test Plan/System Test Plan	Rev A	1	LO	NSP	NSP	7.3.1 (ATD Only)
A	A115	DI-PACK-80120D	Preservation and Packing Data	Rev D	1	LO	NSP	NSP	4.7.1
A	A119	DI-QCIC-81794A	Quality Assurance Program Plan (QAPP)	Rev A	1	LO	NSP	NSP	3.16
A	A120	DI-NUOR-81411A	Engineering Evaluation Report (EER)	Rev A	1	LO	NSP	NSP	3.16
SEE DFARS 252.204-7002, Payment for Subline Items Not Separately Priced									
The award of any or all reports shall be at the sole discretion of the Government. The Government reserves the right to delete each line item of data and/or reports that the Government does not desire prior to and after final award.									

DATA (NOT SEPARATELY PRICED)

In accordance with the Requirements set forth on the DD Form 1423-1 attached (See SOW Attachment) and SOW paragraphs XX

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

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

DATA - CONTRACT DATA REQUIREMENTS LIST - AIRCRAFT SYSTEM (NOT SEPARATELY PRICED)

Item No.
0037

Not Separately Priced

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

DATA

In accordance with the Requirements set forth on the DD Form 1423-1.

EXHIBIT	ITEM NO.	DOCUMENT NUMBER	DOCUMENT TITLE	VERSION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SOW REFERENCE
B	A001	DI-MISC-81397D	Hazardous Materials Management Program (HMMPP) Report	Rev D	1	LO	NSP	NSP	3.8
B	A002	DI-MGMT-80368A	Monthly Status Report	Rev A	1	LO	NSP	NSP	3.2.4, 3.9
B	A003	DI-ADMN-81249C	Conference Agenda	Rev C	1	LO	NSP	NSP	3.14, 3.14.10, 3.14.11, 3.14.12, 3.14.13, 5.12.3
B	A004	DI-ADMN-81373	Presentation Material		1	LO	NSP	NSP	3.14, 3.14.10, 3.14.12
B	A005	DI-ADMN-81250C	Conference Minutes	Rev C	1	LO	NSP	NSP	3.14, 3.14.10, 3.14.12, 3.14.13, 3.14.17, 5.12.3
B	A006	DI-MISC-81241	Airworthiness Directives/Service Bulletins/Advisory Data		1	LO	NSP	NSP	3.15
B	A007	DI-ADMIN-81401C	Contract Change Proposals (CCP)	Rev C	1	LO	NSP	NSP	3.1
B	A008	DI-MGMT-81861C	Integrated Program Management Data and Analysis Report (IPMDAR)	Rev C	1	LO	NSP	NSP	3.1, 3.2, 3.2.1, 3.2.2, 3.14.1, 3.14.8
B	A009	DI-SESS-80642E	Notice of Revision (NOR)	Rev E	1	LO	NSP	NSP	3.12
B	A010	DI-MGMT-81453B	Data Accession List (DAL)	Rev B	1	LO	NSP	NSP	3.12, 3.21.2
B	A011	DI-SESS-80640E	Request for Variance (RFV)	Rev E	1	LO	NSP	NSP	3.12, 3.14.1, 3.14.2, 3.14.3, 3.14.4, 3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.3
B	A012	DI-SESS-81732	Request for Waiver (RFW)		1	LO	NSP	NSP	3.12, 3.14.1, 3.14.2, 3.14.3, 3.14.4, 3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.3
B	A013	DI-SESS-82329	Technical Report-Study/Services, Mechanical Equipment and Subsystems Integrity Program (MECSIP) Master Plan (MP)		1	LO	NSP	NSP	3.14.1, 5.16.1
B	A014	DI-QCIC-80126B	USG Industry Data Exchange Program Alert Response (GIDEP)	Rev B	1	LO	NSP	NSP	3.21.2
B	A015	DI-MISC-80508B	Technical Report – Study/Services	Rev B	1	LO	NSP	NSP	3.14.3, 3.14.4, 3.21.4
B	A016	DI-SESS-80294B	Maintenance and Test Support Equipment Requirements List	Rev B	1	LO	NSP	NSP	4.2, 4.4
B	A017	DI-SESS-81022E	Configuration Audit Summary Report	Rev E	1	LO	NSP	NSP	4.11

			and Certification						
B	A020	DI-IPSC-81433A	Software Requirements Specification (SRS)	Rev A	1	LO	NSP	NSP	3.14.1, 5.3, 9.1
B	A021	DI-SESS-81731	Traceability Data		1	LO	NSP	NSP	3.14.1, 5.3
B	A022	DI-SAFT-81932	Critical Safety Items (CSI)/Critical Application Item (CAI) List		1	LO	NSP	NSP	5.16.1
B	A024	DI-NDTI-80566A	Test Plan	Rev A	1	LO	NSP	NSP	3.14.1, 5.12.1, 5.12.2, 5.12.4.1
B	A025	DI-QCIC-81536A	Test Information Sheet (TIS)	Rev A	1	LO	NSP	NSP	5.12.4.1
B	A026	DI-NDTI-80809B	Test/Inspection Report	Rev B	1	LO	NSP	NSP	3.14.7
B	A027	DI-NDTI-81284	Test and Evaluation Program Plan (TEPP)		1	LO	NSP	NSP	3.14.1, 5.15
B	A028	DI-NDTI-80603A	Test Procedure	Rev A	1	LO	NSP	NSP	5.14
B	A029	DI-SESS-81248B	Interface Control Document (ICD)	Rev B	1	LO	NSP	NSP	3.14.3, 5.17
B	A030	DI-IPSC-81436A/T	Interface Design Description (IDD)	Rev A	1	LO	NSP	NSP	3.14.3, 5.4, 5.17
B	A031	DI-SESS-81495B	Failure Mode, Effects, and Criticality Analysis Report	Rev B	1	LO	NSP	NSP	3.14.3, 5.8
B	A032	DI-SAFT-81626	System Safety Program Plan (SSPP)		1	LO	NSP	NSP	3.14.1, 5.9
B	A033	DI-SAFT-80101C	System Safety Hazard Analysis Report (SSHAR)	Rev C	1	LO	NSP	NSP	5.9
B	A034	DI-SAFT-81563	Accident/Incident Report		1	LO	NSP	NSP	5.9
B	A036	DI-MGMT-81501A	Weight and Balance Report for Aircraft	Rev A	1	LO	NSP	NSP	3.14.3, 3.14.4, 4.12, 5.12.6
B	A037	DI-FACR-80966A	Training Facilities Report (TFR)	Rev A	1	LO	NSP	NSP	TBD
B	A038	DI-IPSC-81432A	System/Subsystem Design Description (SSDD)	Rev A	1	LO	NSP	NSP	3.14.1
B	A039	DI-MGMT-81797	Program Management Plan (PMP)		1	LO	NSP	NSP	3.1.1
B	A040	DI-IPSC-81442A	Software Version Description (SVD)	Rev A	1	LO	NSP	NSP	3.14.7
B	A041	DI-IPSC-81427B	Software Development Plan (SDP)	Rev B	1	LO	NSP	NSP	3.14.1, 9.0
B	A042	DI-IPSC-81438A	Software Test Plan (STP)	Rev A	1	LO	NSP	NSP	3.14.1, 9.0
B	A043	DI-IPSC-81435B	Software Design Description (SDD)	Rev B	1	LO	NSP	NSP	3.14.3, 3.14.4, 9.2
B	A044	DI-IPSC-81439A	Software Test Description (STD)	Rev A	1	LO	NSP	NSP	3.14.5, 9.4
B	A045	DI-IPSC-81440A	Software Test Report (STR)	Rev A	1	LO	NSP	NSP	3.14.5, 9.4
B	A046	DI-IPSC-81441A	Software Product Specification (SPS)	Rev A	1	LO	NSP	NSP	3.14.3, 9.5
B	A047	DI-TMSS-80527D	Commercial Off-The-Shelf Manuals and Associated	Rev D	1	LO	NSP	NSP	3.14.5

			Supplemental Data						
B	A048	DI-MGMT-81948	Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan		1	LO	NSP	NSP	3.14.1, 3.14.3, 4.1
B	A050	DI-SESS-81121A	Baseline Description Document		1	LO	NSP	NSP	3.14.3, 3.14.4, 5.11.2.2
B	A053	DI-SAFT-80102C	Safety Assessment Report		1	LO	NSP	NSP	3.14.3, 3.14.4, 3.14.5, 5.9, 5.11.2.6, 5.12.1, 5.12.3
B	A054	DI-MGMT-82133/T	Requirements Traceability Verification Matrix		1	LO	NSP	NSP	3.14.1, 5.3
B	A055	DI-ILSS-80095	Integrated Logistics Support Plan		1	LO	NSP	NSP	4.1
B	A056	DI-SAFT-80103C	ECP System Safety Report		1	LO	NSP	NSP	TBD
B	A057	DI-MISC-80508B/T	Technical Report-Study/Services, Cybersecurity Risk Impact Evaluation Recommendation (CIER)		1	LO	NSP	NSP	3.21.4
B	A058	DI-MISC-80508B	Technical Report-Study/Services, Cyber Security Controls		1	LO	NSP	NSP	3.21.4
B	A059	DI-FACR-80976	Facilities Plan		1	LO	NSP	NSP	4.5
B	A061	DI-ILSS-80872	Training Materials, Aircraft System Integration Lab (ASIL)		1	LO	NSP	NSP	3.14.3, 5.14
B	A062	DI-IPSC-81443A	Software User Manual (SUM), Aircraft System Integration Lab (ASIL)		1	LO	NSP	NSP	3.14.3, 5.14
B	A063	DI-QCIC-80553A	Acceptance Test Plan	Rev A	1	LO	NSP	NSP	3.14.1, 5.14
B	A064	DI-NDTI-80603A	Test Procedure, Acceptance Test Procedures	Rev A	1	LO	NSP	NSP	3.14.3
B	A065	DI-QCIC-81891	Acceptance Test Report		1	LO	NSP	NSP	3.14.3, 5.12.2, 5.14
B	A066	DI-MGMT-80004A	Management Plan, Systems Integration Plan	Rev A	1	LO	NSP	NSP	3.14.1, 5.14
B	A067	DI-EMCS-81543A	Spectrum Supportability Risk Assessment (SSRA)	Rev A	1	LO	NSP	NSP	3.14.1
B	A068	DI-MISC-81283	Specification Requirement Verification Matrix (SRVM)		1	LO	NSP	NSP	3.14.1
B	A069	DI-SES-81646C	Configuration Audit Plan		1	LO	NSP	NSP	3.13, 3.14.1
B	A070	DI-EMCS-81540B	Electromagnetic Environmental		1	LO	NSP	NSP	3.14.4

			Effects						
B	A071	DI-EMCS-81541B	E3 Verification Procedures		1	LO	NSP	NSP	3.14.1, 3.14.3
B	A072	DI-EMCS-81542B	E3 Verification Reports		1	LO	NSP	NSP	3.14.6
B	A073	DI-MISC-80508B	Technical Report – Study/Services, Substantiating Analysis		1	LO	NSP	NSP	3.14.3, 3.14.4, 5.3
B	A074	TBD	TBD		1	LO	NSP	NSP	TBD
B	A075	DI-FNCL-82162	Cost and Hour Report		1	LO	NSP	NSP	3.5
B	A076	DI-MGMT-82164	Quantity Data Report		1	LO	NSP	NSP	3.5
B	A077	DI-FNCL-81765C	Contractor Business Data Report	Rev C	1	LO	NSP	NSP	3.5
B	A078	DI-MGMT-82165	Technical Data Report		1	LO	NSP	NSP	3.5
B	A079	DI-SESS-80858D	Supplier's Configuration Management Plan	Rev D	1	LO	NSP	NSP	3.12, 3.14.1
B	A080	DI-MGMT-81808	Contractor's Risk Management Plan		1	LO	NSP	NSP	3.14.1, 3.17, 4.8
B	A081	DI-MGMT-81809	Risk Management Report		1	LO	NSP	NSP	3.14.1, 3.14.2, 3.14.3, 3.14.4, 3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 3.17, 4.8
B	A082	DI-MISC-80508B	Technical Report – Study/Services, ATD Architecture Analysis Report	Rev B	1	LO	NSP	NSP	3.14.3, 3.14.4, 3.21.4
B	A083	DI-IPSC-82249A	Software Assurance Evaluation Report	Rev A	1	LO	NSP	NSP	3.14.8, 3.21.5
B	A084	DI-MGMT-82273	DMSMS Health Assessment Report		1	LO	NSP	NSP	4.1
B	A085	DI-ILSS-80868	Special Equipment Tools and Test Equipment List		1	LO	NSP	NSP	4.2
B	A086	DI-MISC-82104	Site Survey Report (SSR)		1	LO	NSP	NSP	4.6
B	A090	DI-SESS-82322	Built-in-Test Fault Tree		1	LO	NSP	NSP	3.14.3, 3.14.4, 5.5
B	A092	DI-MGMT-82188	Accident Incident Report		1	LO	NSP	NSP	3.14.1, 3.14.2, 3.14.3, 3.14.4, 3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.11.4
B	A094	DI-SAFT-81300B	Mishap Risk Assessment Report (MRAR)	Rev B	1	LO	NSP	NSP	3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.9
B	A095	DI-DRPR-81961B	Engineering Drawing Tree	Rev B	1	LO	NSP	NSP	3.14.3, 3.14.4, 5.10.6
B	A098	DI-MGMT-81468A	Contract Funds Status Report (CFSR)	Rev A	1	LO	NSP	NSP	3.2.3.1
B	A099	DI-MGMT-81334D	Contract Work Breakdown Structure	Rev D	1	LO	NSP	NSP	3.3
B	A100	DI-MISC-81398D	Hazardous Materials Management Program (HMMP) Plan	Rev D	1	LO	NSP	NSP	3.8, 3.14.1, 3.14.2

B	A101	DI-SESS-81903	As-Built Configuration (ABC) Bill of Material (BOM) List		1	LO	NSP	NSP	3.12
B	A102	DI-ADMN-81306	Program Protection Implementation Plan (PPIP)		1	LO	NSP	NSP	3.21.1
B	A103	DI-MGMT-80004A	Management Plan, Anti-Tamper (AT) Plan	Rev A	1	LO	NSP	NSP	3.21.1.2
B	A104	DI-FNCL-80449	Design-To-Cost/Life Cycle Cost and Variance Analysis Report		1	LO	NSP	NSP	3.14.1, 3.14.3, 3.14.4, 3.14.8, 4.10
B	A106	DI-MGMT-80258B	Material Improvement Project (MIP) Report	Rev A	1	LO	NSP	NSP	5.13
B	A107	DI-SESS-80858D/T	Supplier's Configuration Management Plan, Software Configuration Management Plans	Rev D	1	LO	NSP	NSP	3.12
B	A111	DI-MISC-81562	Temporary Non-Standard Modification Documentation and Marking Requirements for Test Equipment in Aerospace Vehicles and Related Ground Support Equipment, T-2 Modifications for EMD Aircraft		1	LO	NSP	NSP	5.15
B	A112	DI-PSSS-80134B	Proposed Spare Parts List	Rev B	1	LO	NSP	NSP	7.2.4.1
B	A113	DI-NDTI-80566A	Test Plan/System Test Plan	Rev A	1	LO	NSP	NSP	7.3.1
B	A114	DI-MGMT-82188	Accident Incident Report		1	LO	NSP	NSP	12.2
B	A115	DI-PACK-80120D	Preservation and Packing Data	Rev D	1	LO	NSP	NSP	4.7.1
B	A116	DI-NDTI-81307A	First Article Qualification Test Plan and Procedures	Rev A	1	LO	NSP	NSP	5.12.2
B	A118	DI-MGMT-80368A	Monthly Status Report-Frequency Allocation Application Status	Rev A	1	LO	NSP	NSP	5.7
B	A119	DI-QCIC-81794A	Quality Assurance Program Plan (QAPP)	Rev A	1	LO	NSP	NSP	3.16
B	A120	DI-NUOR-81411A	Engineering Evaluation Report (EER)	Rev A	1	LO	NSP	NSP	3.16

SEE DFARS 252.204-7002, Payment for Subline Items Not Separately Priced

The award of any or all reports shall be at the sole discretion of the Government. The Government reserves the right to delete each line item of data and/or reports that the Government does not desire prior to and after final award.

DATA (NOT SEPARATELY PRICED)

AIRCRAFT PRODUCTION LOT 3 KIT BUY (120 EACH)

Item No.
1003

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

Aircraft Production Lot 3 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

AIRCRAFT PRODUCTION LOT 3 KIT INSTALLATION (120 EACH)

Item No.
1004

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

Aircraft Production Lot 3 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

AIRCRAFT PRODUCTION LOT 4 KIT BUY (81 EACH)

Item No.
1005

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

Aircraft Production Lot 4 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required

ATD PRODUCTION LOT 2 KIT BUY (15 EACH)

1 LO

ATD Production Lot 2 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 2 KIT BUY (20 EACH)

Item No.
1007AB

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

ATD Production Lot 2 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 2 KIT BUY (25 EACH)

Item No.
1007AC

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

ATD Production Lot 2 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 2 KIT INSTALLATION

Item No.
 1008

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

ATD Production Lot 2 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

ATD PRODUCTION LOT 2 KIT INSTALLATION (15 EACH)

Item No.
 1008AA

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

ATD Production Lot 2 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

ATD PRODUCTION LOT 2 KIT INSTALLATION (20 EACH)

Item No.
 1008AB

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

ATD PRODUCTION LOT 2 KIT INSTALLATION (20 EACH)

ATD Production Lot 2 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

ATD PRODUCTION LOT 2 KIT INSTALLATION (25 EACH)

Item No.
 1008AC

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

ATD Production Lot 2 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

Buy American Act/Balance of Payments Program		
Class I ODS Substance	Application/Use	Quantity
NONE		

ATD PRODUCTION LOT 3 KIT BUY

Item No.
 1009

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

GBTS Production Lot 3 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

Inspection: Origin
 Acceptance: Origin
 Inspection/Acceptance Report: Receiving Report Required

ATD PRODUCTION LOT 3 KIT BUY (25 EACH)

1 LO

GBTS Production Lot 3 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 3 KIT INSTALLATION

Item No.
1010

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

ATD Production Lot 3 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 3 KIT INSTALLATION (15 EACH)

Item No.
1010AA

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

ATD Production Lot 3 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 3 KIT INSTALLATION (20 EACH)

Item No.
1010AB

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

ATD Production Lot 3 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 3 KIT INSTALLATION (25 EACH)

Item No.
1010AC

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

ATD Production Lot 3 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 4 KIT BUY

Item No.
1011

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

GBTS Production Lot 4 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

ATD PRODUCTION LOT 4 KIT BUY

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

ATD PRODUCTION LOT 4 KIT BUY (15 EACH)

Item No.
1011AA

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

GBTS Production Lot 4 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 4 KIT BUY (20 EACH)

Item No.
1011AB

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

GBTS Production Lot 4 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 4 KIT BUY (25 EACH)

Item No.
1011AC

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

GBTS Production Lot 4 Kit Buy in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 4 KIT INSTALLATION

Item No.
1012

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

GBTS Production Lot 4 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

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

ATD PRODUCTION LOT 4 KIT INSTALLATION (15 EACH)

Item No.
1012AA

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		

GBTS Production Lot 4 Kit Installation in accordance with SOW Appendix B.

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required

TRAVEL

Item No.
 1015

Firm Fixed Price

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

Travel in accordance with SOW paragraph(s) TBD.

Limitations of Liability: Other Than High Value Item

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

DATA - CONTRACT DATA REQUIREMENTS LIST (NOT SEPARATELY PRICED)

Item No.
 1016

Not Separately Priced

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

DATA
 In accordance with the Requirements set forth on the DD Form 1423-1.

EXHIBIT	ITEM NO.	DOCUMENT NUMBER	DOCUMENT TITLE	VERSION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SOW REFERENCE
C	A001	DI-MISC-8139 7D	Hazardous Materials Management Program (HMMPP) Report	Rev D	1	LO	NSP	NSP	3.8
C	A002	DI-MGMT-803 68A	Monthly Status Report	Rev A	1	LO	NSP	NSP	3.2.4, 3.9
C	A003	DI-ADMN-812 49C	Conference Agenda	Rev C	1	LO	NSP	NSP	3.14, 3.14.10, 3.14.11, 3.14.12, 3.14.13, 5.12.3, 7.2.1.1, 7.2.2.1, 7.2.3.1, 7.2.4.1, 7.3.2.1, 7.3.3.1
C	A004	DI-ADMN-813 73	Presentation Material		1	LO	NSP	NSP	3.14, 3.14.10, 3.14.12, 7.2.1.1, 7.2.2.1, 7.2.3.1, 7.2.4.1, 7.3.2.1, 7.3.3.1
C	A005	DI-ADMN-812 50C	Conference Minutes	Rev C	1	LO	NSP	NSP	3.14, 3.14.10, 3.14.12, 3.14.13, 3.14.17,

									5.12.3, 7.2.1.2, 7.2.2.2, 7.2.3.2; 7.2.4.1, 7.2.4.2, 7.3.2.2
C	A006	DI-MISC-8124 1	Airworthiness Directives/Service Bulletins/Advisory Data		1	LO	NSP	NSP	3.15
C	A007	DI-ADMIN-814 01C	Contract Change Proposals (CCP)	Rev C	1	LO	NSP	NSP	3.1
C	A009	DI-SESS-80642 E	Notice of Revision (NOR)	Rev E	1	LO	NSP	NSP	3.12
C	A010	DI-MGMT-814 53B	Data Accession List (DAL)	Rev B	1	LO	NSP	NSP	3.12, 3.21.2
C	A011	DI-SESS-80640 E	Request for Variance (RFV)	Rev E	1	LO	NSP	NSP	3.12, 3.14.1, 3.14.2, 3.14.3, 3.14.4, 3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.3
C	A012	DI-SESS-81732	Request for Waiver (RFW)		1	LO	NSP	NSP	3.12, 3.14.1, 3.14.2, 3.14.3, 3.14.4, 3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.3
C	A033	DI-SAFT-80101 C	System Safety Hazard Analysis Report (SSHAR)	Rev C	1	LO	NSP	NSP	5.9
C	A034	DI-SAFT-81563	Accident/Incident Report		1	LO	NSP	NSP	5.9
C	A056	DI-SAFT-80103 C	ECP System Safety Report		1	LO	NSP	NSP	TBD
C	A075	DI-FNCL-8216 2	Cost and Hour Report		1	LO	NSP	NSP	3.5
C	A076	DI-MGMT-821 64	Quantity Data Report		1	LO	NSP	NSP	3.5
C	A084	DI-MGMT-822 73	DMSMS Health Assessment Report		1	LO	NSP	NSP	4.1
C	A092	DI-MGMT-821 88	Accident Incident Report		1	LO	NSP	NSP	3.14.1, 3.14.2, 3.14.3, 3.14.4, 3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.11.4
C	A094	DI-SAFT-81300 B	Mishap Risk Assessment Report (MRAR)	Rev B	1	LO	NSP	NSP	3.14.5, 3.14.6, 3.14.7, 3.14.8, 3.14.9, 5.9
C	A096	DI-CMAN-815 16/T	As Built Configuration List (ABCL) – Modified Item and Funding Source		1	LO	TBN	TBN	3.14.6, 3.14.7, 5.1.10
C	A098	DI-MGMT-814 68A	Contract Funds Status Report (CFSR)	Rev A	1	LO	NSP	NSP	3.2.3.1
C	A099	DI-MGMT-813 34D	Contract Work Breakdown Structure	Rev D	1	LO	NSP	NSP	3.3

C	A104	DI-FNCL-8044 9	Design-To-Cost/Life Cycle Cost and Variance Analysis Report		1	LO	NSP	NSP	3.14.1, 3.14.3, 3.14.4, 3.14.8, 4.10
C	A106	DI-MGMT-802 58B	Material Improvement Project (MIP) Report	Rev A	1	LO	NSP	NSP	5.13
C	A114	DI-MGMT-821 88	Accident Incident Report		1	LO	NSP	NSP	12.2
C	A117	TM-86-01Q	Technical Manual Contract Requirements (TMCR)		1	LO	TBN	TBN	5.12.3

SEE DFARS 252.204-7002, Payment for Subline Items Not Separately Priced

The award of any or all reports shall be at the sole discretion of the Government. The Government reserves the right to delete each line item of data and/or reports that the Government does not desire prior to and after final award.

DATA (NOT SEPARATELY PRICED)

In accordance with the Requirements set forth on the DD Form 1423-1 attached (See SOW Attachment) and SOW paragraphs TBD.

Limitations of Liability: Other Than High Value Item

Inspection: Destination

Acceptance: Destination

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

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

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
(IAW FAR 46.302)
(Applicable for supplies, services furnishing of supplies, fixed-price and exceeds the simplified acquisition threshold)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(IAW FAR 46.304)
(Applicable for fixed-price services, or supplies furnishing services over the simplified acquisition threshold)

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

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

Title	Number	Date	Tailoring
*See Individual Line Item Schedule			

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

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

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

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

(Applicable to all orders issued hereunder)

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

Government Contract Quality Assurance Inspection and Acceptance will be at destination(s) specified herein (Final).										
Item No(s):	0005,	0009,	0011,	0014,	0017,	0020,	0022,	0023,	0024,	0028,
	0035,	0035AA,	0035AB,		0035AC,		0035AD,		0035AE,	
	0035AF,	0035AG,	0035AH,		0035AJ,	0035AK,			0035AL,	
	0035AM,	0035AN,	0035AP,		0035AQ,		0035AR,			
	0035AS,	0035AT,	0035AU,		0035AV,		0036,	0037,	1013,	
	1014,	1016								

PART I - THE SCHEDULE
 SECTION F
 DELIVERIES OR PERFORMANCE

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
 (IAW FAR 11.703(b))

(Applicable when fixed-price supplies are furnished)

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

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

52.242-17 **GOVERNMENT DELAY OF WORK** (APR 1984)
(IAW FAR 42.1305(c))
(Applicable to fixed-price for supplies other than commercial or modified-commercial items)

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

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

252.232-7006 **WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS** (DEC 2018)
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))
(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

(Contracting Officer: Insert applicable document type(s).
Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)
(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")
(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

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

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

(g) WAWF point of contact.

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

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

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

(Applicable in solicitations and contracts or task or delivery orders, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, when 252.232-7003 is used and none of the exceptions at 232.7002(b)(1) apply. See PGI 232.7004 for instructions on completing the clause)

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

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

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

LCMC/WWK H001 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION AND TRAINING (OMIT)

(a) Definitions. As used in this special contract requirement and associated CLINs:

1. "OMIT Data" is defined for the purposes of this contract as all technical data, computer software documentation, computer data bases and graphics pertaining to the Avionics Replacement Program (ARP) and support equipment required to successfully conduct all operation, maintenance, installation, and training activities, regardless of whether such activities are performed by Air Force military, civilian, or contract personnel.

A. OPERATION: "Operation" includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, emergency, utilization, familiarization, and functional use of the ARP, Support Equipment (SE), Aircrew Training Devices (ATDs), and Ground Training Devices (GTDs) to perform their intended functions. Operation also includes all data to identify, catalog, stock, source, acquire, procure, replenish, package, handle, store, and transport of the ARP; and their subsystems, assemblies, subassemblies, components, parts, and pieces.

B. MAINTENANCE: "Maintenance" includes all scheduled and unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore to, a serviceable condition the ARP and its subsystems, assemblies, subassemblies, components, parts, and pieces. Maintenance includes sustainment of the OMIT data itself.

C. INSTALLATION: "Installation" includes infrastructure such as facility planning, site surveys, hangers, maintenance facilities, supply chain management, hush houses, test cells, test stands and benches,

runways, ramps, wash racks, fueling/defueling stations, tools, SE, communications, data links, security, data information.

D. TRAINING: "Training" includes formal and informal classroom, flight line, hanger, simulation, ground operation, and inflight supervised and unsupervised instruction in the flight of, operation of, use of, testing of, supply chain management of, and the organizational, intermediate, and depot-level maintenance of the ARP; and its subsystems, assemblies, subassemblies, components, parts, and pieces.

2. The term "depot-level maintenance" as used in this contract means material maintenance or repair requiring the overhaul, upgrading, or rebuilding of parts, assemblies, or subassemblies, and the testing and reclamation of equipment as necessary, regardless of the source of funds for the maintenance or repair or the location at which the maintenance or repair is performed. The term includes:

A. Software maintenance, and

B. Interim contractor support or contractor logistics support (or any similar contractor support), to the extent that such support is for the performance of services described in paragraph (a) 2.

C. The term does not include the procurement of major modifications or upgrades of weapon systems that are designed to improve program performance. A major upgrade program covered by this exception could continue to be performed by private or public sector activities. The term also does not include the procurement of parts for safety modifications. However, the term does include the installation of parts for that purpose.

D. Does not include the manufacture of new items.

3. Other terms used in this special contract requirement defined in the following clauses have the same meaning as set forth in those clauses:

A. DFARS 252.227-7013;

B. DFARS 252.227-7014; and

C. DFARS 252.227-7015.

(b) Delivery Requirements. The contractor shall deliver all technical data, computer software documentation, computer databases, and graphics that are necessary or required to support OMIT and having the characteristics (e.g., content, format, and delivery medium) necessary for OMIT.

1. General. The Government requirements for such technical data, computer software documentation, computer databases, and graphics, include

A. No less information or detail than industry standards, nor less than the contractor typically requires or uses to perform OMIT activities; and

B. Additional information or detail necessary for military purposes related to OMIT.

2. Depot-Level OMIT Data. Depot-level OMIT data includes a complete package of technical data, computer software documentation, computer databases, and graphics necessary for installation and de-installation, and disassembly and reassembly, at the lowest practicable segregable level. Examples of data that are needed to perform depot-level maintenance include, but are not limited to, the following:

A. Detailed ARP technical data and information regarding all systems;

B. Depot-level maintenance technical data and information regarding all systems, subsystems, and components; and

C. Interface Control Documents (ICDs).

D. ARP Maintenance Manual

E. Component Maintenance Manuals

F. Illustrated Parts Catalog

(c) License Rights. Contractor hereby grants or shall obtain for the Government unlimited rights in all technical data, computer databases, graphics, and computer software documentation necessary for OMIT. Any exceptions to this grant shall be identified and asserted as a restriction pursuant to LCMC/WLK - H003.

(d) Subcontractors and Suppliers. The contractor's obligations in this special contract requirement shall apply to all technical data, computer software documentation, computer databases, and graphics, including all technical data developed, delivered, or otherwise provided by subcontractors and suppliers at any tier; regardless of whether the OMIT data is, or relates to, commercial items or noncommercial items. The contractor shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors and suppliers at any tier. The contractor shall ensure all subcontractors and suppliers at any tier replicate this clause.

(e) Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in DFARS 252.227-7019 or 252.227-7037. The Contracting Officer reserves the right to validate any asserted restriction or restrictive marking, at a later date, in accordance with the procedures of these clauses.

LCMC/WWK - H002 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE

(a) Definitions. Terms used in this Special Contract Requirement (SCR) that are defined in the following clauses and SCR have the same meaning as set forth in those clauses:

1. DFARS 252.227-7013;
2. DFARS 252.227-7014;
3. DFARS 252.227-7015;
4. DFARS 252.227-7017; or
5. H002 Delivery and License Rights For Technical Data Necessary For Operation, Maintenance, Installation and Training (OMIT)

(b) Identification and Assertion of Restrictions. The contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in accordance with the following requirements:

1. Pre-Award Identification and Assertion. In Appendix I, the contractor (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) identified all technical data and computer software that it proposed to be delivered or otherwise provided with less than the rights identified in Appendix B – CDRL & Data Rights List as follows:

A. Noncommercial Technologies. Noncommercial technical data and noncommercial computer software was identified pursuant to DFARS 252.227-7017.

B. Commercial Technologies. The contractor also identified and asserted any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types of information at the lowest practicable segregable level, using a similar format, and following the same procedures and requirements as specified at DFARS 252.227-7017.

2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph the contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award Identification and Assertions (Appendix I) after contract award.

A. Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of DFARS 252.227-7013 and DFARS 252.227-7014, respectively.

B. Commercial Technologies. The contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).

C. Upon request by the Contracting Officer, the contractor shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertions, such as existing documentation supporting and claim of commerciality.

(c) Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph (b) of this clause, the contractor shall—

1. Ensure that the technical data and computer software are identified by their commonly used commercial descriptions, if possible, and also identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract, for example, by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work.
2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract, online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.
3. Specifically address source code, object code, executable code, documentation, software support tools, S/SEE (software/systems engineering environment) documentation, Systems/Software Requirement Documents, Page 60 of 89 FA8107-19-R-0002 Interface Control Documents, etc., regarding any computer software that is modified or developed either exclusively or partially at Government expense.

(d) Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The contractor shall concurrent with proposal submission provide copies of all proposed specially negotiated licenses, commercial licenses, non-disclosure agreements, and any asserted restrictions other than Government purpose rights; limited rights; restricted rights; Small Business Innovation Research (SBIR) Program data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at 252.227-7015.

LCMC/WWK- H003 - COMMERCIAL COMPUTER SOFTWARE LICENSE

In accordance with the present clause and concurrent with proposal submission, the Contractor shall provide license agreement information for all COMMERCIAL computer software licenses to be obtained on behalf of or transferred to the US Government under this contract. In this arrangement, the Government may ultimately become the Licensee in certain COMMERCIAL computer software licenses, which software is specifically defined at DFARS 252.227-7014(a)(1). In order to permit the Government to become a Licensee in the COMMERCIAL computer software licenses, the Contractor shall first pre-review the COMMERCIAL computer software licenses intended for transfer to the Government to verify compliance with any one of Alternatives I, II or III, as shown below.

License agreements shall be provided to the Government Contracting Officer concurrent with proposal submission to ensure compliance with the terms and conditions shown below (Alternatives I and II only) to the extent known at the time an offer is submitted to the Government. For any COMMERCIAL computer software licenses which are not reasonably identifiable concurrent with proposal submission, such license shall be first pre-approved by the Government Contracting Officer prior to their incorporation into a system deliverable to ensure compliance with the terms and conditions shown below (Alternatives I and II only). This obligation to obtain pre-approval by the Government Contracting Officer, as described above, continues throughout contract administration.

In view of the above, it should be understood that the Government will not accept the COMMERCIAL computer software deliverables under the present contract until the Contractor satisfies at least one of Alternatives I, II or III, as described below. Furthermore, the Contractor hereby understands and agrees that Alternative I shall be the default selection, unless the Contractor makes an affirmative written election otherwise.

This clause does not apply to open source software.

Alternate I:

The terms and conditions required to permit any COMMERCIAL computer software licenses to be transferred to the Government (e.g., Government to become a Licensee) include the following:

1. Any license shall be perpetual in nature and may not be unilaterally terminated by the Licensor. All remedies available shall be consistent with the Disputes Clause in the underlying basic contract.
2. The Licensor shall not use the fact that the Licensee is using the Licensor's products in any notification to the public (e.g., no publicity rights permitted).
3. The Licensee is a Federal entity governed by Federal Statutes, Case Law, and Federal Regulations. Therefore, the Licensor shall remove any references to binding the Licensee through any laws of any municipality, state, or foreign country.
4. The Licensor shall not include any clauses indicating a right to enter the premise of Licensee for the purpose of auditing the use of any license, as the Licensee cannot allow an auditor physical access to the Licensee's facility due to security concerns. The Licensor may submit to the Licensee written notice indicating a substantiated belief that the Licensee is not using the software within the terms described in the license and the Licensee may consider conducting its own internal audit and providing a certified statement of its findings to the Licensor.
5. The Licensor shall not use any integration clauses.
6. The Licensor shall not use any injunctive relief clauses as the Licensor cannot prevent the Licensee from performing mission operations.
7. The Contractor shall provide documentation to clearly correlate or map software license(s) to:
 - a. Contract Line Item Numbers (CLINS);
 - b. Contract Deliverables (CDRLS);
 - c. Paragraphs in the statement of work (SOW); and/or
 - d. Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain COMMERCIAL computer software corresponding to certain software license agreement(s) are physically located on the system to be delivered under the contract.
8. The Licensor shall not include any clauses in the license agreement that in any way restrict assignment to the Government and/or restrict the Contractor from continuing as a licensee in said license agreement for the beneficial use of said license agreement by the Government.
9. The license shall not comment on the entitlement to attorney fees in the event of a dispute.
10. The license shall not disclaim all warranties through use of an "as is" provision.
11. The license shall not restrict the Government from using the product at various sites (i.e., applicable to a product-type license for a movable product, as opposed to a site-specific license for a non-movable product) nor use of the product by various Government agencies or third parties performing work on behalf of the Air Force under the AFNet. In performance of the AFNet, Government personnel as well as Government contractors may use the software. Additionally, the software may be used at Government sites and Government contractor sites and the sites may change over time. Thus, the software license shall be flexible to accommodate this situation if applicable.

12. The license shall not include non-substitution language that would preclude or limit the Government from switching to another vendor/reseller and/or another product to fulfill AFNet requirements.

13. The Licensor shall include the following clause (and no other) for disputes: "Since the Licensee is a Government entity, any dispute arising from or in connection with this agreement shall be subject to resolution in accordance with the Disputes Clause included in the basic contract and/or the Government may also consider resolving any disputes using an appropriate Alternate Dispute Resolution (ADR) remedy."

14. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

15. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government Contract No. _____ .

Alternate II:

1. Add the clause described below to all third party COMMERCIAL computer software licenses with advance notice to and/or consent of applicable third party software vendors of said computer software licenses, for which said licenses are intended to be transferred to the Government: "The Government agrees to the provisions of the present Software License, as set forth above and affixed as an attachment to this Government Contract No. _____, to the extent that the provisions of the Software License are consistent with Federal procurement law(s) and at least the Department of Defense Federal Acquisition Regulation Supplement (DFARS) section 227.7202 and said contract. In the event that any of the provisions of the present Software License are determined to be inconsistent with Federal procurement law(s); DFARS section 227.7202 and/or said contract, the parties to the present Software License hereby agree that said provision(s) shall be null and void. In the event that any of said provision(s) are rendered null and void, as described hereinabove, the remaining provision(s) of said License shall remain in full force and effect.

Notwithstanding the above, the Government reserves the right to inspect or test any software, software documentation and/or service associated with the present Software License and tendered in performance of this contract for compliance therewith. In the event that said software, software documentation and/or service are deemed non-compliant, the Government shall be entitled to replacement, refund and/or equitable relief"

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to the above described Government Contract.

4. Contractor shall satisfy sub-section 7, under Alternate I, as described hereinabove.

Alternate III:

1. If the Licensor will not agree to the terms and conditions cited above in Alternatives I and II; and/or as contained in DFARS 227.72, the Contractor shall obtain Licensor's consent to sever usage rights contained in any license(s), whereby said usage rights shall be assigned or otherwise transferred to the Government, so as to permit the Government to operate any related software or system containing the software which is associated with the license(s). All other rights and obligations contained in the license(s) shall remain with the Contractor. In this manner, the Contractor maintains their status as Licensee in said license(s) and only assigns or otherwise transfers usage rights portions thereof to the Government.

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government Contract No. _____ .

4. Contractor shall satisfy sub-section 7, under Alternate I, as described hereinabove if applicable.

The Contractor shall deliver Technical Data Packages (TDP) to the USAF for major ARP components within this ARP configuration at no additional cost. TDPs shall consist of the basic ARP OEM's Models, Drawings, Associated Lists, Specifications, Standards, Quality Assurance Provisions, Software Documentation, and Packaging Details excluding data not owned by the basic ARP OEM. All non-proprietary data shall be delivered with Unlimited Rights.

LCMC/WWK H005 – DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the following Rights in Technical Data and Rights in Computer Software clauses of this contract, DFARS 252.227-7013, DFARS 252.227-7014, DFARS 252.227-7015, H001, H002, H003, H004, and H006.

LCMC/WWK H006 - DELIVERY AND LICENSE RIGHTS FOR SUPPLEMENTAL TYPE CERTIFICATE (STC) PACKAGE INCLUDING SUBSTANTIATING DATA

(a) Definitions. Terms used in this Special Contract Requirement (SCR) that are defined in the following clauses and SCR have the same meaning as set forth in those clauses:

1. DFARS 252.227-7013;

2. DFARS 252.227-7014;

3. DFARS 252.227-7015;

4. DFARS 252.227-7017; or

5. H002 Delivery and License Rights For Technical Data Necessary For Operation, Maintenance, Installation and Training (OMIT)

(b) Delivery Requirements. Through the Supplemental Type Certificate (STC) process, the Contractor shall _____ at no additional cost. Upon STC approval, all documentation supporting it shall be confirmed to be current and complete.

(c) Identification and Assertion of Restrictions. The contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in accordance with the following requirements:

1. Pre-Award Identification and Assertion. In Appendix I, the contractor (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) identified all technical data and computer software that it proposed to be delivered or otherwise provided with less than the rights identified in Appendix B – CDRL & Data Rights List as follows:

A. Noncommercial Technologies. Noncommercial technical data and noncommercial computer software was identified pursuant to DFARS 252.227-7017.

B. Commercial Technologies. The contractor also identified and asserted any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types of information at the lowest practicable segregable level, using a similar format, and following the same procedures and requirements as specified at DFARS 252.227-7017.

2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph the contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award Identification and Assertions (Appendix I) after contract award.

A. Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of DFARS 252.227-7013 and DFARS 252.227-7014, respectively.

B. Commercial Technologies. The contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).

C. Upon request by the Contracting Officer, the contractor shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertions, such as existing documentation supporting and claim of commerciality.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

252.201-7000 **CONTRACTING OFFICER'S REPRESENTATIVE** (DEC 1991)
(IAW DFARS 201.602-70)

(Applicable to all orders issued hereunder)

5352.201-9101 **OMBUDSMAN** (OCT 2019)
(IAW AFFARS 5301.9103)

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

52.202-1 **DEFINITIONS** (JUN 2020)
(IAW FAR 2.201)

(Applicable when the simplified acquisition threshold is exceeded)

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

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

52.203-5 **COVENANT AGAINST CONTINGENT FEES** (MAY 2014)
(IAW FAR 3.404)

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

52.203-6 **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** (JUN 2020)
(IAW FAR 3.503-2)

(Applicable when the simplified acquisition threshold is exceeded)

- 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**
(IAW FAR 3.502-3)
(Applicable when the simplified acquisition threshold is exceeded)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
(IAW FAR 3.104-9(a))
(Applicable when noncommercial and the simplified acquisition threshold is exceeded)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
(IAW FAR 3.104-9(b))
(Applicable when the simplified acquisition threshold is exceeded)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)**
(IAW FAR 3.808(b))
(Applicable over \$150,000)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)**
(IAW FAR 3.1004(a))
(Applicable to solicitations and contracts exceeding \$5.5 million and the period of performance is greater than 120 days, unless for the acquisition of a commercial product or commercial service under Part 12 or performed entirely outside the U.S.)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**
(IAW FAR 3.909-3 (b))
(Applicable in all solicitations and resultant contracts other than personal services contracts with individuals)
- 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)**
(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
(Applicable to all solicitations and contracts)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)**
(IAW DFARS 203.570-3)
(Applicable when exceeding the simplified acquisition threshold (except for commercial items))
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**
(IAW DFARS 203.970)
(Applicable to all solicitations and contracts)
- 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)**
(IAW DFARS 203.1004(a), DFARS 212.301(f)(iii))
(Applicable to solicitations and contracts when FAR 52.203-13 is included)
- 252.203-7004 DISPLAY OF HOTLINE POSTERS (MAY 2019)**
(IAW DFARS 203.1004(b)(2)(ii))
(Applicable to acquisitions over \$5.5 million, except for commercial items)

- 52.204-2** **SECURITY REQUIREMENTS** (MAR 2021)
(IAW FAR 4.404(a))
- 52.204-4** **PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** (MAY 2011)
(IAW FAR 4.303)
(Applicable when the simplified acquisition threshold is exceeded)
- 52.204-10** **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (JUN 2020)
(IAW FAR 4.1403(a))
(Applicable over \$30,000, unless not required to be reported in FPDS)
- 52.204-13** **SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** (OCT 2018)
(IAW FAR 4.1105(b))
(Applicable to solicitations that contain the provision at 52.204-7, and resulting contracts)
- 52.204-18** **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020)
(IAW FAR 4.1804(c), FAR 12.301(d))
(Applicable when there is a requirement to be registered in SAM or to have a DUNS Number)
- 52.204-19** **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS**
(DEC 2014)
(IAW FAR 4.1202(b))
(Applicable to all solicitations and contracts)
- 52.204-21** **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS**
(NOV 2021)
(IAW FAR 4.1903)
(Applicable to all solicitations and contracts, except COTs, when a contractor's system may contain Federal contract information)
- 52.204-23** **PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES** (NOV 2021)
(IAW FAR 4.2004)
(Applicable in all contracts and solicitations)
- 52.204-25** **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW 4.2105(b))
- 252.204-7002** **PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED** (APR 2020)
(IAW DFARS 204.7109(a))
(Applicable to all not separately priced subline items)
- 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** **Level I Antiterrorism Awareness Training for Contractors** (FEB 2019)
(IAW IAW 204.7203)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)
(IAW DFARS 204.7304(c))
(Applicable to all solicitations and contracts, including commercial except when solely for commercial-off-the-shelf items)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))
(Applicable to solicitations and contracts that involve litigation support services when 252.204-7014 is not included)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)
(IAW DFARS 204.2105(c))
(Applicable to all solicitations.)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)
(IAW DFARS 204.7304(e))

(Applicable in all solicitations and contracts, task orders, or delivery orders, including those using FAR part 12 procedures for the acquisition of commercial items, except for those that are solely for the acquisition of COTS items)

252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021)
(IAW DFARS 204.804-70)

(Applicable in solicitations and contracts when the contracting officer intends to expedite contract closeout through the mutual waiver of entitlement to a residual dollar amount of \$1,000 or less determined at the time of contract closeout)

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITIES (MAY 2021)
(IAW AFFARS 5304.404-90)

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

(Applicable over \$1,000,000)

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)
(IAW FAR 9.308-1(a)(1), FAR 9.308-1(b)(1))

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

*Lot/Item	***Calendar Days Before Test	**Quantity

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

*Lot/Item	***Approval Days	ELIN No.

FA Test Report Item	***Type/Location	**Calendar Days

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)
(IAW FAR 9.308-2(a)(1), FAR 9.308-2(b)(1))

(a) The Contractor shall deliver _____** units(s) of Lot/Item _____* within _____** calendar days from the date of this contract to the Government at _____** for first article tests.

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

(b) Within _____** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article.

*Lot/Item	**Approval Days	ELIN No.

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

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)
(IAW FAR 9.409)

(Applicable when exceeding \$35,000)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(IAW FAR 9.104-7(c))

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

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
(NOV 2015)
(IAW FAR 9.108-5(b))

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

52.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
(MAY 2019)
(IAW DFARS 209.409)

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

52.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)
(IAW DFARS 209.270-5)

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

Line Item	Description
0023	

(Applicable to solicitations and contracts when the acquisition includes one or more items designated by the design control activity as critical safety items)

52.210-1 MARKET RESEARCH (NOV 2021)
(IAW FAR 10.003)

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

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

(Applicable to supplies that are not commercial items)

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

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

(Applicable to all rated orders)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)
(IAW FAR 15.209(b)(1))

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

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(IAW FAR 15.209(h), AFFARS 53.15.209(h))

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

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)
(IAW FAR 15.408(f)(1))

(Applicable when negotiated and exceeding the simplified acquisition threshold)

52.216-18 ORDERING (AUG 2020)
(IAW FAR 16.506(a))

(a) Such orders may be issued from .

(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 , 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 ;
(2) Any order for a combination of items in excess of ; or
(3) A series of orders from the same ordering office within ____ 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 10 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.

(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 .

(Applicable to all orders issued hereunder)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

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

(Applicable when the inclusion of an option is appropriate and it is necessary to include any or all of the following: 1. A requirement that the Government must give the contractor a preliminary written notice of its intent to extend the contract; 2.

A statement that an extension of the contract includes an extension of the option; 3. A specified limitation on the total duration of the contract.)

52.217-7001 **SURGE OPTION** (DEC 2018)
(IAW DFARS 217.208-70(b))

(a) General. The Government has the option to--

- (1) Increase the quantity of supplies or services called for under this contract by no more than _ percent;

(Applicable when a surge option is needed in support of industrial capability production planning)

52.217-7028 **OVER AND ABOVE WORK** (DEC 1991)
(IAW DFARS 217.7702)

52.219-6 **NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE** (NOV 2020)
(IAW FAR 19.507(c))

(Applicable to all orders issued hereunder)

52.219-8 **UTILIZATION OF SMALL BUSINESS CONCERNS** (OCT 2018)
(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)

52.219-13 **NOTICE OF SET-ASIDE OF ORDERS** (MAR 2020)
(IAW FAR 19.507(f)(1))

(Applicable to solicitations and contracts if an order or orders are to be set aside for any of the small business concerns identified in 19.000(a)(3))

52.219-14 **LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008)** (SEP 2021)
(IAW Deviation 2021-O0008)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

[Contracting Officer check as appropriate.]

[] By the end of the base term of the contract and then by the end of each subsequent option period; or

[] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)
(IAW FAR 19.309(c))

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

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]

The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]
The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program.
[Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.]

The Contractor represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.

[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.]

The Contractor represents that—

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture.

[The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]
The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]

The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]

The Contractor represents that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

52.222-19 CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019) (JAN 2022)
(IAW Deviation 2020-O0019 Rev. 2)
(Applicable for supplies that exceed the micro-purchase threshold)

52.222-20 CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT (JUN 2020)
(IAW FAR 22.610)
(Applicable to all orders issued hereunder)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
(IAW FAR 22.810(a)(1))
(Applicable when exceeding \$10,000, except those exempted by FAR 22.807 (b) which includes those for work to be performed outside the U.S. by employees who were not recruited within the U.S.)

52.222-26 EQUAL OPPORTUNITY (SEP 2016)
(IAW FAR 22.810(e))
(Applicable to all orders issued hereunder)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(IAW FAR 22.1310(a)(1), DFARS 22.1310(a)(1))
(Applicable when the expected value is \$150,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Director, Office of Federal Contract Compliance Programs, has waived, in accordance with 22.1305(b), all of the terms of the clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(IAW FAR 22.1408(a))
(Applicable over \$15,000 except when performance of work and recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, or the agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(IAW FAR 22.1310(b))
(Applicable when the expected value is \$150,000 or more and workers were recruited within the United States)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(IAW FAR 22.1605)
(Applicable to all solicitations and contracts except under the simplified acquisition threshold, for work performed exclusively outside the U.S., or covered in their entirety by an exemption granted by the Secretary)

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
(IAW FAR 22.1705(a)(1))
(Applicable to all orders issued hereunder)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
(IAW DFARS 22.7405)

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

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(IAW FAR 23.505)

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

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
(IAW FAR 23.1105)

(Applicable to all solicitations and contracts)

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

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))

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

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (OCT 2019)
(IAW AFFARS 5323.9001)

52.224-3 PRIVACY TRAINING (JAN 2017)
(IAW FAR 24.302(a))

(Applicable to all solicitations and contracts where contractor employees will have access to a system of records or personally identifiable information)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
(IAW FAR 25.1103(a))

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

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (MAR 2022)
(IAW DFARS 225.1101(2)(i) and (2)(ii))

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

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022)
(IAW DFARS 225.1101(3))

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

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA -- SUBMISSION AFTER AWARD (OCT 2020)
(IAW DFARS 225.7204(b))

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

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)
(IAW DFARS 225.1103(4))

- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS** (DEC 2019)
(IAW DFARS 225.7003-5(a)(2), DFARS 212.301(f)(xxv))
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (MAR 2022)
(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** (MAR 2022)
(IAW DFARS 225.1101(4))
- 252.225-7013 DUTY-FREE ENTRY (DEVIATION 2020-O0019)** (JUL 2020)
(IAW Deviation 2020-O0019 Rev. 2)
(Applicable to contracts requiring duty free entry of goods into the United States)
- 252.225-7048 EXPORT-CONTROLLED ITEMS** (JUN 2013)
(IAW DFARS 225.7901-4)
(Applicable to all solicitations and contracts)
- 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN** (OCT 2020)
(IAW DFARS 225.7018-5)
- 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)** (MAY 2020)
(IAW Deviation 2020-O0015)
(Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, unless—
(a) The acquisition is for—
(1) Counter-unmanned aircraft system surrogate testing and training; or
(2) Intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or
(b) A waiver has been granted by the Secretary of Defense in accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92).)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS**
(APR 2019)
(IAW DFARS 226.104)
(Applicable to supplies or services exceeding \$500,000)
- 52.227-1 AUTHORIZATION AND CONSENT** (JUN 2020)
(IAW FAR 27.201-2(a)(1))
(Applicable except when both complete performance and delivery are outside the United States)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (JUN 2020)
(IAW FAR 27.201-2(b))
(Applicable when the simplified acquisition threshold is exceeded except when both complete performance and delivery are outside the United States unless supplies are ultimately to be shipped into one of those areas)

252.227-7013

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

(e) (3) The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to 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)

(f) (2) Government purpose rights markings.

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

GOVERNMENT PURPOSE RIGHTS

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

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

(End of Legend)

(3) Limited rights markings.

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

LIMITED RIGHTS

Contract No _____
 Contractor Name _____
 Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

SPECIAL LICENSE RIGHTS

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

(End of legend)

252.227-7014

**RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL
COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**
(IAW DFARS 227.7203-6(a)(1))

(e) Identification and delivery of computer software and computer software documentation to be furnished with restriction on use, release, or disclosure.

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

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

Computer Software to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restriction on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's right should be restricted.

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

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

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

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

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

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

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

GOVERNMENT PURPOSE RIGHTS

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

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

(End of Legend)

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

RESTRICTED RIGHTS

Contract No _____
Contractor Name _____
Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

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

(End of legend)

- 252.227-7015** **TECHNICAL DATA--COMMERCIAL ITEMS** (FEB 2014)
(IAW DFARS 227.7102-4(a)(1))
- 252.227-7016** **RIGHTS IN BID OR PROPOSAL INFORMATION** (JAN 2011)
(IAW DFARS 227.7103-6(e)(1), DFARS 227.7104(e)(1), DFARS 227.7203-6(b))
- 252.227-7019** **VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE** (SEP 2016)
(IAW DFARS 227.7104(e)(3), DFARS 227.7203-6(c))
- 252.227-7030** **TECHNICAL DATA--WITHHOLDING OF PAYMENT** (MAR 2000)
(IAW DFARS 227.7103-6(e)(2), DFARS 227.7104(e)(4))
(a) the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount
- 252.227-7037** **VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** (SEP 2016)
(IAW DFARS 227.7102-4(c), DFARS 227.7103-6(e)(3), DFARS 227.7104(e)(5), DFARS 227.7203-6(f))
- 52.228-5** **INSURANCE--WORK ON A GOVERNMENT INSTALLATION** (JAN 1997)
(IAW FAR 28.310)
- 52.229-3** **FEDERAL, STATE, AND LOCAL TAXES** (FEB 2013)
(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)
- 52.229-12** **TAX ON CERTAIN FOREIGN PROCUREMENTS** (FEB 2021)
(IAW 29.402-3(b))
(Applicable in solicitations that contain the provision at 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation and resultant contracts in which the contractor has indicated that it was a foreign person in solicitation provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation.)
- 52.232-1** **PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))
(Applicable to fixed-price supply or services and non-regulated communication services).
- 52.232-8** **DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))
(Applicable to fixed-price supply or fixed-price service)

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

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

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

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

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

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

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

(Applicable to all orders issued hereunder)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
(IAW DFARS 232.7102)

(Applicable to all solicitations and contracts over the micro-purchase threshold issued hereunder)

252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020)
(IAW DFARS 232.009-2)

(Applicable in solicitations and contracts, including those using FAR part 12 procedures for the acquisition of commercial items, that include the clause at FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.)

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

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

52.233-3 PROTEST AFTER AWARD (AUG 1996)
(IAW FAR 33.106(b))

(Applicable to all orders issued hereunder)

(Applicable to solicitations and contracts for commercial items)

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

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

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

52.246-23 **LIMITATION OF LIABILITY** (FEB 1997)
(IAW FAR 46.805(a)(1))

(Applicable to items that are not high-value items (at or below \$100,000 per unit))

252.246-7003 **NOTIFICATION OF POTENTIAL SAFETY ISSUES** (JUN 2013)
(IAW DFARS 246.370(a), DFARS 212.301(f)(xii))

(Applicable to contracts and solicitations for parts identified as critical safety items; systems, subsystems, assemblies, or subassemblies; or repair, maintenance, logistics support, or overhaul of systems, subsystems, assemblies, subassemblies, and parts integral to a system)

252.246-7008 **SOURCES OF ELECTRONIC PARTS** (MAY 2018)
(IAW DFARS 246-870-3(b))

252.247-7023 **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (FEB 2019)
(IAW DFARS 247.574(b))

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

52.248-1 **VALUE ENGINEERING** (JUN 2020)
(IAW FAR 48.201(b), FAR 48.201(f))

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

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)**
(APR 2012)
(IAW FAR 49.502(b)(1)(i))

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

52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)
(IAW FAR 49.504(a)(1))

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

52.252-2 **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.)

<https://acquisition.gov/browse/index/far>

<https://acquisition.gov/dfars>

<https://acquisition.gov/affars>

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 (NOV 2020)

(IAW FAR 52.107(f))

(a) The use in this contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

(Applicable to all orders issued hereunder)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(IAW FAR 53.111)

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

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

SECTION J

LIST OF ATTACHMENTS

Form Number	Description/File Name	Date	Number of Pages
	INCENTIVE FEE PLAN (DRAFT) VERSION 9	27JUN2022	11
APPENDIX A	APPENDIX A - T-6A ARP STATEMENT OF WORK (DRAFT)		119
APPENDIX B	APPENDIX B - T-6A ARP PRICING MATRIX (DRAFT) PROTECTED	29JUN2022	
	T-6A ARP SECTION L (DRAFT)	25JUL2022	27
	T-6A ARP SECTION M (DRAFT)	25JUL2022	17
	LIST OF ATTACHMENTS (DRAFT)	25JUL2022	2

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

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

(NOV 2011)

(IAW DFARS 203.171-4(b), DFARS 212.301(f)(iv))

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

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(IAW FAR 4.1202(a))

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336411.

(2) The small business size standard is 1,500.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

((2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternate I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, II, and III) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(see note) (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). (Note: If this clause is applicable it will be listed in the appropriate clause section of this document.)

- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
 (see note) (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). (Note: If this clause and it's Alternate I are applicable they will be listed in the appropriate clause section of this document.)
 (vii) 52.227-6, Royalty Information.
 (A) Basic.
 (B) Alternate I.
 (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change

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

(Applicable to all solicitations except commercial products or commercial services)

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

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

(Applicable to all solicitation for Covered Telecommunications Equipment or Services-Representation.)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)
(IAW DFARS 204.1202)

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

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

- (d) (1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government--Representation. Applies to solicitations for fixed-price supply and service contracts when the

contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representation. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer; [Contracting Officer check as appropriate.]

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American —Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(vii) 252.232–7015, Performance-Based Payments—Representation.

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

FAR/DFARS Provision No.	Title	Date	Change

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

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

252.204-7008

COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
(IAW DFARS 204.7304(a))

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

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)
(IAW 204.2105(a))

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204–7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)
(IAW DFARS 204.2105(b))

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204–7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(Applicable to all solicitations.)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
(MAR 2022)
(IAW DFARS 204.7304(d))

(a) Definitions.

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>

(c) Procedures.

12. The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webpmsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

- (A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).
- (B) Organization conducting the assessment (e.g., Contractor self-assessment).
- (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD

contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions.

under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)
(IAW FAR 7.203)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>PRICE TOTAL</u>

(Applicable to supplies - Proposals to include offeror's opinion and recommendations)

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

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

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

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

(b) The Offeror represents that—

- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(Applicable to all solicitations)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)
(IAW FAR 9.109-5)

(Applicable to solicitations for products or services that exceed simplified acquisition threshold; except commercial products or commercial services)

NOTE: Refer to FAR clause 52.204-8 para c(2)(iv)
(Applicable when exceeding the micro-purchase threshold and the acquisition is for end products (regardless of country of origin) of a type identified by country of origin on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, except commercial items)

THE FOLLOWING IS FILL-IN DATA FOR PROVISION 52.204-8 PARA (c)(2)(iii):

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

<u>Listed end product</u>	<u>Listed countries of origin</u>
_____	_____
_____	_____
_____	_____

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)
(IAW FAR 23.804(b))

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

- (1) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (2) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(Applicable to all solicitations except commercial)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)
(IAW FAR 25.1101(f))

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

(Applicable to solicitations for manufactured end products)

(Applicable to supply line items only)

252.225-7003 **REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA -- SUBMISSION WITH OFFER** (OCT 2020)
(IAW DFARS 225.7204(a))

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

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

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

52.229-11 **TAXES ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION** (JUN 2020)
(IAW FAR 29.402-3(a))

(Applicable to solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, unless one of the following exceptions applies:

- (1) Acquisitions using simplified acquisition procedures that do not exceed the simplified acquisition threshold (as defined in 2.101).
- (2) Emergency acquisitions using the emergency acquisition flexibilities defined in part 18.
- (3) Acquisitions using the unusual and compelling urgency authority per 6.302-2.
- (4) Contracts with a single individual for personal services that will not exceed the simplified acquisition threshold on an annual calendar year basis for all years of the contract.
- (5) Acquisitions if the requiring activity identifies that the requirement is for certain foreign humanitarian assistance contracts which are payments made by the U.S. Government agencies pursuant to a contract with a foreign contracting party to obtain goods or services described in or authorized under 7 U.S.C. 1691, et seq., 22 U.S.C. 2151, et seq., 22 U.S.C 2601 et seq., 22 U.S.C. 5801 et seq., 22 U.S.C. 5401 et seq., 10 U.S.C. 402, 10 U.S.C. 404, 10 U.S.C. 407, 10 U.S.C. 2557, and 10 U.S.C. 2561.)

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

52.204-7 **SYSTEM FOR AWARD MANAGEMENT** (OCT 2018)
(IAW FAR 4.1105(a)(1))

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

52.204-16 **COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING** (AUG 2020)
(IAW FAR 4.1804(a), FAR 12.301(d))

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

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

(Applicable in all solicitations)

52.204-24 **REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW FAR 4.2105(a))

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the

provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representations. The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES -
REPRESENTATION (OCT 2020)
(IAW FAR 4.2105(c))**

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(Applicable to all solicitations)

(Applicable in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items)

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

(IAW FAR 11.604(a))

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

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

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

(IAW FAR 15.209(a))

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

252.215-7008 ONLY ONE OFFER (JUN 2019)

(IAW DFARS 215.408(3))

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to—

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. (Applicable to competitive solicitations above simplified acquisition threshold)

252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018)

(IAW DFARS 215.408(6))

(Applicable in all solicitations)

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

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

(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)

252.225-7973 **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)** (MAY 2020)
(IAW DEVIATION 2020-O0015)

(Applicable to solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, unless—

(a) The acquisition is for—

(1) Counter-unmanned aircraft system surrogate testing and training; or

(2) Intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or

(b) A waiver has been granted by the Secretary of Defense in accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116- 92).)

252.225-7974 **REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005)** (FEB 2020)
(IAW Deviation 2020-O0005)

(Applicable to all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, unless the solicitation is—

(a) Jointly determined by the Secretary of Defense and the Secretary of State to be—

(1) Necessary for purposes of—

(i) Providing humanitarian assistance to the people of Venezuela;

(ii) Disaster relief and other urgent lifesaving measures; or

(iii) Carrying out noncombatant evacuations; or

(2) Vital to the national security interests of the United States; or

(b) Related to the operation and maintenance of the United States Government's consular offices and diplomatic posts in Venezuela.)

52.233-2 **SERVICE OF PROTEST** (SEP 2006)
(IAW FAR 33.106(a))

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

(Applicable when the simplified acquisition threshold is exceeded)

52.252-1 **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.)

<https://acquisition.gov/browse/index/far>

<https://acquisition.gov/dfars>

<https://acquisition.gov/affars>

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

(Applicable to provisions incorporated by reference)

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

EVALUATION CRITERIA FOR AWARD (OCT 1997)
(IAW FAR 13.106-2(b), FAR 14.201-5(c), FAR 15.204-5(c))

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

Evaluation Factors	Order of Importance

All evaluation factors other than cost or price, when combined, are _.

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

(Applicable when evaluation criteria is required)

52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)
(IAW FAR 17.208(a))

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