

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
1000040714

PAGE 1 OF
96

2. CONTRACT NO.

3. AWARD/EFFECTIVE
DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE
DATE

SPE4AX-17-D-9006

04/01/2017

SPE4A2-16-R-0001

02/02/2016

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

ROBERT NAPOLITANO PARAB42

b. TELEPHONE NUMBER (No collect
calls)

804-279-6382

8. OFFER DUE DATE/
LOCAL TIME

05/06/2016
3:00 PM

9. ISSUED BY

CODE SPE4A2

DLA AVIATION

ASC SMSG DIV SPECIAL ACQUISITION
8000 JEFFERSON DAVIS HIGHWAY
RICHMOND, VA 23297
USA

10. THIS ACQUISITION IS

☐ UNRESTRICTED OR

SET ASIDE:

% FOR:

☐ SMALL BUSINESS

☐ WOMEN-OWNED SMALL BUSINESS
(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

☐ HUBZONE SMALL
BUSINESS

SMALL BUSINESS PROGRAM NAICS:

EDWOSB

332722

SERVICE-DISABLED
VETERAN-OWNED

☐

☐

SIZE STANDARD:

SMALL BUSINESS 8 (A)

11. DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK 15
MARKED

12. DISCOUNT TERMS

SEE SCHEDULE

13b. RATING

DO-A1

13a. THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

SEE SCHEDULE

16. ADMINISTERED BY

CODE

SPE4A2

DLA AVIATION
8000 JEFFERSON DAVIS HIGHWAY
RICHMOND, VA 23297



17a. CONTRACTOR/
OFFEROR

CODE 38597

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE

SL4701

LOCKHEED MARTIN CORPORATION
2323 EASTERN BLVD
BALTIMORE, MD 21220
DUNS: 003419090

TELEPHONE NO 609-326-4503

DFAS Columbus
PO Box 369031
Columbus, OH 43236-9031

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK

OFFER

BELOW IS CHECKED

SEE ADDENDUM

19
ITEM NO.

20
SCHEDULE OF SUPPLIES/SERVICES

21
QUANTITY

22
UNIT

23
UNIT PRICE

24
AMOUNT

SEE SCHEDULE



(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

WILL BE REFLECTED ON FUNDED DELIVERY ORDERS

26. TOTAL AWARD AMOUNT (For Govt. Use Only)


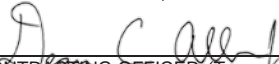
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE ARE NOT ATTACHED



28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. <u>SPE4A216R0001</u> OFFER DATED <u>11/04/2016</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>SEE PAGE 3</u>	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or print) Erica N. Holder, Contract Negotiator, Staff Lockheed Martin Corporation	30c. DATE SIGNED 03/09/17	31b. NAME OF CONTRACTING OFFICER (Type or print) Dean C. Allen Jr. Strategic Acquisitions Division Chief	31c. DATE SIGNED 03/09/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)

42b. RECEIVED AT (*Location*)

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

42d. TOTAL CONTAINERS

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The effective date of this award is 01 April 2017 as shown in block 3 of page one and serves as the starting date for when transition activities begin as referenced in section 11.3 of the PWS. The contract award date is 09 March 2017 for all other purposes to include, but not limited to FAR 15.506 and FAR 33.104(c)(1).

In accordance with section H-900, all payments will be made through a Level of Support Contract Line Item Number (CLIN) issued through funded delivery orders. The Level of Support CLIN will be estimated annually to coincide with the performance period. The contract awardee listed in block 17a of page one is not authorized to incur any costs until the effective date of this contract. Any costs incurred or actions taken prior to 01 April 2017 by the awardee will be at the awardee's own risk and cost and not reimbursable as performance under this contract.

If an item has been determined to change from commercial sourced to DLA sourced, the contractor will have 5 business days to load DDEs for that item into the system. The Gov't then has 10 business days to execute. During these 10 days, the Gov't can do a stock buy from the KTR to have shipped out to our depots if there is determined to be a gap in coverage.

IAW Volume 2, Section 2.6 of the above referenced proposal, warranties for end items will begin upon final acceptance and extend for a period of one year.

The transition plan provided in Volume 3 of your proposal, including associated Evaluation Notices, is hereby incorporated into the contract.

Inspection/Acceptance for Worldwide Demand Orders that require source inspection will be delegated to the cognizant DCMA office.

All DLA backup will be ordered under a subsumable contract number SPE4AX-17- D-9007.

All worldwide demand delivery orders for material will be ordered under a subsumable contract number SPE4AX-18-D-9003.

The additional following clauses apply to this contract:

DFARS 252.211-7008 Use of Government Assigned Serial Numbers

FAR 52.223-11 Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons

FAR 52.225-18 Place of Manufacture

FAR 52.243-4 Changes

FAR 52.252-2 Clauses Incorporated by Reference

FAR 52.252-6 Authorized Deviations in Clauses

Full text of all clauses and provisions can be found at the following websites:

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

List of award attachments:

1. REMOVED
2. Schedule of Items (SOI)
3. Purchase Order Text/Product Item Description
4. Quality Matrix
5. Estimated Kitting Threshold & Kit Returns Threshold
6. Bin demand breakdown by ALC
7. REPLACED WITH DAILY SOH REPORT POSTED TO MAX.GOV
8. Bin level detail data
9. Kit LOMs
10. Kitting items

CONTINUED ON NEXT PAGE

Block 7 Points of Contact

Contracting Officer: Carl Allen; Carl.Allen@dla.mil; (804) 279-5109

Acquisition Specialist: Robert Napolitano; Robert.Napolitano@dla.mil; (804) 279-6382

Block 17a:

Offeror's assigned DUNS Number: 003419090

(If you do not have a DUNS number, contact the individual identified in Block 7a, or see 52.212-1, Instructions to Offerors Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Offeror's assigned CAGE Code: 38597

Block 17b:

Remittance Address: (If different from Contractor/Offeror address in block 17a.)

Same as 17a

AUTHORIZED NEGOTIATIONS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.

Erica Holder, Contracts Negotiator, Staff

Erica.n.holder@lmco.com

609-326-4503

Blocks 19-24: Schedule of Supplies and Prices

The Schedule of Items (SOI) can be acquired by accessing the DLA Aviation Website at

(<http://www.dla.mil/Aviation/Offers/Products/Commodities/AVIPVGenIII.aspx>) or by request from the Point of Contact for this acquisition listed at SF 1449 Block 7. There are approximately 45,000 items in the initial SOI for the Generation III Air Force IPV. Given the nature of the requirement, it is anticipated that additional items meeting the definition of bench stock/consumable material may fall within the scope of this contract in the future and be added to the SOI. Items listed in this document represent the potential items that shall be made available under any resulting contract, however, this list may not be all-inclusive and the Product-support Vendor may be required to furnish other consumable items not currently listed.

The type of items the contractor shall be required to provide as part of their supply chain management responsibilities are catalogued under Federal Supply Class (FSC) 1005, 1055, 1090, 1095, 1240, 1270, 1280, 1420, 1430, 1440, 1450, 1560, 1610, 1620, 1630, 1640, 1650, 1660, 1670, 1680, 1730, 2030, 2510, 2520, 2530, 2540, 2590, 2610, 2640, 2805, 2810, 2815, 2835, 2840, 2910, 2915, 2920, 2925, 2930, 2935, 2940, 2945, 2950, 2990, 2995, 3010, 3020, 3030, 3040, 3110, 3120, 3130, 3230, 3426, 3431, 3433, 3439, 3455, 3460, 3530, 3611, 3655, 3694, 3805, 3910, 3930, 3940, 3990, 4010, 4020, 4030, 4130, 4140, 4210, 4220, 4240, 4310, 4320, 4330, 4440, 4460, 4510, 4520, 4610, 4710, 4720, 4730, 4810, 4820, 4920, 4930, 4931, 4935, 4940, 5110, 5120, 5210, 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5330, 5331, 5335, 5340, 5342, 5355, 5360, 5365, 5410, 5411, 5430, 5620, 5815, 5820, 5821, 5826, 5831, 5835, 5836, 5840, 5841, 5845, 5850, 5855, 5860, 5865, 5895, 5905, 5910, 5915, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, 5961, 5962, 5963, 5965, 5970, 5975, 5977, 5980, 5985, 5990, 5995, 5996, 5998, 5999, 6020, 6035, 6060, 6105, 6110, 6115, 6125, 6130, 6135, 6140, 6145, 6150, 6160, 6210, 6220, 6230, 6240, 6250, 6340, 6510, 6515, 6605, 6610, 6615, 6620, 6625, 6635, 6640, 6645, 6650, 6665, 6670, 6680, 6685, 6695, 6720, 6750, 6760, 6840, 6850, 6910, 6930, 7025, 7035, 7045, 7050, 7510, 7690, 8110, 8120, 8125, 8140, 8145, 8305, 8310, 8315, 8345, 8465, 9150, 9160, 9320, 9330, 9340, 9390, 9505, 9515, 9525, 9530, 9535, 9540, 9905

The Schedule of Items will include description information sufficient to provide the offeror with enough information to determine an item's logistics status. The following information is being provided: NSN, Total Quantity, Unit of Issue, Combined Site Quantity, Worldwide Demand Quantity, and Sourcing Status.

- NSN (National Stock Number) as found in FEDLOG or a local stock number may be listed as well.
- Total Quantity is the total estimated annual quantity for the item.
- Unit of Issue is the unit of measure for pricing (i.e.: each, HD, etc.)
- Combined Site Quantity is the total combined estimated annual quantity for each of the sites.

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- Worldwide Demand Quantity is the annual estimated quantity to support the balance of DLA customers. If there is no demand other than site demand for an item, the worldwide demand quantity will be reflected as "0". See World-Wide Demand column in attachment 2: Schedule of Items
- Sourcing Status:
 - "B" items the IPV contractor is required to obtain from DLA*, are not eligible from contractor sourcing, and are subject to backup support*
 - "D" items the IPV contractor is required to obtain from DLA*, but are contracting sourcing candidates, and are subject to backup support
 - "F" items that the IPV contractor is required to obtain from DLA*, but are contractor sourcing candidates provided the contractor demonstrates a 10% unit price savings, and are subject to backup support
 - "M" items the IPV contractor is required to obtain from DLA* that are not subject to backup support and cannot be converted to contractor sourced
 - "V" market basket items which the IPV contractor will provide from their commercial suppliers (after pricing acceptance by the Contracting Officer)

CORE LIST AND SCHEDULE OF ADDITIONAL ITEMS**A. Core List of Items. (Also referred to as market basket)**

Consists of items of spare parts and industrial hardware, designated by National Stock Number, commercially priced at the time of contract award. The core list of priced items will be included in the contract as Attachment 1.

B. Supplemental Schedule of Items.

Consists of items of spare parts and industrial hardware for which specific customer site support is required under the contract, but are items that were not priced for vendor commercial support at the time of contract award. The Contractor may not provide such items from commercial sources until such time as an agreement as to price has been reached. Prior to price agreement, the Contractor shall use its assigned Department of Defense Activity Address Code (DoDAAC) to obtain the items from DLA.

Gap coverage process:

The "gap coverage process" for items converting from commercial to DLA sourced with the following language. Once an item has been determined to convert from commercial to DLA sourced, the contractor will have 5 business days to load DDEs into the system. The DLA then has 10 business days to execute. During these 10 days, the DLA can do a stock buy from Lockheed Martin to have items shipped out to our depots if there is determined to be a gap in coverage.

Navy Items:

Note that the Navy BSLs located at OC-ALC are tab 2 of Attachment 2. These parts are to be ordered by Part Number EXCEPT in the instances where the item is CSI. In the cases where the items is CSI, the end customer (Navy) agrees that they will be provided with the NSN Lockheed provides in order to be CSI compliant IAW the tech data of each item. EADs are not provided for these items. What is provided is a doubled bin quantity. This doubled bin quantity should be equally divided between the two BSLs that will be setup in the near future for this requirement.

Reports:

Under section 10 of the PWS, any reference to Part Number is no longer required unless it pertains to the two Navy BSLs supported under this contract in which DLA is procuring only the Part Number and not the NSN.

Task Order Labor:

For all future temporary approved Task Order Labor (TOL), a delivery order against the basic contract will be issued with a specific CLIN for each TOL. Temporary is hereby defined as an increased level of effort not to last longer than twelve months in duration. Task Order Labor shall not be requested, or issued, on a consecutive or recurring basis for the same level of effort in an attempt to circumvent the temporary nature of TOL. For future labor changes that exceed twelve months this will be classified as a decrease or increase to management fee and will be executed via Modification to the contract. TOL shall be

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within the scope of the contract, issued for a defined period of performance, and be within the maximum dollar value of the contract.

AAC V:

All AAC "V" items on Attachment 2 will be handled as follows: The local COR will look to see if a replacement NSN is identified and on contract. The AAC "V" item will be used until DLA material is exhausted. DLA Backup does not apply to AAC "V" items. LM will seek FPA exception when applicable and request item be removed from contract.

Large Items:

For items in which the full max quantity will not fit in one bin at each BSL in which it is needed; Lockheed Martin is approved to utilize other bins within that BSL to store up to the max quantity for that item specified at that BSL. It is required is that Lockheed Martin clearly mark each bin as "1 of X" or "2 of X", etc so that the total number of bins is known. In addition, a blue label /marker pointing to the alternate location must be placed on each bin showing that those bins are part of a multiple bin BSL stock for a single item.

PQDRs:

Annually a list of closed PQDRs that had monetary reimbursement will be reviewed. For parts in which it was AF material and the AF did not receive replacement conforming material, that amount will be totaled. That total will be that much less invoiced for that month from LM to DLA. At the same time, DLA will deduct the amount for that month via the MIPR for the AF so that the AF is reimbursed for those parts.

Worldwide Demand Items:

Orders are to start 01 November 2017.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM NO.	SUPPLIES/SERVICES	AMOUNT
0001	Level of Support (Base Period)	
0001AA	Com mercially Sourced Material * Price should match total from Attachment 1 – Core List of Items (Market Basket) ** Pricing represents total based on current estimated annual demands and is subject to adjustment based on the estimated yearly usage and NIIN additions and deletions to the contract in accordance with section H-900	\$24,024,329.04
0001AB	Management CLIN	
	OC – ALC	\$20,372,986.79
	OO – ALC	\$17,910,359.74
	WR – ALC	\$16,202,402.02
0001AC	Transition CLIN	
	OC – ALC	\$996,162.84
	OO – ALC	\$838,417.99
	WR – ALC	\$793,021.97
1001	Level of Support (Option Period 1)	
1001AB	Management CLIN	
	OC – ALC	\$14,321,441.30
	OO – ALC	\$12,001,041.89
	WR – ALC	\$10,684,598.78
2001	Level of Support (Option Period 2)	
2001AB	Management CLIN	
	OC – ALC	\$9,880,384.26
	OO – ALC	\$8,298,888.18
	WR – ALC	\$7,360,284.63

NOTES:

- CLIN 0001AA – Commercial priced material prices are established and are subject to an Economic Price Adjustment (EPA) pursuant to DLAD 52.216-9030 on an annual basis.
- CLIN 0001AA reflects pricing for Commercially sourced items only. The material payment will be made up of the current combination of DLA-sourced and commercial-sourced items in place at the beginning of the performance period. Refer to section H-900 for additional details.
- CLIN 0001AC – Transition Fee is only applicable to the Base Period

PID Data

PID Data included in Attachment 3

Part 12 Clauses

52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 2015) FAR

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C., 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

[X] (4) 52.204-10, Reporting Executive Compensation and First - Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note). [] (5) [Reserved]

[] (6) 52.204-14, Service Contracting Reporting Requirements (Jan 2014) (Pub. L. 111-17, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-17, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

[] (10) [Reserved]

[] (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

[] (ii) Alternate I (NOV 2011) of 52.219-3

[X] (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a). [] (ii) Alternate I (Jan 2011) of 52.219-4

[] (13) [Reserved]

[] (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644). []

(ii) Alternate I (NOV 2011)

[] (iii) Alternate II (NOV 2011)

[] (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644). []

(ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)). [X

] (17) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

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- [] (ii) Alternate I (OCT 2001) of 52.219-9.
- [X] (iii) Alternate II (OCT 2001) of 52.219-9.
- [] (iv) Alternate III (JUL 2010) of 52.219-9.
- [] (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- [] (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- [X] (20) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set -Aside (NOV 2011) (15 U.S.C. 657f).
- [X] (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- [] (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- [] (24) 52.219-30, Notice of Set-Aside for Women Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- [X] (25) 52.222-3, Convict Labor (JUNE 2003) (E.O.11755).
- [X] (26) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (DEC 2013) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [X] (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O.11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) .
- [X] (33) (i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627)
- [] (ii) Alternate I (MAR 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627)
- [X] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items).
- [] (36) (i) 52.223-13, Acquisition of EPEAT (R) - Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514) []
- (ii) Alternate I (OCT 2015) of 52.223-13
- [] (37)(i) 52.223-14, Acquisition of EPEAT (R) - Registered Television (JUN 2014) (E.O.s 13423 and 13514) []
- (ii) Alternate I (OCT 2015) of 52.223-14
- [] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [] (39) (i) 52.223-16, Acquisition of EPEAT (R) - Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514)
- [] (ii) Alternate I (OCT 2015) of 52.223-16
- [X] (40) 52.223-18, Encouraging Contractor Policy to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513). []
- (41) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [] (42)(i) 52.225-3, Buy American Act - Free Trade Agreements - Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). [] (ii) Alternate I (MAR 2012) of 52.225-3.
- [] (iii) Alternate II (MAR 2012) of 52.225-3.
- [] (iv) Alternate III (MAR 2012) of 52.225-3.
- [X] (43) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note) .
- [X] (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s , proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- [] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- [] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- [X] (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C.

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2307(f)).

[] (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (50) 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[X] (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting

Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495)

[] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67.)

[] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). [

] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (6) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. 351, et seq.).

[] (7) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (MAY 2014) (41 U.S.C. 351, et seq.).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (Pub. L. 110-247). [] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items.

Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246)
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) . Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. (viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
 - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (MAY 2014), (41 U.S.C. chapter 67).
 - (xi) [] (A) 52.222-50, Combatting Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627). [] (B) Alternate 1 (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
 - [] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xiii) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
 - (xv) 52.222-55, Minimum Wages Executive Order 13658 (DEC 2014) (E.O. 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of Clause)

52.212-9001 APPLICATION OF FAST PAYMENT TO PART 12 ACQUISITIONS (NOV 2011) DLAD

CLAUSES ADDED TO PART 12 BY ADDENDUM

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components: 1. FAR 52.203-3, Gratuities (APR 1984)

- 2. ☒ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 3. ☒ DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
- 4. ☒ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 5. ☒ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)
- 6. ☐ DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
- 7. ☐ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
- 8. ☐ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)
- 9. ☐ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)
- 10. ☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
- 11. ☐ DFARS 252.209-7001, Reserved
- 12. ☒ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)
- 13. ☒ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)
- 14. ☒ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
- 15. ☐ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
- 16. ☐ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data — Modifications — Canadian Commercial Corporation (OCT 2013)

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- 16. DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
- 17. X DFARS 252.215-7008, Only One Offer (OCT 2013)
- 18. X DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)
 - ___ 19. DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)
 - ___ 20. DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
 - ___ 21. DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014) a. ___ Alternate I (DEC 2010) of 52.225-7000
- 22. X DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) a. Alternate I (JAN 2014) of 252.225-7001
- 23. X DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
- 24. X DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
- 25. ___ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
- 26. X DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
- 27. ___ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
 - ___ 28. DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
 - ___ 29. DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)
 - ___ 30. DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2014)
 - ___ 31. DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005)
 - a. Alternate I (DEC 2010) of 252.225-7020
- 32. X DFARS 252.225-7021, Trade Agreements (OCT 2013)
 - a. Alternate II (OCT 2011) of 252.225-7021
 - ___ 33. DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
 - ___ 34. DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
 - ___ 35. DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
- 36. X DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
- 37. X DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
- 38. ___ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
- 39. ___ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
- 40. ___ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)
 - a. ___ Alternate I (OCT 2013) of 252.225-7035
 - b. ___ Alternate II (NOV 2012) of 252.225-7035
 - c. ___ Alternate III (JUN 2012) of 252.225-7035
 - d. ___ Alternate IV (NOV 2012) of 252.225-7035
 - e. ___ Alternate V (NOV 2012) of 252.225-7035
- 41. ___ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012) a. Alternate I (JUN 2012) of 252.225-7036
 - b. ___ Alternate II (NOV 2012) of 252.225-7036
 - c. ___ Alternate III (JUN 2012) of 252.225-7036
 - d. ___ Alternate IV (NOV 2012) of 252.225-7036
 - e. ___ Alternate V 6 (NOV 2012) of 252.225-7036
- 42. ___ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)
- 43. ___ DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)
- 44. ___ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (MAY 2014)
- 45. ___ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
- 46. ___ X DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
- 47. ___ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
- 48. ___ X DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
- 49. ___ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
- 50. ___ X DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

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51. ___ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC2006)
52. ___X___ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
53. ___ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
54. ___ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN2013)
55. ___ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
56. ___ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)
57. ___ DFARS 252.239-7018, Supply Chain Risk (NOV 2013)
58. ___X___ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
59. ___X___ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN2013)
60. ___X___ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN2013)
61. ___ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
62. ___ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the CostBearer (JUN 2013)
63. ___X___ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992) 64. ___X___ DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).
- a. ___X___ Alternate I (APR 2014) of 252.247-7023.
- b. ___ Alternate II (APR 2014) of 252.247-7023
65. ___ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR2000)
66. ___ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
67. ___ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV2008)
68. ___ DFARS 252.247-7027, Riding Gang Member Requirements (OCT2011)
69. ___ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
- DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)
- DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
- DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
- DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
- DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
- DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)
- DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

(End of Clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS

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

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

As prescribed in 204.7304(c), use the following clause:

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor. “Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information. “Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information. (D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware. “Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause— (A)

The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,”

<http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and (2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and (ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis. (g)

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Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD— (1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements. (m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable. (End of clause)

52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2014) DLAD

52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

[X] Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN).

[] Electronic Mail (email) award notifications containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services. ****

52.208-09 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008) FAR

52.209-01 QUALIFICATION REQUIREMENTS (FEB 1995) FAR

- (a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

<http://assist.daps.dla.mil/quicksearch/>

- (c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name: _____

Manufacturer's Name: _____

Source's Name: _____

Item Name: _____

Service Identification: _____

Test Number: _____

(to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

- (e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014) DFARS**252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) DFARS**

- (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 control activity: See Attachment 2, Schedule of Items, which designates all Critical Safety Items *****

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52.209-9000 QUALIFIED PRODUCTS LIST (QPL) CONNECTOR ASSEMBLIES AND QPL ELECTRICAL CONTACTS (NOV 2011) DLAD**52.209-9002 QUALIFIED TESTING SUPPLIERS LIST (QTSL) – FEDERAL SUPPLY CLASSES (FSCS) 5961 SEMICONDUCTORS AND HARDWARE DEVICES AND 5962 ELECTRONIC MICROCIRCUITS (FEB 2014) (DLAD)**

- (a) Only offerors who are listed, or qualified for listing (as determined by the contracting officer), on the DLA Land and Maritime Qualified Testing Suppliers List (QTSL) - FSCs 5961 Semiconductors and Hardware Devices and 5962 Electronic Microcircuits, at the time of award, shall be eligible for award based upon QTSL compliance.
- (b) Offers from the following sources shall take precedence over offers submitted based upon QTSL compliance:
- (1) Offers from approved sources listed in the item description (such as original component manufacturers (OCMs) and original equipment manufacturers (OEMs); or
- (2) Offers from sources listed, or are qualified for listing (as determined by the contracting officer), on the applicable qualified products list (QPL) or qualified manufacturers list (QML), if any; or
- (3) Offers from authorized distributors of approved or QPL or QML qualified sources (as determined by the contracting officer) (see (1) and (2) above) with adequate traceability (as determined by the contracting officer) to the approved or qualified source; or
- (4) Offers from distributors listed, or are qualified for listing (as determined by the contracting officer), on the DLA Land and Maritime Qualified Suppliers List of Distributors (QSLD) for FSCs 5961 and 5962 at the time of award.
- (c) QTSL contractors shall offer and supply the product of an approved and qualified source as identified in the item description.
- (d) In the event no offers are received on this solicitation from a source listed in paragraph (b) of this clause or from a QTSL offeror, the Government reserves the right to make an award based on offers received and found acceptable by other means of testing or verification, as deemed acceptable by the Government. However, the requirement to comply with DLAD 52.211-9074, Deoxyribonucleic Acid (DNA) Marking – Federal Supply Class (FSC) 5962 Electronic Microcircuits, is still applicable to FSC 5962.
- (e) The Government may terminate the contractor's QTSL status at any time for failure of the contractor to maintain compliance with the DLA Land and Maritime document entitled, "Criteria and Provisions for Qualified Testing Suppliers List." (See paragraph (h) below of this clause to obtain the document.) Maintaining QTSL status is a contractual requirement; therefore, the Contracting Officer may terminate the contract for default for the contractor's failure to maintain such status.
- (f) As required in the DLA Land & Maritime "Criteria and Provisions for Qualified Testing Suppliers List" (Criteria), the contractor shall provide, at the Government's direction, the results of the mandatory testing at any time after award, until the record retention period has expired, as referenced in the Criteria and listed in JEDEC Standard JESD 31.
- (g) If the solicitation requires inspection and acceptance at destination, the government reserves the right to award with inspection and acceptance at origin, in which case DLAD clause 52.246-9004, Product Verification Testing, will be incorporated into the contract as awarded.
- (h) The provisions governing qualification for the QTSL, and the applicable qualification criteria, may be obtained—
- (1) From the QTSL general information web page, found at http://www.landandmaritime.dla.mil/offices/sourcing_and_qualification/offices.aspx?Section=QTS;
- (2) By sending an email to: landandmaritime.qtsl@dlam.mil; or
- (3) (i) By writing to the following address when using the United States Postal Service (USPS): Defense Logistics Agency (DLA) Land and Maritime
Attention: VQE Chief
Post Office (P.O.) Box 3990 Columbus, OH 43218-3990 or
(ii) by writing to the following address when using private carriers, to include United Parcel Service (UPS) or Federal Express (FEDEX):
DLA Land and Maritime
Attention: VQE Chief
3990 East Broad Street
Columbus, OH 43213
(End of Clause)

52.209-9013 COMPONENT QUALIFIED PRODUCTS LIST (QPL)/QUALIFIED MANUFACTURERS LIST (QML) (NOV 2011) DLAD

CONTINUED ON NEXT PAGE

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR****252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

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

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

N/A

Facility:

Military or Federal Specification or Standard:

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

52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (NOV 2011) DLAD**52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS (JUL 2002) DLAD****52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS (NOV 2011) DLAD****52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD****52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD****52.211-9022 SUPERSEDED PART-NUMBERED ITEMS (NOV 2011) DLAD**

(a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:

The offeror represents that the P/N requested in the solicitation has been changed from

CAGE N/A

P/N to P/N

and that this is a part number change only. The reason for the change is

52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD

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52.211-9024 SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS (MAY 2013) DLAD**52.211-9035 MARKING REQUIREMENTS - DLA MARITIME (NOV 2011) DLAD****52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD****52.211-9094 PREPARATION FOR DELIVERY (NOV 2012) DLAD****52.213-01 FAST PAYMENT PROCEDURE (MAY 2006) FAR****52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) FAR****52.216-19 ORDER LIMITATIONS (OCT 1995) FAR – SEE NOTE 1 ON PAGE 41**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25% EAQ, 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 100% EAQ ;

(2) Any order for a combination of items in excess of N/A ; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (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 3 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. (End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days from date of contract completion

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through 3.650 days thereafter.

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52.216-9006 ADDITION/DELETION OF ITEMS (AUG 2005) DLAD**52.216-9030 ECONOMIC PRICE ADJUSTMENT – DEPARTMENT OF LABOR PRICE INDEX (SEP 2015) DLAD**

(a) Warranties. The Contractor warrants that—

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.

(b) Definitions. As used throughout this clause—

(1) "Index" for the purpose of price adjustment under this clause shall be the Producer Price Index(es) reported in the monthly publication entitled, "Producer Price Indexes", published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): See Special Contract Requirements. H900; or the Employment Cost Index(es) reported in the quarterly publication entitled, "Employment Cost Indexes," published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): (buyer fill-in).

(2) "Base index" is the arithmetic average of the final version of the indexes published for the 6 months, or quarters for ECI, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) "Adjusting index" shall be the arithmetic average of the [] first published or [X] final version of the index for the 6 months, or quarters for ECI, prior to the month in which the adjusting contract modification is effective.

(4) "Base unit price" is the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this clause.

(5) "Adjustment period" is the period during which a particular adjustment to the unit price under this clause (calculated at the beginning of the adjustment period) will be applicable. The length of each adjustment period in months shall be calculated by dividing 12 by the number of adjustments allowed per year in (c)(1) below.

(c) Adjustments. Prior to the end of each adjustment period, the Contracting Officer shall calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. Price adjustments pursuant to this clause shall be made by contract modification, issued by the Contracting Officer and will show the base index, the adjusting index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall be applicable to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The price adjustment(s) for each adjustment period will be based on the percentage change between the base index and the adjusting index for the adjustment period, as applied to the base unit price.

(1) The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting index is less than the base index. There shall be 1 price adjustments per contract year.

(2) Example of adjustment calculation:

Base Index = 109.88*

Adjusting index = 112.72*

Less base index = 109.88

Change to index = 2.84

Divide change to index by base index = $2.84 / 109.88 = .02585$ (2.585%)**

Multiply by the base unit price = $\$50.00 \times .02585 = \1.29 ***

= Unit Price Adjustment

Adjusted unit price = \$51.29

* In computing the base and adjusting indexes, the resulting figure shall be rounded to the second decimal place. ** This figure shall be rounded to the fourth decimal place. *** All dollar figures shall be rounded to the nearest cent.

(d) Upward ceiling on economic price adjustment. No upward ceiling shall apply under this economic price adjustment clause, unless the BLS series is based on indices below the six-digit level (an index "below the six-digit level" in BLS usage means an index whose identifier exceeds six-digits). For any BLS series that is below the six-digit level, the following ceiling shall apply: The Contractor agrees that the aggregate of the increases in any contract unit price under this clause shall not exceed 10 % (percent) of the original base unit price, except as provided hereafter.

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes

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is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(e) Invoices. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. Paragraph applies only if "first published index" is selected in paragraph (b)(3) above. The Contractor may request a retroactive adjustment for orders that have been delivered during an adjustment period for which payment has already been made, based on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, and subject to the adjustment ceiling in (d) above and when the following conditions are met:

(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used, and identifies all invoices and payments to which it is applicable, cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.

(2) No retroactive equitable adjustment shall be made under this clause unless the total dollar change for items delivered is \$ (\$500.00 unless otherwise stated) or more for the applicable adjustment period(s).

(3) The Contractor's written request must be received by the Contracting Officer within 45 days following publication of the final revised index.

The Government shall be entitled to a downward adjustment based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).

(g) Revision of index. In the event –

(1) Any applicable index is discontinued or its method of derivation is altered substantially; or

(2) The Contracting Officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(h) Final invoice. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(i) Disputes. Any dispute arising under this clause shall be determined in accordance with and subject to the "Disputes" clause of the contract.

(End of Clause)

52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009) DLAD

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

(End of clause)

52.217-9006 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (NOV 2011) DLAD – SEE NOTE 3 ON PAGE 41

52.217-9007 SURGE AND SUSTAINMENT (S&S) INSTRUCTIONS TO OFFERORS (JUN 2012) DLAD – SEE NOTE 3 ON PAGE 41

52.217-9009 SURGE AND SUSTAINMENT (S&S) PRICING (NOV 2011) DLAD – SEE NOTE 3 ON PAGE 41

52.217-9010 LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S) GOVERNMENT INVESTMENT (NOV 2011) DLAD – SEE NOTE 3 ON PAGE 41

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52.219-9018 NOTIFICATION OF SUBCONTRACTING PLAN (NOV 2011) DLAD

When requested by the Contracting Officer, the apparent successful offeror must submit within 45 calendar days its subcontracting plan in accordance with Federal Acquisition Regulation (FAR) clause 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate I (for sealed bid acquisitions). ****

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) DFARS**252.225-7013 DUTY-FREE ENTRY (NOV 2014) DFARS****52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR****52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR****52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014) FAR****252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) DFARS****252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014) DFARS****52.232-17 INTEREST (MAY 2014) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.237-03 CONTINUITY OF SERVICES (JAN 1991) FAR****52.242-13 BANKRUPTCY (JUL 1995) FAR****52.242-15 STOP-WORK ORDER (AUG 1989) FAR****52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR****52.243-01 CHANGES - FIXED PRICE (AUG 1987), ALT II (APR 1984) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS****52.245-01 GOVERNMENT PROPERTY (APR 2012) FAR****52.245-01 GOVERNMENT PROPERTY (APR 2012), ALT I (APR 2012) FAR****52.245-09 USE AND CHARGES (APR 2012) FAR****252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) DFARS****252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012) DFARS****252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012) DFARS****252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012) DFARS**

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR

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

	Title	Number	Date	Tailoring
<input type="checkbox"/>	ISO:9001			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

(End of Clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR – SEE NOTE 2 ON PAGE 41**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS****252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS****52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) DLAD****52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD – SEE NOTE 2 ON PAGE 41 (a)**

Inspection and Acceptance are at Origin.

(b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

(c) The Offeror shall indicate below the location where supplies will be inspected:

Supplies:

Plant:

Commercial and Government Entity (CAGE) Code:

Street:

City/State/Zip:

Applicable to contract line-item(s) (CLIN(s)):

(d) The Offeror shall indicate below the location where packaging will be inspected: Packaging: [
] Same as for supplies, or, Plant:

Commercial and Government Entity (CAGE) Code:

Street:

City/State/Zip:

Applicable to contract line-item(s) (CLIN(s)):

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector. (End of Clause)

52.246-9042 DOCUMENTATION OF TRACEABILITY - QUALIFIED PRODUCTS LIST/QUALIFIED MANUFACTURERS LIST (QPL/QML) INTEGRATED CIRCUITS, HYBRID MICROCIRCUITS, AND SEMICONDUCTOR DEVICES - DLA MARITIME (NOV 2011) DLAD**52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD****52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD****52.246-9065 PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC/ELECTROMAGNETIC FORCES (AUG 2008) DLAD****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD****52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR****52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012) FAR****52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/>. (End of Clause)

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

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

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

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52.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR. (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts. (End of clause)

52.217-9012 WARSTOPPER PROGRAM MATERIAL BUFFER AVAILABILITY (MAY 2013) (DLAD)**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUL 2013) (FAR)****Part 12 Provisions****52.212-01 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2015)****52.212-02 EVALUATION - COMMERCIAL ITEMS (OCT 2014) FAR**

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

Technical and past performance, when combined, are **See Evaluation of Offers**

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

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

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2015) FAR

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in

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accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” as used in this section, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except— (1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” –

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically - (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people or Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii)

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The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned --

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ (j) _____. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer **that it () is, (X) is not a small business concern.**

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents as part of its offer that it () is, (X) is not a veteran-owned small business concern.**

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] **The offeror represents as part of its offer that it () is, (X) is not a service-disabled veteran-owned small business concern.**

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- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, **that it () is, (X) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.**
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents that it () is, (X) is not a women-owned small business concern.**
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
- (i) **It [] is, [X] 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, [X] is not a joint venture that complies with the requirements of 13 CFR part 127,** and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are in the **joint venture:**_____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation. (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—
- (i) **It [] is, [X] is not an EDWOSB concern,** has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) **It [] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127,** and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are **participating in the joint venture:**_____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- NOTE: Complete paragraphs (c)(8) and (c) (9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the **contract price:**_____ (10)
- HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) **It [] is, [X] 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, [X] is not a HUBZone joint venture** that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone **joint venture:**_____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246—(1) Previous contracts and compliance. The offeror represents that—
- (i) **It (X) has, () has not participated in a previous contract or subcontract** subject to the Equal Opportunity clause of this solicitation; and
- (ii) **It (X) has, () has not filed all required compliance reports.**
- (2) Affirmative Action Compliance. The offeror represents that—
- (i) **It (X) has developed and has on file, () has not developed and does not have on file,** at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or (ii) **It () has not previously had contracts subject to the written affirmative action programs** requirement of the rules and regulations of the Secretary of Labor.

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(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies." (2)

Foreign End Products:

Line Item No.	Country of Origin

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." **Other Foreign End Products:**

Line Item No.	Country of Origin

(List as necessary)

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(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”: **Canadian End Products:**

Line Item No.

(List as necessary)

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”: **Canadian or Israeli End Products:**

Line Item No.	Country of Origin

(List as necessary)

(4) Buy American Act – Free Trade Agreements – Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clauses of this solicitation entitled “Buy American Act-Free Trade Agreements – Israeli Trade Act::

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as necessary)

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) () Are, (X) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) () Have, (X) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) () Are, (X) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, (X) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).] **(1)**

Listed end products.

Listed End Product	Listed Countries of Origin

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

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4 (c)(1). The offeror () does () does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4 (c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4 (d)(1). The offeror () does () does not certify that— (i)

The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4 (d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(X) TIN: On File

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government; ()

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship; () Partnership;

(X) Corporate entity (not tax-exempt);

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- ☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4; (
) Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent; (☐)

Name and TIN of common parent:

Name Lockheed Martin Corporation.TIN On File.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that —

(i) **It [] is, [X] is not an inverted domestic corporation; and**

(ii) **It [] is, [X] is not a subsidiary of an inverted domestic corporation.**

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: []

Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____ **Highest level owner legal name:** _____

(Do not use a "doing business as" name)

(End of provision)

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52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAR 2015), ALT I (OCT 2014) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) **The offeror shall check the category in which its ownership falls:**

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

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

ADDENDUM TO 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS**PROVISIONS ADDED TO PART 12 BY ADDENDUM****252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS****252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015) DFARS**

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting. (b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system Operated on behalf of the Government (see 252.204-7012(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2) (i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7011 ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011) DFARS**252.209-7003 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS—REPRESENTATION (MAR 2012) DFARS**

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252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that **it is [] is not [X] a corporation** that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112 74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government. (b) The Offeror represents that-

(1) **It is [] is not [X] a corporation** that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

(End of provision)

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

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006) DFARS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to DLA AVIATION:

DLA AVIATION

8000 JEFFERSON DAVIS HIGHWAY

RICHMOND, VA 23297-5441

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD**52.211-9042 ADDITIONAL DOCUMENTATION REQUIREMENTS FOR SOURCE APPROVAL REQUEST – CRITICAL APPLICATION ITEM AND CRITICAL SAFETY ITEM (NOV 2011) DLAD****252.215-7008 ONLY ONE OFFER (OCT 2013) DFARS**

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52.215-9002 SOCIOECONOMIC PROPOSAL (FEB 2012) DLAD**52.215-9003 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL REPORTING (PPIRS-SR) INFORMATION IN PAST PERFORMANCE EVALUATION (APR 2014)DLAD****52.216-01 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a Firm Fixed Price with Economic Price Adjustment contract resulting from this solicitation. (End of provision)

52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR**52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (OCT 2014) DLAD**

(a) The product described in the Purchase Order Text (POT) or Procurement Item Description (PID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an "exact product," an "alternate product" (which includes a "previously reverse-engineered product"), a "superseding part number," or a "previously-approved product;" and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, offerors must refer to the criteria in subparagraphs (b) - (e) of this provision, respectively.) Any product offered must be either a product cited in the POT or PID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the POT or PID, including additional requirements referred to in the POT or PID, if any.

[X] Exact Product – Applies to CLIN(s):

0001AA Commercially Sourced Material

[] Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s): N/A

[] Superseding Part Number – Applies to CLIN(s): N/A

[] Previously – Approved Product – Applies to CLIN(s):

N/A

(b) "Exact product."

(1) "Exact product" means a product described by the name of an approved source and its corresponding part number, as currently cited in the POT or PID; modified (if necessary) to conform to any additional requirements set forth in the POT or PID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an "exact product" is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below.

(Any Offeror not meeting one of these descriptions is not considered to be offering "exact product;" even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the POT or PID.) For any Offeror other than the manufacturer cited in the POT or PID, the Contracting Officer may request evidence to demonstrate technical acceptability of the supplies offered. Evidence requested will generally include information tracing the supplies back to the original equipment manufacturer or its authorized distributor. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If an Offeror fails to provide the requested evidence/information or provides information that the Contracting Officer finds unacceptable, its offer may be rejected without further consideration under this solicitation.

(i) An approved source currently cited in the POT or PID offering its corresponding part number as cited in the POT or PID;

(ii) dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above; (iii) Manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the POT or PID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror must provide documentation to demonstrate such authorization, or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the manufacturer is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source, this does not necessarily preclude acceptance of the

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offer, if the Offeror provides adequate documentation or other evidence allowing the Contracting Officer to determine the approved source has oversight of and involvement in the manufacturing process.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer or its authorized distributor. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the item being offered is produced by a manufacturer that is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source or manufacturing source, this does not necessarily preclude acceptance of the offer, if the contracting officer can adequately document that the approved source has oversight of and involvement in the manufacturing process by other means.

(2) When the POT or PID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005. (c) "Alternate product."

(1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following: (i) An Offeror who (A) manufactures the item for an approved source currently cited in the POT or PID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

(ii) dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;

(iii) Offeror of a previously reverse-engineered product that is not currently cited in the POT or PID; or (iv) Any other

Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.

(2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the POT or PID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(3) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the POT or PID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the POT or PID; or, if not specified in the POT or PID, are as follows: **A** [buyer insert (a), (b), (c), or (d), as applicable, if POT or PID does not identify]. (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the POT or PID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the POT or PID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.

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(d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID. The Offeror is not required to submit data on the exact product.

(4) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated, the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the appropriate location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer or alternate product, will be identified either in the POT or PID or in paragraph (c)(2) of the provision of 52.217-9002. If the level of data and submission requirements are not identified in either of these locations in the solicitation, then 52.217-9002(c)(3)(a) applies.

(i) For solicitation numbers beginning with SPM7 or SPE7 and containing "T" in the ninth position of the PIIN: DLA Land and Maritime

Directorate of Procurement Alternate Offer Monitor, BPP

PO Box 3990

Columbus, OH 43218-3990

(ii) or solicitation numbers beginning with SPE4 or SPM4 and containing "T" or "U" in the ninth position of the PIIN: DLA Aviation

ATTN: Small Business Office - DU 8000

Jefferson Davis Highway Richmond, VA 23297-5100

(iii) or solicitation numbers beginning with SPM1, SPM2, SPM3, SPM5, or SPM8 and containing "T" or "U" in the ninth position of the PIIN:

DLA Troop Support ATTN : (see note below)

700 Robbins Avenue

Philadelphia, PA 19111-5096

NOTE: The address (ATTN line) will change based on the 5th digit of the PIIN as follows: SPM1 =

Clothing and Textile

(C&T)

SPM2 = Medical

SPM3 = Subsistence

SPM5 = formerly aviation or L&M Detachments (currently called Hardware)

SPM8 = Construction and Equipment (C&E)

(iv) For solicitation numbers beginning with SPRRA1 and SPRRA2 of the PIIN: DLA Aviation

Office of the Competition Advocate Bldg. 5201

Redstone Arsenal, AL 35898

(v) For solicitation numbers beginning with SPRPA1 of the PIIN: DLA Philadelphia

Competition Advocate Office

DLR Procurement OPS DSCR-ZC 700 Robbins Avenue Building 1

Philadelphia, PA 19111-5098

(d) "Superseding part number."

(1) The Offeror must indicate that a "superseding part number" is being offered if the offered item otherwise qualifies as an "exact product," except that the part number cited in the POT or PID has been superseded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for "alternate products." (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an "alternate product.")

(2) For solicitation numbers beginning with SPE or SPM, any data to be furnished with an offer of a "superseding part number" should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with

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the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(e) "Previously-approved product."

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

CLIN NR (s) _____ N/A _____ have been previously furnished or evaluated and approved under contract/solicitation number _____ N/A _____.

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(f) For all types of offers ("exact product," "alternate product," "superseding part number," or "previously-approved product"), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a "superseding part number" or a "previously-approved part number" to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the following dollar savings threshold shown below, which have a reasonable chance to receive an award; generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation, and is (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,500.00 for each required Engineering Support Activity evaluation). If the time before proposed award does not permit evaluation and delay of award would adversely affect the Government, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted, as stipulated above. When an alternate offer will not be considered for the current procurement, the Contracting Officer may request that the Offeror, at its discretion, provide a sample product for testing and evaluation in addition to the data required in this provision. Although not mandatory, Offerors are encouraged to provide the sample. This may facilitate the post-award evaluation and, if the alternate product is approved, increase the likelihood of its being added to the POT or PID in time for the next acquisition of the item. The Offeror shall not submit a sample product until requested to do so. The testing of the sample product will be done at a testing facility; therefore, the shipping instructions will be provided with the request. Unless otherwise specified in the solicitation, samples shall be submitted at no expense to the Government, may be damaged or destroyed during testing without liability from the Government to the submitter, and consequently may not be returned to the offeror; samples that are not damaged or destroyed will be returned only at the Offeror's request and expense. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. The Contracting Officer may at any time, pre-award or post-award, request evidence of the technical acceptability of the supplies offered in response to this solicitation. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation and the Contracting Officer subsequently finds the evidence to be unacceptable, or if the Contractor fails to provide the requested evidence, the award may be cancelled.

(End of provision)

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52.217-9008 SURGE AND SUSTAINMENT (S&S) EVALUATION (NOV 2011) DLAD – SEE NOTE 3 ON PAGE 41

52.217-9023 RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS (JUN 2008) DLAD

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

(c) The offeror should check here to opt out of this clause:

☐ Alternate wording may be negotiated with the contracting officer.

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) –FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/>.
(End of Provision)

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR

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

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (End of Provision)

252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW- FISCAL YEAR 2013 APPROPRIATIONS (DEVIATION 2013-00006) (APR 2013) (DFARS)

In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government. (b) The Offeror represents that—

(1) **It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability** that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner Pursuant to an agreement with the authority responsible for collecting the tax liability,

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

(End of provision)

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252.209-7996 REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW - DOD MILITARY CONSTRUCTION APPROPRIATIONS (DEVIATION 2013-O006) (APR 2013) (DFARS)

(a) In accordance with section 101(a)(10) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for military construction may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) **The Offeror represents that it is [] is not [X]** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7997 REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW- DOD MILITARY CONSTRUCTIONS APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government. (b) The Offeror represents that—

(1) **It is [] is not [X] a corporation that has any unpaid Federal tax liability** that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

(End of provision)

52.233-02 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.] DLA Aviation

Attn: Carl Allen

8000 Jefferson Davis Highway

Richmond, VA 23297

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of Clause)

Note 1: This clause is only applicable to the world-wide demand portion of this contract.

Note 2: This clause is only applicable to items designated for inspection at origin/source

Note 3: This clause is only applicable to world-wide demand commercially sourced items that require Surge and Sustainment

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SPECIAL CONTRACT REQUIREMENTS**H-900 PRICING AND PAYMENT**

Material: Material priced at time of award of the contract represents the fixed commodity price for a 12- month period. Those prices will be adjusted annually throughout the life of the contract in accordance with Economic Price Adjustments (EPA) pursuant to clause 52.216-9030. The EPA will only apply to material. The bases to be used for the adjustment to each Federal Supply Class (FSC) are as follows:

Bureau of Labor Statistics (BLS) Category WPU03THRU15 (Industrial commodities) mapped to the following FSCs: 1005, 1055, 1090, 1095, 1240, 1270, 1280, 1420, 1430, 1440, 1450, 1610, 1620, 1630, 1640, 1650, 1660, 1730, 2510, 2520, 2530, 2540, 2590, 2610, 2640, 2805, 2815, 2910, 2920, 2930, 2940, 2990, 2995, 3010, 3020, 3030, 3040, 3110, 3120, 3130, 3230, 3426, 3431, 3433, 3439, 3455, 3460, 3530, 3611, 3655, 3694, 3805, 3910, 3930, 3940, 3990, 4010, 4020, 4030, 4130, 4140, 4210, 4220, 4240, 4310, 4320, 4330, 4440, 4460, 4510, 4520, 4610, 4710, 4720, 4730, 4810, 4820, 4920, 4930, 4931, 4935, 4940, 5110, 5120, 5210, 5330, 5331, 5335, 5340, 5342, 5355, 5365, 5410, 5411, 5430, 5620, 5815, 5820, 5821, 5826, 5831, 5835, 5836, 5840, 5841, 5845, 5850, 5855, 5860, 5865, 5895, 5905, 5910, 5915, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, 5961, 5962, 5963, 5965, 5970, 5975, 5977, 5980, 5985, 5990, 5995, 5996, 5998, 5999, 6020, 6035, 6060, 6105, 6110, 6115, 6125, 6130, 6135, 6140, 6145, 6150, 6160, 6210, 6220, 6230, 6240, 6250, 6340, 6510, 6515, 6605, 6610, 6615, 6620, 6625, 6635, 6640, 6645, 6650, 6665, 6670, 6680, 6685, 6695, 6720, 6750, 6760, 6840, 6850, 6910, 6930, 7025, 7035, 7045, 7050, 7510, 7690, 8110, 8120, 8125, 8140, 8145, 8305, 8310, 8315, 8345, 8465, 9150, 9160, 9320, 9330, 9340, 9390, 9505, 9515, 9525, 9530, 9535, 9540, 9905

BLS Category WPU142 (Aircraft and aircraft equipment) mapped to the following FSCs: 1560, 1670, 1680, 2030, 2810, 2835, 2840, 2915, 2925, 2935, 2945, 2950

BLS Category WPU 1081-05 (Aircraft fasteners, except plastics including aerospace) mapped to the following FSCs: 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5360.

The SOI at Attachment 2 along with the Market Basket at Attachment 1 includes the annual estimated quantities for each item and the current sourcing status. The description of the data in the SOI is as follows for NSN, Total Quantity, Unit of Issue, Combined Site Quantity, Worldwide Demand Quantity, and Sourcing Status.

- NSN (National Stock Number) as found in FEDLOG or a local stock number may be listed as well.
- Total Quantity is the total estimated annual quantity for the item.
- Unit of Issue is the unit of measure for pricing (i.e.: each, HD, etc.)
- Combined Site Quantity is the total combined estimated annual quantity for each of the sites.
- Worldwide Demand Quantity is the annual estimated quantity to support the balance of DLA customers. If there is no demand other than site demand for an item, the worldwide demand quantity will be reflected as "0".
- Sourcing Status:
 - o "B" items the IPV contractor is required to obtain from DLA, are not eligible for contractor sourcing, and are subject to backup support*
 - o "D" items the IPV contractor is required to obtain from DLA*, but are contractor sourcing candidates, and are subject to backup support
 - o "F" Items that the IPV contractor is required to obtain from DLA*, but are contractor sourcing candidates provided the contractor demonstrates a 10% unit price savings, and are subject to backup support
 - o "M" items the IPV contractor is required to obtain from DLA* that are not subject to backup support and cannot be converted to contractor sourced
 - o "V" market basket items which the IPV contractor will provide from their commercial suppliers (after pricing acceptance by the Contracting Officer)

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*DLA inventory or DLA contractual arrangements – all via MILSTRP.

Supply Chain Support: Fixed Pricing is established for the level of performance to support demands over a 10-year period which includes a 5-year base period (6 months of transition and 4 years, 6 months of ordering), one 3 year ordering option period and a second 2 year ordering option period inclusive of 6- months of transition, which will include ordering material and material management until site deactivation. The initial performance period will be six months following the transition period, with each subsequent period being 1-year in duration. All payments will be made through a Level of Support Contract Line Item Number (CLIN) on the delivery order. The Level of Support CLIN will be estimated annually to coincide with the performance period. During transition, it will include only the transition and management payments until site activations begin. At which time, the material payment will be included per site as each individual site is activated. Below are the sub-CLINs that make up the Level of Support CLIN:

- a. **Transition sub-CLIN:** A fixed dollar amount is established for the first six months to cover transition and implementation costs. The payment will be made in accordance with established milestones as defined by the transition plan provided by the contractor and reviewed/approved the Contracting Officer.
- b. **Material sub-CLIN:** The material payment will be made up of the current combination of DLA-sourced and commercial-sourced items in place at the beginning of the performance period. This payment is calculated annually to coincide with the performance periods; subject to adjustment based on the estimated yearly usage and NIIN additions and deletions to the contract; applicable throughout the entire contract term; and paid monthly through the Level of Support CLIN. The contractor will price the Commercial Material Market Basket in its initial proposal and will price groups of items as commercial priced as provided by the Government to convert DLA sourced to Commercial Sourced items. Additional pricing groups to convert DLA sourced to Commercial sourced are anticipated to be provided every 90 days by the Government, but may be provided more or less frequently, and may result in an adjustment to the overall estimated monthly payment. Material will be recorded as sold to the Government at time of bin placement as EA even if the Unit of Issue reflects a different measurement such as HD. For instance, at the time the contractor places 50 EA of an HD unit of issue in the bin, the sale is recorded for 50 EA. The Material includes a Core List as well as a Schedule of additional items.
 1. **Core List of Items** (Also referred to as market basket): Consists of items of spare parts and industrial hardware that are priced at the time of contract award. The core list of priced items will be included in the solicitation as Attachment 1, Market Basket Pricing Template. Offerors should price all items in the market basket. Proposals leaving any items unpriced may be deemed unacceptable. If there are any problematic NSNs that cannot be priced after a reasonable attempt by the offerors, those items may be removed from the market basket at any time prior to contract award by the Contracting Officer. The final market basket pricing at total cost (all items unit prices multiplied by the estimated quantities) will be part of the Government's source selection decision. These items will be adjusted annually based on the applicable EPA index. For the contract awardee, only items that are found to be fair and reasonable in price by the Contracting Officer will be selected for commercial sourcing at time of award. **Note:** Any items that become CSI or are determined to require testing may be removed as a contractor sourcing candidate and revert to DLA sourced.
 2. **Supplemental Schedule of Items:** Consists of items of spare parts and industrial hardware for which specific customer site support is required under the contract, but are items that were not priced for vendor commercial support at the time of contract award. The Contractor may not provide such items from commercial sources until such time as an agreement as to price has been reached or the item is unavailable through DLA and is being provided by the contractor through its commercial supply chain as DLA Backup. Prior to price agreement, the Contractor shall use its assigned Department of Defense

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Activity Address Code (DoDAAC) to obtain the items from DLA through Signal Code A with a Priority Designator of 03, 06, or 13. The prices for items obtained from DLA will be adjusted annually at time of DLA Standard Unit Price (SUP) adjustment. The contractor will note prices paid for DLA items provided to the Government on the daily receiving report provided to the COR for inspection and in electronic format. The price noted on these reports shall be the SUP of the item at the time the contractor purchased the item from DLA. The Government shall pull the contractor's DODAAC requisition history to verify this information at time of reconciliation. The material supplied to support DLA backup will also be included under the Material sub-CLIN Supplemental Schedule of items. This material will be reconciled during the Level of Support CLIN reconciliation periods throughout the annual performance periods to adjust for any differences in price between the SUP and spot buy price.

- c. **Management sub-CLIN:** For each of the three designated customer groups (WR-ALC, OC-ALC, OO-ALC), the offeror shall propose an annual fixed Material Management payment to cover all costs required to support each of those groups. This payment is a fixed annual dollar amount quoted to cover costs associated with the contractor purchasing both commercially sourced and DLA sourced material as well as fixed costs incurred in the overall management of the supply chain. The material management payment is applicable to the schedule of items +/- 10% of items on a per site basis. The contractor will provide a material management value for each of the performance periods at time of initial proposal. In addition, this payment may be adjusted based on NIIN and kitting additions / deletions as well as the associated increase / decrease ineffect.

The following elements of the Management sub-CLIN will be broken out and subject to adjustment as noted:

1. **Bin Management:** Subject to adjustment as items are added or removed from the SOI.
2. **Kitting Support:** Subject to adjustment due to increases/decreases in kitting level of effort.

Level of Support CLIN Payment: For the base and option periods, DLA will issue an annual delivery order (DO) for the purpose of providing funding for the applicable period of performance. The contractor will invoice monthly against the DO in equal 12-month increments. The amount will reflect the sum of the Material, Management, and Transition sub-CLINs. The Material sub-CLIN will be calculated based on the offered unit prices adjusted by applicable EPA index for Commercially Sourced Items as well as DLA Standard Unit Prices for DLA Sourced Items multiplied by the Estimated Annual Demand (EAD) for the item. Performance based payments and the funding associated with the annual billing schedule will be delineated on the respective delivery order and/or modification. **NOTE:** *For the initial six months of the base performance period, monthly invoices will reflect Transition and Management costs, but estimated material costs will only be added as site locations are activated. This will result in unequal incremental payments in the transition period. It is anticipated that transitioned sites will have 30-days of AF owned material on-hand / in the bins. If additional AF owned material is identified prior to or during transition that is available for the contractor to utilize to fill bins in lieu of purchasing material from commercial sources or DLA, this material may also be deducted from the annual estimated billing amount for the material sub-CLIN.*

DO funded amounts do not reflect adjustments based on the Demand Variation Reconciliation provisions for the Material sub-CLIN. Additionally, annual payments do not reflect cost adjustments based on performance incentives and disincentives. Changes to the funded values may be necessitated by demand adjustments, incentive / disincentive calculations, etc. Any change to the funded values shall be implemented via modification.

The Material sub-CLIN shall be reconciled as often as necessary at the discretion of the Contracting Officer based on actual item usage. The reconciliation is anticipated to occur at 4-month intervals during each annual performance period after completion of the transition period, but shall occur no less often than annually within sixty (60) days of the conclusion of an annual period. The initial annual performance period will be inclusive of the 6-month transition period. The calculations and requirements to process the reconciliation are prescribed below:

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Within 60 days after the end of the annual performance period, actual usage for Material sub-CLIN parts during the performance period will be reconciled to the annual contract baseline value. The annual adjustment will be calculated as follows:

ADO = Actual Demand Output value for material (Quantity by part x Unit part price), where Quantity is the number of units delivered to the ALC by the Contractor and Unit part price is the unit price including any applicable EPA factor. For items on which only a partial quantity of the unit of issue has been placed in the bin, only the value of the material placed in the bin will be incorporated into the ADO. For instance, if the contractor adds 50 items from a unit of issue HD item that costs \$10.00 to a bin and stores the other 50 for a future fill, the value attributable to the ADO would be the unit price of \$10.00 multiplied by the % of the bag issued to the bin $((50/100)*100\%=50\%)$ for a total of \$5.00. Any appropriate incentive or disincentive based on performance metrics shall also be applied.

ACB = Annual Contract Baseline amount established at start of performance period as value for material (Estimated annual demand quantity by part x Unit part price), where Quantity is the estimated usage of units and Unit part price is the unit price including any applicable EPA factor.

ACA = Annual Contract Adjustment, $ADO - ACB$

When the Annual Contract Adjustment for parts is a positive amount for the performance period, an adjustment shall be paid to the Contractor within 60 days after the end of the negotiation for reconciliation. When the Annual Contract Adjustment for parts is a negative amount for the performance period, an adjustment shall be subtracted from the contract payment within 60 days after the end of the negotiation for reconciliation. Following the final year of performance, any Annual Contract Adjustment amount due to DLA shall be paid in a lump sum to DLA by the contractor.

With the exception of the initial 6 months of performance, the Contractor will submit equal monthly invoices based on the ACB for the annual performance period. At the end of each annual performance period, the demand variation reconciliation processes will be utilized to update the total cost for the next annual performance period. Metric performance and associated incentives and disincentives shall be calculated within 30 days of completion of this cost update. The resulting incentives or disincentives percentage will be applied to the updated cost and paid or offset in the contract payments.

Demand reconciliation calculations will be completed within 60 days from the end of the annual performance period, amounts due to the Contractor shall be paid within 30 days following reconciliation. Demand reconciliation amounts due to DLA shall be applied, and subtracted accordingly from the contract payment in the period following the reconciliation. Following the final year of performance, a Demand reconciliation amount due to DLA shall be paid in a lump sum to DLA by the contractor.

If the Contractor fails to submit requested reconciliation data within the requested time period, the Contracting Officer may suspend payments under this contract until the data has been furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within the period specified by the Contracting Officer after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data was due to the date of repayment, at the rate established in accordance with the Interest clause.

Worldwide Demand Orders: Worldwide Demand Orders will be processed and payment will occur outside the Level of Support CLIN. Delivery orders will be sent electronically in accordance with Clause Order Limitations FAR 52.216-19. Delivery times will be negotiated by line item at the time contract award as well as activation of any items that become eligible for Worldwide Demand Orders. Inspection/Acceptance requirements will be noted on each delivery order. Inspection/acceptance of items will be designated as either destination or source inspection and acceptance.

Destination: Delivery shall be directly to a customer or to a DLA (DDC) distribution location DoDAAC within the Contiguous United States and the District of Columbia, excluding Alaska and Hawaii. Acquisition Advice Code (AAC) H NSNs will be excluded from Worldwide Demand Orders. All deliveries will be packaged, marked and bar coded in accordance with the specifications of the solicitation. Packaging requirements will be identified on each individual delivery

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order. The applicable Warranty provisions are provided at FAR 52.212-4 Contract Terms and Conditions – Commercial Items.

H-901 TRANSITION METRIC

During the initial six-month transition period to ensure a smooth changeover from current contract to new contract, a transition incentive / disincentive will apply and will be paid under the Level of Support CLIN. The transition period will be measured over the first 6 months of the Gen III contract based on effective completion of the transition as determined by the DLA COR and Contracting Officer based on the criteria below and attainment of the Gen III metrics measured every 30 days after site activations within the transition period. The metrics measurements will be an aggregate of the transition performance and will determine metrics performance during the transition period.

Measurement of Transition including Site Activation / Inventory / Reports / Meetings: The following activities will be tracked monthly by the contractor, DLA COR, and DLA Contracting Officer along with FPA and MWT to ensure successful transition and determine application of the incentive / disincentive.

The phasing of activation of various site/shops shall occur at one site every 30 days beginning 90 days after contract award. A brown out period, where items cannot be added to the contract or BSL's re-configured, shall occur 15 calendar days before site's transition start date and conclude on day one of the start of the site's transition rollout in which the material included in the SOI and the locations of the bins at the ALC shall not change. Total accountability for the operational and material requirements for the program shall not exceed 180 days from contract effective date. The contractor shall utilize the data provided throughout the transition period as well as data it collects during transition of each site to provide a gap analysis to DLA and the AF of potential shortfalls in the supply chain that could impact production. The contractor shall ensure that they meet the current Gen III metrics upon each site activation. Metrics will be tracked for each activated site, with the first metrics reporting occurring 30 days after initial site activation.

In addition, the Contractor shall assume oversight of existing bench stock locations and bins and all remaining inventory on the shop floors. The Contractor is responsible for full material support regardless of material quantity in the bin at time of site activation.

By the date of each site activation after award, the contractor will have completed the following actions:

- Provide staffing levels to support the site transition.
- Describe movement of Gen II contractor from the site and Gen III contractor on site including time of movement, anticipated impacts, etc.
- Conduct a gap analysis and identify any long lead time items that could potentially become unsupportable during the transition / site activation and coordinate actions including spot buys to ensure material is available. Provide the analysis as well as a monthly supply chain management report encompassing material in the pipeline, lead times, estimated outages, etc.
- Accomplish movement and accounting including reporting to the Government of all AF owned material managed and stored by the Gen II contractor that is included on the Gen III SOI to the successful awardee's facilities through coordination with the Gen II contractor, AF, and DLA.
- Establish procedures for the transfer of bin management responsibility that will ensure the proper identification of parts; cleaned, organized, bar coded, and labeled designated material bin location and marking of the bins as required by the Air Force.
- Appropriately mark all bins containing precious metals with an annotation as approved by each ALC.
- Establish material distribution schedules and procedures to maintain a reliable flow of material to the bins.
- Develop adequate stock of commercially sourced items to fully support these items at time of site activation, completed identification and location of all BSLs / bins under this contract through coordination with the incumbent and AF, and designed a Quality Assurance Plan addressing ramp up time and normal performance time.
- Submit transition specific reports twice per week on personnel, access, order placement, distribution / warehousing, etc.; conduct rehearsal of Concept drills to identify gaps in the process; support AF and Gen II

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contractor efforts to have the optimal quantity of material in the bins, the optimal bin location setup, and eliminate unnecessary bins.

- Shadow the Gen II contractor to learn the location of BSLs and best practices; support Transition meetings with the Gen II contractor, AF, and DLA; set up a sign at each BSL identifying the emergency POC and number to call to report bin outages to the contractor.
- Provide lessons learned after each ALC rollout that can be utilized to improve the rollout of the next site, and demonstrate access to Government systems such that will be needed to ensure parts are procured to the latest revision.

The following chart illustrates the incentive / disincentive for the Transition Metric in addition to any incentives / disincentives accrued on FPA and MWT during the site activation (note: the incentives / disincentives for FPA and MWT will be included in the aggregate calculation at the end of the performance period, while the incentive / disincentive for the transition will be applied to the transition and management sub-CLINs during the 6-month transition period only):

Transition	Disincentive/Incentive
All actions completed in timeline	1.0%
Failure to complete all actions on timeline	-1.0%

In accordance with FAR 52.237-03, CONTINUITY OF SERVICES, the Contractor shall support the transition to a successor, either Government or Contractor, upon contract expiration. The Transition CLIN only applies to the stand up of Gen III contract.

H-902 FIRST PASS ACCEPTANCE (FPA) METRIC

Primary Metric: First Pass Acceptance

The Contractor shall achieve a 99.5% FPA rate for bench stock (bins and kits), defined as 99.5% of items available at the time of demand from the mechanic throughout the life of the contract. An FPA failure is defined as material not available to the mechanic at the time of demand; the bin or designated storage unit is empty, there is a limited amount of material left in a bin or designated storage unit to satisfy the mechanic's current need for material; the bins containing replenishment parts contain only parts not meeting quality assurance standards; or for kitting, a kit is not on-hand, does not contain all items on the List of Materials (LOM) needed to complete the job at the time of kit demand by mechanic, or contains non-conforming items. In order for an incomplete kit to count as an FPA failure, the Production Support Chief (EPSC/WSSC), or designee, must conditionally accept a partial kit or reject the kit. If conditionally accepted or rejected, the kit will be recorded as an FPA failure, and the contractor will be required to provide all items needed to complete the kit to close the FPA failure. Each FPA failure including kit failures will be reported by the Government in the contractor's electronic reporting system described in the PWS section 4.1.1.

An incentive will apply for exceeding a 99.9% FPA , and a disincentive will apply for failure to meet 99.5% FPA. FPA metric failures will be measured by the aggregate number of government reported material outages within a monthly reporting period. The first FPA evaluation date will be one month after site activation and subsequent FPA evaluations will be monthly thereafter.

Measurement

FPA is the percentage of success in fulfilling material demands, measured on a per mechanic per bin basis or per kit basis. The FPA percentage is calculated as the number of unsuccessful attempts by all mechanics to obtain a part or kit divided by the sum of the total non-automated bins supported plus the number of instances in which a mechanic requests a part from the automated bins or automated systems during the month plus the number of kit delivery requests. For example, if the mechanics request parts from an automated bin / automated system 5,000 times during the month, the contractor is supporting 100,000 non-automated part bins, and the customer requests delivery of 3,000 kits, the denominator will be 108,000. FPA will be calculated separately for each ALC on a monthly basis. For kits, an FPA failure is defined as a kit that is not available at time of customer request, contains non-conforming parts, or is conditionally

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accepted or rejected by the Production Support Chief. Kitting requests will be derived from the number of kits delivered during the month plus all open kit FPA failures.

Performance measurement for FPA will begin at site activation and will be measured on a monthly basis for the ALC sites. FPA will be applied on an annual basis per site as the average of the monthly FPA % to determine the incentive / disincentive per site and will be calculated annually. The incentive / disincentive will be calculated against the Level of Support CLIN and added to / deducted from the Level of Support CLIN payment. The incentive / disincentive will be added or deducted from the monthly payment following completion of calculation of the incentive / disincentive to be applied at the conclusion of each annual performance period.

FPA will be calculated as follows, $FPA = \left[\left(1 - \frac{\text{Number of FPA failures reported in a given month}}{\text{sum of the total non-automated bins supported plus the number of instances in which a mechanic requests a part from the automated bins or automated systems during the month plus the number of kit delivery requests}} \right) \times 100 \right]$. The annual FPA will be calculated as the mean of the cumulative monthly FPA averages.

The following charts illustrate the incentives and disincentives for FPA metrics that will be calculated against the Level of Support CLIN and added to the Level of Support CLIN payment:

Performance Periods : (Completion of Transition Period thru contract completion)	
FPA	Incentive Percentage
99.95% - 100%	2%
99.9% - 99.94%	1%
99.5% - 99.89%	0%
99.0% - 99.49%	-1%
98.0% - 98.99%	-2%
97.0% - 97.99%	-3%
96.0% - 96.99%	-4%
95.0% - 95.99%	-5%
94.99% or less	Default

Note: During transition, default will be 90% or less

First Pass Acceptance incentives and disincentives are reported monthly, calculated annually and applied to the payment of the Level of Support CLIN. The incentive and disincentive amount will be determined as the % of incentive or disincentive multiplied by the dollar value of the Level of Support CLIN after reconciliation of the CLIN value has occurred for the previous performance period. The resulting incentive / disincentive amount will be deducted in a lump sum from the Level of Support monthly payment following the 12-month performance period. The first annual performance period will consist of the 6-month transition period as well as the first 6-months of full performance. FPA performance metrics tracking will start upon activation of each site. Prior to the first formal metrics cycle, the parties shall conduct a "dry run" of the metric computing and reporting process to allow all parties (AF, DLA, contractor) to participate in the process and provide clarifications.

Below is an EXAMPLE of a FPA calculation for one month at an ALC:

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of bin and kitting instances reported: 300
Sum of non-automated bins supported, requests for part from automated bins / systems, kit delivery requests: 70,000
FPA % Calculation: $[(1 - (300 / 70,000))] * 100 = 99.57\%$

Below is an EXAMPLE of how a disincentive would apply under the resulting contract:

Level of Support CLIN payment for the first annual performance period: \$100,000,000.00 12-month average of monthly reported FPA %:
 $(99.1+99.5+99.6+99.3+99.4+99.7+99.0+99.3+99.4+99.5+99.6+99.1)/12 = (1192.5/12) = 99.375\%$ Calculated
disincentive earned for first annual period: $(\$100,000,000 * 1\%) = \$1,000,000.00$

The clock starts when the Government notifies the Contractor POC via the electronic system established by the Contractor or via an automated bin / system. The Contractor-designated POC shall be available 24 hours/day, 7 days/week. The COR will verify the failure and track the timeframe to correct the failure. The Contracting Officer will provide a monthly metric report to the Contractor within fourteen (14) days from the end of the preceding month. The Contractor will have fourteen (14) days to challenge the calculations in writing to the KO. The challenge shall include the rationale and any supporting evidence. The KO will make the final decision on the challenge request within 14 days after receipt. If the Contractor does not submit a timely challenge, then no adjustment will be made to the monthly metric.

Any incentive earned by the Contractor may be reduced at the discretion of the KO for excessive product quality deficiencies for items delivered from the Contractor's inventory defined as no more than 1 PQDR per quarter per ALC for a contractor sourced item. Penalties will not be assessed against the Contractor if the FPA failure was caused by a DLA-supplied quality deficiency and if the Contractor provides a remedial plan within 48 hours of the failure. This remedial plan must be approved by the COR.

Exceptions

New items added to the SOI will be permitted one lead-time for supportability expectations, and will not be included in the FPA calculation until the agreed to lead-time has expired. DLA-mandatory sourced items such as Critical Safety Items (CSI) or items requiring First Article Testing will be included in the FPA calculation.

Kits that are provided / accepted as incomplete due to missing or new items within the first lead-time are not included in the FPA metric calculation.

FPA failures caused by "frozen" DLA sourced material as referenced in the PWS 3.5.1 will not count against the contract metrics.

The contractor may challenge any instance of FPA failure resulting from unavailability of DLA-mandatory sourced items. The contractor shall provide evidence to the contracting officer that appropriate planning and supply chain management actions were taken to meet the 99.5% FPA requirement, including but not limited to submission of DDEs. The contracting officer will conduct an investigation and render a decision. The contractor must notify the contracting officer of any disputed FPA failures due to unavailability of DLA- mandatory sourced items within 30 days of the end of the evaluation period. Failure to notify the contracting officer within that time will result in the FPA failure being deemed to be accurate and correct.

H-903 MECHANIC WAIT TIME (MWT) METRIC **Secondary Metric: Mechanic Wait Time (MWT)**

The number of hours it takes the Contractor to remedy an FPA failure is called Mechanic Wait Time (MWT). MWT is calculated as the time it takes the Contractor to fill a bin / kit once it has an FPA failure, measured as the difference between the time the first FPA failure for a bin / kit is reported to the Contractor and when all FPA failures for the bin / kit

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have been remedied by the Contractor as verified by the COR. The contractor shall remedy every instance of FPA failure within 24 hours throughout the entire contract period.

A tiered disincentive will be applied per bin / kit on which an FPA failure occurs that exceeds the 24 hour metric. An additional disincentive will apply for every 30 days in which an MWT bin / kit instance remains open. The MWT evaluation will begin upon site activation and subsequent MWT evaluations will be monthly thereafter.

The following charts illustrate the incentives/disincentives for the 24-hour MWT metrics.

Mechanic Wait Time (MWT)--24 hr

Performance Periods	
MWT	Disincentive
>24--48 hours	\$280 per instance
>48--72 hours	\$420 per instance
Greater than 72 hours	\$560 per instance

The MWT disincentive will be tracked monthly and calculated on an annual basis. A tiered disincentive will be calculated monthly and applied on all MWT instances that exceed 24 hours. An additional disincentive will apply at the max MWT per instance dollar value (\$560) for every 30 days in which an MWT bin / kit instance remains open. For example, if an MWT instance remains open 95 days, the disincentive will be $\$560 + \$560 + \$560 + \$560 = \$2,240$. MWT will be measured per bin / kit. The MWT disincentive will be calculated annually as the value of all MWT failures exceeding the 24-hour MWT metrics multiplied by the appropriate tiered disincentive plus the additional disincentive applied to MWT instances open for greater than 30 days. The disincentive amount will be deducted from the Level of Support CLIN following the 12 month performance period. MWT disincentives will commence with the activation of each site. The first annual performance period will consist of the 6-month transition period as well as the first 6-months of full performance.

The clock starts when the Government notifies the Contractor POC via the Contractor's electronic system or via an automated bin / system. The Contractor-designated POC shall be available 24 hours/day, 7 days/week. The COR will verify the failure and track the timeframe to correct the failure. The Contracting Officer will provide a monthly metric report to the Contractor within fourteen (14) days from the end of the preceding month. The Contractor will have fourteen (14) days to challenge the calculations in writing to the KO. The challenge shall include the rationale and any supporting evidence. The KO will make the final decision on the challenge request within 14 days after receipt. If the Contractor does not submit a timely challenge, then no adjustment will be made to the monthly metric.

Exceptions

Items excluded from the FPA metric are excluded from the MWT disincentive.

NSNs added after contract award will be granted a full Production Lead Time (PLT) based on PLT agreed at time of addition prior to being subject to the FPA and MWT metrics.

The Contracting Officer will provide a monthly metric report to the contractor within fourteen (14) calendar days from the end of the preceding month. The Contractor will have fourteen (14) calendar days to challenge individual delivery orders or the calculations for the metrics in writing to the Contracting Officer. The challenge shall include the rationale and any supporting evidence. The Contracting Officer will approve/disapprove the challenge request within 14 calendar days after receipt. If the contractor does not submit a timely challenge, then no adjustment will be made to the monthly metric.

H-904 BIN FILL MEASUREMENT

The contractor will be provided a maximum bin fill level for each item in each bin location. If the COR discovers overfilling of the bin, which is defined as a bin filled above the specified max bin level, the material that constitutes the overfilling will be documented and presented to the contractor as an overfilling. The material may remain in the ownership of the AF or be returned to the Contractor. Additionally, a credit may be processed against the monthly payment of the contractor at

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time of reconciliation for the value of all material returned as overfilled throughout the annual performance period at the discretion of the Contracting Officer.

H-905 BIN MANAGEMENT

The Government will notify the contractor at the time an item is contemplated to be added to or deleted from this contract. If the item being added will be commercially sourced, the contractor will be requested to provide pricing for the item. The material cost will be evaluated for reasonableness and negotiated if necessary. The negotiated price will be in effect for the remaining life of the contract and will be included in all future EPA adjustments. If the Government increases or decreases NIINs on contract beyond the initial +/- 10% of items per site included on the Schedule of Items, the contractor or Government may request an adjustment to the Bin Management portion of the Management sub-CLIN in accordance with FAR 52.243-1 ALT II and/or DFARS 252.243-7002 as a change in level of effort. If the level of effort decreases below the specified level above, the Government expects a reduction in the Bin Management portion of the contract.

The contractor will provide the labor categories and all labor rates associated with each of those categories at time of proposal for the length of the period of performance of this effort. In addition, the contractor shall provide any information requested by the Contracting Officer to justify requested adjustments and/or to set a baseline at time of award of contract by which to evaluate all future requested adjustments by either the contractor or Government. To establish the baseline, the Government will request information including, but not limited to category of labor and number of personnel required for bin management, and utilize the level of effort requested in the solicitation as well as the proposed bin management price to evaluate any future request to increase or decrease the level of effort. The adjusted Bin Management portion of the Management sub-CLIN will be applicable to the adjusted Schedule of Items +/- 10% per site included on the SOI.

In addition, this sub-CLIN includes task order labor as described in the PWS section 2.6. Task Order Labor is a contractual provision that is used for temporary increased level of efforts in the IPV program at the three ALCs. Temporary is defined as an increased level of effort not to last longer than twelve months in duration. Task Order Labor shall not be requested, or issued, on a consecutive or recurring basis for the same level of effort in an attempt to circumvent the temporary nature of Task Order Labor. Task Order Labor shall be within the scope of the contract, issued for a defined period of performance, and be within the maximum dollar value of the contract. The Government will utilize the labor categories and rates provided at time of proposal by the contractor to establish and substantiate proposals provided by the contractor for task order labor.

The request for Task Order Labor shall be initiated by the Air Force to the DLA COR to be provided to the Contracting Officer. All requests for Task Order Labor shall provide a detailed description of the work to be performed, location of the work to be performed, and the period of performance of the work to be performed. The Contracting Officer shall request a formal proposal from the contractor and execute a formal contract modification for every instance of Task Order Labor. Upon receipt of a request for proposal for Task Order Labor, the contractor shall submit a formal proposal to the Contracting Officer detailing the proposed rate(s), job code(s), job description(s), rate validity dates, estimated hours per week, estimated weeks, the number of contractor personnel required for the period of performance, overtime hours (if necessary), and the proposal value.

The contractor shall ensure that Task Order Labor employees enter their hours worked daily and submit their time card by close of business on every Friday. The time cards must be accessible in hard copy and/or electronic format to the Government and must contain at a minimum, date worked, title/shift, description of work, hours, regular/overtime, job number, weapon system, location, task order number, employee name, AF or contractor supervisor overseeing the work. The contractor must receive a sign-in/sign-out sheet from the applicable weapon system Air Force Supervisor responsible for their assigned employee no later than noon on Monday, or for task order labor projects to be performed in the contractor facility, a supervisor will be responsible for the sign-in/sign-out sheets in lieu of an Air Force supervisor. Every Monday afternoon a screen print of the recorded labor or timesheet, will be validated against the sign-in/sign-out sheet, signed by the contractor, and validation provided to the DLA COR for review and verification. The verified screen print will be provided by the COR back to the contractor and to the Contracting Officer.

H-906 KITTING

Kitting is to be priced as a price for labor for kit assembly. The offeror will provide a price for the initial level of kitting support +/- a 10% change in level of effort per site, which represents the number of kit builds per month evaluated as a 12-month average. Each time the Government increases or decreases the level of effort beyond the initial +/- 10% level per site of kitting effort included in the solicitation, the contractor or

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Government may request an adjustment to the Bin Management portion of the Management sub-CLIN in accordance with FAR 52.243-1 ALT II and/or DFARS 252.243-7002 as a change in level of effort. If the level of effort decreases below the specified level above, the Government expects a reduction in the Bin Management portion of the contract.

The contractor will provide the labor categories and all labor rates associated with each of those categories at time of proposal for the length of the period of performance of this effort. In addition, the contractor shall provide any information requested by the Contracting Officer to justify requested adjustments and/or to set a baseline at time of award of contract by which to evaluate all future requested adjustments by either the contractor or Government. To establish the baseline, the Government will request information including, but not limited to category of labor and number of personnel required for kitting, and utilize the level of effort requested in the solicitation as well as the proposed kitting price to evaluate any future request to increase or decrease the level of effort. The adjusted Kitting Support portion of the Management sub-CLIN will be applicable to the adjusted level of effort +/- 10% per site.

H-907 DLA BACKUP / SPOT BUY PROCESS

For DLA-sourced consumables, the Contractor shall have several major and related responsibilities. Primarily, the Contractor has a responsibility to monitor DLA's consumables pipeline and ALC demand rates to fill in identified gaps in the supply chain at each of the ALCs by utilizing its commercial supply chain. The contractor will utilize its forecasting expertise along with forecasting data provided by DLA to fill these gaps and provide overall support at the 3 ALCs.

The Contractor may recommend that DLA increase or decrease recommended allowances or existing buy quantities, generate new purchase requests (PRs), or expedite deliveries of current contracts. Initially, the Contractor shall submit these recommended adjustments via Microsoft Excel spreadsheet to DLA's

Administering Contracting Officer (ACO) on a monthly basis. The reporting requirement shall focus only on items with recommended pipeline changes and the analysis generating and justifying the recommendations. DLA is under no obligation to take any action as a result of the recommended adjustments submitted by the contract.

The Contractor shall utilize engineering management intelligence to inform DLA's demand forecast for the DLA-sourced consumables intended for the ALCs, monitor DLA's acquisition pipeline to identify and satisfy any gaps that could impact requirements, and maintain responsibility to mitigate "gaps" in DLA supply in the event that DLA's inventory is insufficient to fulfill demand for DLA-sourced parts by utilizing its commercial supply chain to obtain and provide parts. The Contractor is only responsible to support DLA-sourced consumables intended for demands from the 3 ALCs IPV activities. DLA shall provide the Contractor with access to DLA Systems or flat files in support of this function.

The Contractor shall implement an obsolescence and DMSMS monitoring program with the intent to identify and notify DLA of current and future obsolescence issues for DLA-sourced consumables. The Contractor shall provide the Government with obsolescence status briefs for both Contractor and DLA-sourced consumables during the regular PRBs.

Leveraging the Contractor's end-to-end supply chain and engineering insight, the Contractor shall take proactive actions and responsibility to ensure supply is available to fulfill DLA-sourced parts requirements in the event that DLA's existing inventory and pipeline are insufficient or inadequate to fulfill demand within established service levels. Representative Contractor actions may include additional parts engineering and reclamation, accelerated rework, alternative sourcing practices, and preemptive inventory shipping and positioning. Additionally, the Contractor may proactively purchase and/or stock inventory to rectify potential gaps in DLA-sourced supply. However, the material will not be sold to the Government until placed in the bin, and the contractor must follow the prescribed sourcing order of priority.

DLA Back-up performance will be measured via the FPA and MWT metrics for support at the 3 ALCs and is included in the overall metric calculation for performance and incentive / disincentive calculations. DLA Backup will be applicable to all items in the Schedule of Items with a Sourcing Status Code "B", "D", or "F" in Attachment 2 (DLA Sourced Items).

The material value for backup / spot buys is included in the material sub-CLIN estimate as part of the EADs listed. The backup / spot buy material usage will be reconciled during the annual performance period reconciliations and

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adjustments will be made as necessary to take into account any additional spend attributable to backup. The contractor must provide items that conform to the technical requirements and all applicable drawings. The item must be from an approved source, if applicable. Any offers of surplus, material produced as an "acceptable alternative," from a source that is not designated as approved by the Government, or an offer that is not in line in any way with technical requirements of the item must be sent to the Contracting Officer or Contracting Officer designee for review and approval before placement of spot buy. Approval of spot buys reviewed prior to placement by the Contracting Officer or Contracting Officer designee will be via written communication. The contractor will maintain technical records throughout the life of the contract and for 3 years following contract expiration.

The Contracting Officer will utilize the following methodologies to make a fair and reasonable determination of spot buys conducted for backup support. The methodologies below are categorized based on dollar value of the total spot buy order (unit price*total quantity of order). In accordance with DLAD clause 52.217-9017, the contractor will maintain all documentation referenced below to allow the Contracting Officer to make price reasonableness determination post transaction. If the Contracting Officer does not feel that adequate documentation exists to the support the spot buy offered price as fair and reasonable, the Contracting Officer may unilaterally reduce the price to match DLA SUP in accordance with clause 52.217-9017(d). The contractor shall maintain price records to substantiate a fair and reasonable determination through the life of the contract and for 3 years following contract expiration.

In addition, if the DLA Contracting Officer is not provided adequate supply chain documentation of spot buy need, the Contracting Officer reserves the right to return the material for a full refund. A spot buy shall not be conducted without prior written approval of the Contracting Officer if DLA has stock on hand greater than or equal to the full historical production lead time based on projected usage calculated as Stock on Hand minus Protected Stock (both values contained on Demand Details A report in Attachment 7) divided by the Estimated Annual Demand for the item for the applicable annual performance period.

- CATEGORY I: For spot buys with an extended value of less than or equal to \$5,000, a representative statistical sampling of lines sufficient to provide a 90% confidence level shall be reviewed on a post- award basis no later than 60 calendar days after award. The Government reserves the right to review any and all spot buys that exceed SUP. The contractor shall maintain a record available to the Government by request of competitive quotes received to substantiate the price as well as any other relevant cost details including but not limited to commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.
- CATEGORY II: For spot buys with an extended value above \$5,000 to \$10,000 a representative statistical sampling of lines sufficient to provide a 95% confidence level shall be reviewed on a post- award basis no later than 60 calendar days after award. The Government reserves the right to review any and all spot buys that exceed SUP. The contractor shall maintain a record available to the Government by request of competitive quotes received to substantiate the price as well as any other relevant cost details including but not limited to commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.
- CATEGORY III: For spot buys with an extended value greater than \$10,000 to \$250,000 a representative statistical sampling of lines sufficient to provide a 99% confidence level shall be reviewed on a post-award basis no later than 60 calendar days after award. The Government reserves the right to review any and all spot buys that exceed SUP. The contractor shall maintain a record available to the Government by request of competitive quotes received to substantiate the price as well as any other relevant cost details including but not limited to commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.
- CATEGORY IV: For spot buys with an extended value greater than \$250,000 100% of the lines shall be reviewed prior to any order being processed. The contractor shall maintain a record available to the Government by request of competitive quotes received to substantiate the price as well as any other relevant cost details including but not limited to commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.

NOTE: The above thresholds are guidelines and are subject to change based on the needs of DLA to ensure Fair and Reasonable prices. Adjustment to the review levels will be done via modification within the scope of the changes clause contained herein.

In addition, if the DLA Contracting Officer is not provided adequate supply chain documentation of spot buy need, the Contracting Officer reserves the right to return the material for a full refund. A spot buy shall not be conducted without prior written approval of the Contracting Officer if DLA has stock on hand greater than or equal to the full historical production lead time based on projected usage calculated as Stock on Hand minus Protected Stock (both values contained on Demand Details A report in Attachment 7 which is being provided daily via the daily SOH report) divided by the Estimated Annual Demand for the item for the applicable annual performance period."

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Working with LM, DLA has and will continue to supply supportability information using the Depot Analysis Recap Reset Tool (DARRT). The DARRT analysis places items into one of 7 categories as shown below:

Black - No stock on hand & Shortage in 60 Days

Red - Will be short in 60 days

Orange - Will be short in 120 days

Yellow - Will be short in 180 days

Blue - Will be short in 240 days

Gray - Will be short in 300 days

Green - No shortage

DLA backup material purchased in good faith based on IBAR, DART, and other forward looking forecasting tools estimations of gaps at the time of purchased shall be authorized for issue prior to ordering additional material from DLA even if DLA gaps are later closed.

The IPV Gen III rollout at OC-ALC has faced many challenges. Consequently, DLA will also expand DLA Backup coverage at OC-ALC immediately, to include "orange" and "yellow" until December 31, 2017, covering approximately the first three months of the initial period of performance.

52.217-9017 Tailored Logistics Support Purchasing Reviews.

As prescribed in 17.9508(a), insert the provision/clause in solicitations/contracts.

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TAILORED LOGISTICS SUPPORT PURCHASING REVIEWS (NOV 2011)

- (a) From the commencement of performance of this contract until 3 years after the final contract payment, the Contractor shall allow the Contracting Officer, Administrative Contracting Officer, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the Contracting Officer access to all records and information pertaining to those items or services for which the Government is relying on the Contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The Contractor shall maintain records subject to this clause for not less than 3 years after the contract final payment.
- (b) The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph 1 of this clause to ascertain whether the Contractor has obtained the best value. The Contractor shall seek competition to the maximum extent practicable for all purchases. Contractor purchases of any supplies or services shall solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations shall, to the extent practical, solicit offers from different manufacturers or producers. If the Contractor is unable to obtain quotes for competing items from two or more such independently-competing firms, the Contractor shall retain supporting documentation for its rationale for selection of the suppliers solicited and chosen to supply the items, and for its determination that the price was fair and reasonable. The Contractor is responsible for maintaining this same documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:
- (1) A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The Contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof shall be upon the Contractor to establish that the price is reasonable under the standards in Federal Acquisition Regulation (FAR) Subpart 15.4 and FAR 31.201-3.
- (2) The Contractor shall keep the documentation to a minimum, but shall retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices shall be retained. Should the Contractor receive an oral price quotation, the Contractor shall document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies shall be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract shall include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation shall be made for each subcontractor performing work on this contract.
- (c) When the Contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the Contractor shall immediately pass these savings to the Government in the contract price and invoice for payment. The Contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the Contractor has not already pre-priced the effort to use its own labor force, the Contractor shall provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.
- (d) If the Contracting Officer determines that the purchased product or service is unreasonably priced, the Contractor shall refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer shall notify the Contractor in writing in accordance with FAR 32.610, giving the basis for the determination and the amount to be refunded. The Contractor shall make the refund payment in accordance with directions from the Contracting Officer, and shall provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR

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52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision shall be handled in accordance with the "Disputes" clause of this contract.

(e) At the midpoint of each performance period if the period is a year or less long or annually if the performance period is more than a year, upon receipt of notification from the Contracting Officer of the intent to exercise an option, or if otherwise requested, the Contractor shall provide the Contracting Officer an affirmation in the following form, signed by an authorized representative of the Contractor:

"To the best of my knowledge and belief, during the period beginning _____ (insert date) and ending _____ (insert date), _____ (insert Contractor's name) furnished all supplies or services called for by Contract number _____ in accordance with all applicable requirements. I further affirm that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and item identification, and are in the quantity required. The items and services were competed or prices are justified as fair and reasonable in accordance with the requirements of _____ (name/number of the clause)."

(End of Clause)

H-908 SMALL BUSINESS PARTICIPATION & SUBCONTRACTING PLAN

The Contractor's Small Business Participation and Subcontracting Plan will be incorporated into the subject contract and applies to commercially sourced material only. At a minimum, the Contractor shall maintain support of small businesses by seeking to achieve the small business subcontracting goals approved by the Contracting Officer at time of award. The Contractor is additionally challenged to increase small business participation and subcontracting with improved goals throughout the contract term.

As a part of the Contractor's efforts to increase small business participation and subcontracting under the contract, the Contractor is encouraged to conduct and expand small business outreach efforts. The objective of these outreach efforts is for the Contractor to qualify additional small businesses for the Contractor to utilize for subcontracting under the contract. Examples of outreach efforts may include: Industry Days, Small Business Mentoring Programs, and the use of SubNet and the Dynamic Small Business Search database in the System for Award Management (SAM) to identify potential small business sources for qualification and future subcontracting.

The Contractor shall issue a status report of achievement to goals no later than 60 days after the end of the performance period as well as identifying results of small business outreach efforts.

H-909 INSPECTION OF ITEMS REQUIRING SOURCE INSPECTION

There are several contract clauses, as well as statements in the PWS that the Contractor must furnish an item in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF) for each specific NSN in the Procurement Item Description (PID).

When the PID or Quality Matrix indicates source inspection PIC "C" and the item will be delivered to a bin at one of the ALCs, the contractor shall have available a copy of the Certificate of Conformance (CoC) if requested by the COR / TA on-site at time of material delivery in accordance with FAR clause 52.246-15, and maintain the CoC and all relevant technical certifications for the material to be available upon Government request.

For Worldwide Demand Orders, the cognizant DCMA office will be included on each order, and the contractor will be required to provide all data required by DCMA to support the order.

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PERFORMANCE WORK STATEMENT (PWS)

**AIR FORCE
INDUSTRIAL PRODUCT-SUPPORT VENDOR PROGRAM**

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1 Overview**1.1 Definitions**

1. **ALC** (Air Logistic Complex) - Located at Tinker AFB, Hill AFB, and Robins AFB; provides worldwide logistics support for a variety of weapons systems.
2. **Bin** – general term used to describe the item where material is stored for mechanic's use. Includes VIDMARs, units, drawers, and eventually AutoCribs.
3. **CAR** (Corrective Action Report) - The procedure used in response to a defect.
4. **Consumable Part** – Parts that are consumed during the maintenance process and become part of the item undergoing repair.
5. **COR** (Contracting officer Representative) - The individual authorized to represent the Contracting officer, but does not have authority to commit Government to funds or change the contract. COR is the primary POC for the Contractor and Government. Under no circumstance can the COR add, delete, change, or modify the contract. The COR does not hold a warrant and cannot commit to contract changes.
6. **CPARS** (Contractor Performance Assessment Reporting System) - Ensures that accurate data on Contractor performance is current and available for use in source selections.
7. **CSI** (Critical Safety Items) - A part, assembly, or support equipment whose failure could cause loss of life, permanent disability or major injury, loss of a system, or significant equipment damage
8. **CTDF** (Contract Technical Data File) - The information located in Field "C", (Technical Guidance Information), Field "D", (Technical History/Weapons Systems Data), Field "M", (Contracting Guidelines), and Field "N", (Quality Guidance Data), of the CTDF are business sensitive, and will not be disseminated to any person, firm, or entity outside the Contractor's own entity.
9. **DDE** (Demand Data Exchange) - Forecast/collaboration data for future requirements
10. **Demand** - any active (non-cancelled) Sales Order or DHA to include CLSSA FMS but not non-CLSSA.
11. **DLA** (Defense Logistics Agency) - Provides supplies to the military services and supports their acquisition of weapons, repair parts, and other material.
12. **Eaches** - Items as counted individually, does not necessarily equate to the unit of issue.
13. **FPA** (First Pass Acceptance) - Percentage of serviceable condition items (right part, right quantity) available at the time of demand from the mechanic. The primary metric for this contractual effort.
14. **GFE** (Government Furnished Equipment) - It is equipment that is owned by the government and delivered to, or made available to a Contractor.
15. **GFM** (Government Furnished Material) – Government material that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.
16. **IPEXSP** (Integrated Planning Execution Sustainment Process) - Collaborative planning and execution process that will be used at maintenance sites at Hill Air Force Base, Utah, as well as at Robins AFB, Ga. and Tinker AFB, Okla.
17. **Kitting** - Package or make available a set of materials or parts from which something can be assembled
18. **Lead time** - Time it takes to procure an item from a supplier
19. **LOM** (List of Materials) - Specific list of items and associated quantities contained in a kit.
20. **MWT** (Mechanic Wait Time) - Measured as the number of hours it takes the Contractor to remedy a FPA failure.
21. **Min/Max Levels** - The range of stock, identified by 'each' (EA) that shall be retained within identified bin locations.
22. **MIS** (Management Information System) - Hardware and software systems within an enterprise that provide the information that management needs to run an enterprise.
23. **MRA** (Material Receipt Acknowledgment) – Government acknowledgment of receipt of material delivered to DLA
24. **Overhaul** - The complete disassembly, cleaning, inspection, repair or replacement of component parts as required, reassembly, and testing of an end item and acceptance test procedures, or other procedures as agreed to by Vendor and the government. All software (i.e. seals, packing, etc.) and certain hardware (bearings, face seals, etc.) are replaced. Excessively worn components are replaced.
25. **PAR** (Performance Action Report) - It describes new initiatives that improve the quality of their services

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and highlights metrics that meaningfully gauge their progress against goals.

26. **PMR** (Program Management Reviews) - A structured program review that is conducted by the Program Manager (PM) with all key Stakeholders.
27. **Point of Sale** (POS) - The point at which the Government makes a payment to the Contractor in exchange for goods or after provision of a service.
28. **POP** (Period of Performance) - Deliverables and timeline a vendor must execute in performance of specified work for a client.
29. **POT** (Purchase Order Text) - A text describing the material in more detail
30. **PQDR** (Product Quality Deficiency Report) - The SF 368 form or format used to record and transmit product quality deficiency data.
31. **QASP** (Quality Assurance Surveillance Plan) - Government developed and applied document used to make sure the systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and in subsequent task orders.
32. **QML** (Qualified Manufacturers List) - A list of manufacturers whose production lines have been certified and qualified by the Defense Logistics Agency for the production of devices used in military or space applications.
33. **QPL** (Qualified Products List) - contains qualification information regarding products and manufacturers as compiled and maintained by the individual Qualifying Activities (QA)
34. **QSL** (Qualified Suppliers List) – A list of pre-qualified sources for certain electronic components that are purchased and managed by the Defense Logistics Agency.
35. **Repair** - Testing and inspections of the End Item to determine overall condition, disassembly of the End Item to the extent necessary to correct deficiencies, and final testing of the End Item. In accordance with acceptance test procedures, or other procedures as agreed to by Vendor and the government. All disturbed software (i.e. seals, packing, etc.) will be replaced. Replaced component parts will be new, meet new part tolerances and limits.
36. **SOI** (Schedule of Items) - The specific set of items supported by the IPV program at any given time. See Attachment 2 for the initial SOI. (note: SOI is subject to growth over the course of the contract)
37. **SL** (Shelf-life) - The total period of time beginning with the date of manufacture, date of cure (for elastomeric and rubber products only), date of assembly, or date of pack (subsistence only), and terminated by the date by which an item must be used (expiration date) or subjected to inspection, test, restoration, or disposal action; or after inspection/laboratory test/restorative action that an item may remain in the combined wholesale (including manufacture's) and retail storage systems and still be suitable for issue or use by the end user. Shelf-life is not to be confused with service-life
38. **SLC** (Shelf-Life Code) - A one-position code assigned to identify the period of time beginning with the date of manufacture, cure, assembly, or pack and terminated by the date by which an item must be used (expiration date) or subjected to inspection, test, restoration, or disposal action. (DoD 4140.1-R). The Quality Matrix (Attachment 4) provides a complete listing of shelf-life codes cross-referencing to the period of allowed storage time expressed in months/quarters and years
39. **SOS** (Source of Supply) - Any Federal Government organization (DoD or non-DoD) exercising control of materiel and to which requisitions are directed
40. **TA** (Technical Assistant) – Assistant to COR that will conduct and/or participate in bin audits, review Contractor invoices, and process MRAs
41. **U/I** (Unit of Issue) - Denotes the means by which DoD buys and issues materiel to end-users and/or customers
42. **Work station** - the specific location where a mechanic task is being performed.

1.2 **Background**

The Industrial Product - Support Vendor (IPV) Contractor shall manage a comprehensive program for support of consumable spare parts (bench stock) required for programmed depot maintenance at the three Air Logistics Complexes (ALCs) located at Hill AFB, Ogden, UT; Tinker AFB, Oklahoma City, OK; and Robins AFB, Warner Robins GA. Additionally, this acquisition provides for support of DLA worldwide demand requirements for items designated as commercially sourced.

The consumable spare parts are generally Class IX repair parts and are required for maintenance of military weapons systems and equipment at the designated ALC sites. The Contractor shall be responsible for obtaining material from individual vendors or the Government to provide all the materials identified in the Schedule of Items (SOI).

The initial schedule of items for the Generation III Air Force IPV contract will encompass approximately 45,000 hardware National Stock Numbers (NSNs). There are approximately 860 bench stock locations (BSLs) in approximately 121 buildings, with approximately 252,000 bins across all three ALCs. Attachment 2 provides a listing of the current SOI that requires support at the onset of this contract. Additions and deletions may be made to the SOI, month-to-month, after award based on changes in workload at each ALC. The Air Force will continue to review those items for additional candidates that meet the Gen III criteria.

1.3 **Scope of Work**

Under this PWS, the Contractor will be responsible for cradle to grave bench stock support solutions, must plan for sufficient inventory to support demand, and provide uninterrupted support. The IPV Contractor will be required to use best commercial business practices, coupled with sourcing of supplies from designated commercial or Government sourcing channels to furnish cost efficient, integrated supply chain management of consumable spare parts required by the Air Force for maintenance, overhaul and repair of various weapons systems and other military equipment. The broad range of supply chain management and integration tasks for consumable spare parts required by this contract includes:

- Material Sourcing – Section 3
 - Acquisition, receiving, inventory control, and delivery of items to the end user including QSL/QML material (designated items)
 - Supporting DLA stock buys as needed
 - Capturing and loading Demand History Adjustments (DHA) into the DLA system so that DLA may record the DLA Backup activity
- Inventory Management – Section 4
 - Supply chain and material management including bench stock location management and material shelf life management
 - Kitting
 - Supporting AF right-sizing efforts and elimination of bins as necessary
- Performance Metrics and Reporting – Section 5
 - Planning and supportability analysis; providing supportability information and all reporting functions and monthly reports as specified in Section 9
- Management Information Systems – Section 6
 - Implementing a management information system to support all transactions and provide management data reports, contract data, and invoice/billing requirements to DLA and the AF as specified
 - Systems and process integration with the AF automated vending solution along with adapting bin filling practices to fit the automated vending solution as the AF will transition from Vidmar type open bins to automated bins through the life of the contract.
- Integration with AutoCrib—Section 7
- Specific Contractor Requirements – Section 8
 - Dedicated customer service
 - Implement a Quality Control Plan addressing ramp up time and normal performance time that ensures parts meet specifications
 - Submitting contract closeout specific reports at end of contract to make sure key areas are maintained, including, but not limited to: personnel, order placement & receipt from DLA & Suppliers, distribution assessment / warehouse organization, etc.

The scope of this effort requires the Contractor to provide uninterrupted support despite changes in the Air Force's requirements for consumable spare parts, production line configurations, or bench stock locations change.

1.4 **Expected Outcomes**

This PWS and contract are designed to support the key objectives of the IPV Program, which include the

following:

- The Contractor will provide supply support to Air Force industrial operations through a contractor-owned and managed inventory, up to placement in the bin.
- The Contractor will be responsible for cradle to grave bench stock support solutions, must plan for sufficient inventory to support demand, and provide uninterrupted support.
 - The Contractor is responsible for maintaining appropriate bench stock inventories.
 - The Contractor will be responsible for acknowledging production requirements and making adjustments to support these plans and adjust to real-time situational changes to meet variable demand. Material may be added to and removed from the SOI on a monthly basis based on established criteria, Air Force requirements, and Contracting Officer authorization.
 - It will be the Contractor's responsibility to obtain from the Air Force the production and supply planning factors and maintain the proper bench stock levels to support the First Pass Acceptance (FPA) objective, as defined in the Performance Metrics section of this PWS.
 - The Contractor will perform to a 99.5% FPA with the ability to maintain a Mechanic Wait Time (MWT) of 24 hours.
- The Contractor will utilize both the Government and the Contractor's supply chains to achieve maximum efficiency in day-to-day supply support for specific ALC site(s). The Schedule of Items (SOI) will identify items that are to be normally sourced via Government or Contractor supply channels. The Contractor will buy, and own (until bin placement), both DLA and commercial material.
- In the event the Government is unable to acquire material through its normal supply channels, the Contractor will fill a backup role (DLA Backup) by using its supplier network to acquire approved material in a timely manner to meet mission requirements at the ALC sites. Some items are strictly DLA sourced as identified in Section 3.4.
- The requirement is derived, in part, through bench stock specific locations and the Contractor's solution cannot impede Production's ability to perform (e.g. will not take the mechanic away from the work station). Any change in bench stock location, at each ALC, will be initiated by the Air Force and coordinated with the Contracting Officer. Bins may not be roped off or segregated where such action impedes production.
- The Contractor shall accept returns in situations where material is quality deficient.
- The Contractor will develop an accurate accountability of material in the bins at the beginning of the Gen III contract.
- For the transition from the Generation II contract to the Generation III contract, the Contractor shall be responsible for providing a transition plan in accordance with Section 11. The order of ALC transition will be WR-ALC first, OC-ALC second, and OO-ALC last.
- A collaborative relationship is paramount. As such, the Contractor will have flexibility in recommending changes to bin levels. Ultimately, the Air Force will have final determination for the levels set in bins but final determination will be done in a collaborative environment that considers both the Government and the Contractor business drivers. Contractor recommendations to changes in the bins should be approached from a business case perspective that shows the trade-off and potential program benefit to bin level changes. All bin changes shall be coordinated with the Air Force. The levels established within the bins will allow for uninterrupted support to the mechanic during the transition period. This includes the initial transition period and the transition to automated bins.
- The Contractor shall reduce the inventory investment by the customer and DLA through the elimination of excess inventory and maintaining only that inventory necessary to meet the contract first pass acceptance metric and carry out the mission of the customer.

- Through sound commercial supply chain management practices, the Contractor shall enable the customer to reduce the time required to accomplish their maintenance, repair and overhaul of weapons systems and related missions.
- The Contractor shall establish the capability to take timely actions in response to the customer's requests for material as set forth in this contract. The Contractor will use DLA Backup procedures as necessary; see para 3.3.2.
- The Contractor will establish integration with the Air Force/AutoCrib web services as defined in sections 6 and 7.
- The Contractor shall provide real time supply data/status, provide management data reports, and process Electronic Data Interchange (EDI) transactions. All usage, consumption, and metric data produced by the Contractor shall be provided to the Government (DLA/AF), and the data and the system that records / produces the data shall be accessible to the Government. This data provided to the Government shall not be considered proprietary and shall be considered a deliverable to the Government under this contract. Internal cost or process information is proprietary to the Contractor.
- Contractor shall be responsible for managing inventory if the bin will not accommodate entire unit of issue. (i.e. "sublocated" or "excess" inventory locations).
- The Contractor is responsible to provide staffing sufficient to manage the transition requirements from Gen II to Gen III along with appropriate staffing levels to manage the expected outcomes of the program.
- The Contractor shall support all meetings and telecoms, provide briefings as requested, and answerer applicable questions as required by the DLA COR, the contracting officer, and the customer. Meetings may include, but not be limited to, Depot Repair Enhancement Program (DREP) meetings, weekly production meetings, and other supportability meetings, as appropriate to gather data concerning real- time parts demand fluctuations and production inputs due to parts supportability issues.

2 General Information

2.1 Safety, Security, Environmental

The Contractor shall be knowledgeable of and comply with all applicable federal, state and local laws, regulations, instructions and requirements regarding environmental protection and occupational safety and health. As applicable, the Contractor shall comply with any laws, instructions or regulation changes during the term of this contract.

2.2 Communication

Ongoing open communication is the key to the successful performance of the contract. Throughout the term of the contract, the Contractor shall maintain regular communication with the Air Force, the Contracting Officer, the Contracting Officer's Representative (COR), and DLA. The COR at each site is the primary Government channel for information flowing from the Air Force, but the communication avenues will include Air Force production personnel, complex IPV representatives, and MXSG Point of Use section. The Contractor will be required to participate in the production planning process. It is the responsibility of the Contractor to provide required, detailed information to the Air Force and DLA contracting officer regarding support issues, propose remedies and estimated completion dates for each issue. This shall be an ongoing process until each issue is resolved. All contract changes shall be made effective only by the Contracting Officer or COR.

Timely communication is critical to the success of the Industrial Product Support Vendor Program. If circumstances prevent an immediate response to a written request from either party and where a specific response time is not mentioned within this document, each party is required to acknowledge the request within 1 business day from initial notification and answer within 3 business days from initial notification.

2.2.1 Program Management Reviews

The Contractor shall host Program Management Reviews (PMR) in coordination with DLA and the Air Force. The objective of the PMR is to discuss Contractor performance, obtain performance feedback from the Government, and to provide the Contractor an additional opportunity for continuous process improvement through proactive efforts of all parties. The initial PMR will be convened within 45 days after the effective date of the contract. Subsequent PMRs will be held every six (6) months, with the next PMR being held in the month of September 2018. At a minimum, PMR's will provide a review of the minutes from the last PMR, review the to-date program metrics, and address problems or issues with the program.

The location, date and time of each PMR will be mutually agreed upon by DLA, the Air Force, and the Contractor at least sixty (60) days prior to the PMR. PMRs will be located in the vicinity of Warner Robins, GA, Oklahoma City, OK, Ogden, UT, and/or a location near the Contractor. At a minimum, Contractor attendees at the PMRs shall include the Program Manager and the hosting Site Manager or their designated representatives.

Meeting agendas shall be provided to all attendees 10 business days in advance of all scheduled meetings and minutes provided within 10 business days after each meeting.

2.2.2 Production Planning

The Contractor shall be fully integrated into various AF production planning processes in order to demand plan appropriately and be synchronized with the customer's work requirements. The Contractor will be required to attend production planning meetings and will be responsible for briefings at the Air Force or DLA request.

2.2.3 Other Meetings as Needed/Required

In the event the Contractor would like to participate in additional meetings that are not contractually required to better support and refine planning efforts, request to participate shall be coordinated with the Contracting Officer or Contracting Officer Representative. Additionally, there may be instances where Contractor participation in other meetings may be required. Examples may be a high priority unforeseen maintenance support requirement or for the Contractor to brief status. If the Contracting Officer or Contracting Officer Representative determines attendance meets the objectives of the contract, the Contractor shall be permitted to attend.

2.3 IPV Transition

Within fifteen (15) days after date of contract award, at a time and place convenient to the Contractor and DLA, a meeting shall be convened to review the Contract Implementation Plan and to finalize an agenda for the formal Contract Implementation Plan meetings at the ALC site(s). Following this preliminary implementation meeting, but no later than thirty (30) days after date of contract award, a formal Contract Implementation Plan meeting shall be held at WR-ALC with participation by the Contractor, DLA, and the Air Force, to confirm all aspects of the final Implementation Plan. Subsequent Site meetings held at OC-ALC and OO-ALC (respectively) within every fifteen (15) days thereafter. All outstanding issues resulting from the Site Activation Meetings shall be resolved within thirty days of the formal Contract Implementation Plan meeting at each site and any changes to the Implementation Plan(s) shall be formalized and incorporated into the contract by modification.

2.4 Material Procured During Life of Contract

In the event that the Contractor procures and charges the Air Force for supplies/vehicles/equipment, etc., to perform contractual requirements for the Air Force via a contract modification, or any other means with authorization from the DLA Contracting Officer; the supplies/vehicles/equipment, etc., transition to Government owned Government Furnished Equipment (GFE). All GFE is subject to the terms and conditions of this PWS, contract, and applicable clauses. The Contractor's liability for Loss, Theft, Damage, or Destruction to GFE shall begin when the Contractor receives the GFE. The Contractor shall remain liable for this GFE until returned to the Government.

2.5 Disposal of Non Material Related Items

In order to minimize any Foreign Object Damage (FOD) created by non-material related items, the Contractor shall dispose of non-material items such as cartons, boxes, packaging ancillary to bench stock items in proper Government refuse containers or recycling containers as required by the Maintenance organization.

2.6 Task Order Labor (TOL)

Task Order Labor is a contractual provision that is used for temporary increased level of efforts in the IPV program at the three ALCs. Temporary is defined as an increased level of effort not to last longer than twelve months in duration. Task Order Labor shall not be requested, or issued, on a consecutive or recurring basis for the same level of effort in an attempt to circumvent the temporary nature of Task Order Labor. Task Order Labor shall be within the scope of the contract, issued for a defined period of performance, and be within the maximum dollar value of the contract. The Government will utilize the labor categories and rates provided at time of proposal by the contractor to establish and substantiate proposals provided by the contractor for task order labor.

The request for Task Order Labor shall be initiated by the Air Force to the DLA COR to be provided to the Contracting Officer. All requests for Task Order Labor shall provide a detailed description of the work to be performed, location of the work to be performed, and the period of performance of the work to be performed. The Contracting Officer shall request a formal proposal from the contractor and execute a formal contract modification for every instance of Task Order Labor. Upon receipt of a request for proposal for Task Order Labor, the contractor shall submit a formal proposal to the Contracting Officer detailing the proposed rate(s), job code(s), job description(s), rate validity dates, estimated hours per week, estimated weeks, the number of contractor personnel required for the period of performance, overtime hours (if necessary), and the proposal value.

The contractor shall ensure that Task Order Labor employees enter their hours worked daily and submit their time card by close of business on every Friday. The time cards must be accessible in hard copy and/or electronic format to the Government and must contain at a minimum, date worked, title/shift, description of work, hours, regular/overtime, job number, weapon system, location, task order number, employee name, AF or contractor supervisor overseeing the work. The contractor must receive a sign-in/sign-out sheet from the applicable weapon system Air Force Supervisor responsible for their assigned employee no later than noon on Monday, or for task order labor projects to be performed in the contractor facility, a supervisor will be responsible for the sign-in/sign-out sheets in lieu of an Air Force supervisor. Every Monday afternoon a screen print of the recorded labor or timesheet, will be validated against the sign-in/sign-out sheet, signed by the contractor, and validation provided to the DLA COR for review and verification. The verified screen print will be provided by the COR back to the contractor and to the Contracting Officer. All Task Order Labor cost data will be reported down to the Resource Control Center (RCC) level.

2.7 Items of Supply

Items of supply will be provided in two ways: (1) to customer sites and (2) directly to the customer or DLA Depots in support of worldwide requirements as indicated on the order.

2.8 Schedule of Items (SOI)

The SOI is the list of replenishment parts and industrial hardware developed by the government and required for the support of the customers' maintenance mission, overhaul, and repair of its weapons systems and related equipment. The required material to be provided by this contract can be identified by the National Stock Number (NSN), part-number and manufacturer's code, drawing, or nomenclature. The SOI is segmented; approximately 70% of the SOI items are identified as DLA sourced and the remaining 30% are identified as commercially sourced items. Given the nature of the requirement, it is anticipated that additional items meeting the definition of bench stock/consumable material may fall within the scope of this contract in the future and be added to the SOI. The SOI is subdivided into the following categories:

1. **DLA Sourced Items:** Items that are required to be sourced via government source of supply. This includes categories such as CSI, FAT, etc. These items may be eligible for transition to commercial sourced if a 10% cost savings over the Standard Unit Price (SUP) is realized.
2. **Commercial Sourced Items:** Items that are sourced by the IPV Contractor. A core list of items will be identified and priced as part of the solicitation. Commercial items may be eligible for world-wide support if the total of the 3 ALCs account for more than 50% of the demand.

To the extent that the Contractor is not required to use government sources of supply, the Contractor shall qualify its network of manufacturers under its source selection process, and such suppliers otherwise must meet all requirements for qualification as a source of supply under government contracts (such as Qualified Products List, qualified suppliers list or other quality control demonstration), and the suppliers are not cited on the list of parties excluded from Federal Procurement or Non- Procurement Programs (EPLS) website at <https://www.sam.gov/portal/public/SAM/>, within 24 hours prior to delivery of material.

2.9 Deliver Material On-Site to the ALCs

To achieve optimum performance at the customer site, for covered items that are commercial sourced, the Contractor shall employ customary methods of logistics support, including but not limited to, best commercial practices, analysis of customers' needs and planning, and the maintenance of information systems for purchasing, quality control, inventory control, and distribution. CONUS items will be warranted for a minimum of 90 days from Government receipt.

The Contractor shall establish a process ensuring a flow of replenishment parts and industrial hardware to the customer-site work area. As the Contractor assumes responsibility for support of specific replenishment parts and industrial hardware, the Contractor shall maintain the inventory at levels to ensure all materials are available to the mechanics or mechanics at or near the work center, when the mechanics require such replenishment parts or industrial hardware for the maintenance, overhaul or repair of military weapons systems or other related military equipment.

The Contractor shall maintain purchasing records as are necessary for the proper administration of provisions of the contract.

The Contractor shall establish processes that will maintain levels to ensure the required number of parts will be available to the mechanic each time they attempt to draw parts from the bin.

The Contractor shall be responsible for the inventory management of all parts needed for the bins including inventory, ordering, receipt, and replenishment. The Contractor support of bench stock bins shall include: recurring visual inspection of each bin to ensure appropriate levels of material are maintained as well as verifying that bin stock is not above the allowable bin quantity, identification and replenishment of low and empty bins, providing parts status, and coordination with DLA / AF personnel for adding and deleting items from the bench stock.

The receiving function includes offloading of freight, including proper handling, inspection (kind, count, condition visual inspection) checking packaging, markings, and reporting discrepancies of all incoming material and routing that material to the end user. Proper identification and classification of material may require in- depth research. The Contractor is responsible for maintaining shipping documentation, required certifications and ensuring required government source inspection was performed or waived by the government quality control personnel prior to delivery to the end user.

The IPV Contractor shall transport parts from the Contractor warehouse to bins in a manner consistent with best commercial practices, safeguarding the condition of the common hardware at the time of inspection and acceptance.

The Government will perform random audits of the bins to validate material delivery as well as kind, count, and condition (KCC).

The Contractor shall be responsible for labeling (bar-coding/identifying) all bins supported under the contract and ensuring what is in the bin matches the label. During the period where new items are being added to the Contractor's "sourcing" list (newly priced commercial sourced items), the Contractor shall code the requisitions to the Government source of supply as "non-recurring".

The Contractor shall be responsible for managing inventory if the bin will not accommodate an entire unit of issue. Currently, under Gen II this material, called 'sub-located' or 'excess', is owned by the AF and is managed by the Gen II Contractor. Under the Gen III strategy, the Gen III Contractor will own and manage any material outside of the bin. This includes instances where the Contractor orders replenishment items and, based on the unit of issue, the replenishment stock will not fit in the bin. The expectation is for the Contractor to fill the bin to the required level (AF owned – in the bin) and the Contractor own and manage (Contractor owned – outside the bin) the 'overflow' from replenishment that does not fit in the bin. Annual reconciliation of inventory will include any open packages that have not been fully utilized.

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2.10 Deliver Material to DLA (Worldwide Demand Orders)

For items designated in the schedule as worldwide demand items, the Contractor will deliver ordered items directly to a customer or to the DLA Supply Depot(s) or other DLA locations DoDAAC, within the continental United States, excluding Alaska and Hawaii, in strict accordance with the delivery orders issued. Acquisition

Advice Code (AAC) H NSNs will be excluded from Worldwide Demand Orders. Supplies covered by delivery orders (DO) shall be sourced through the Contractor's commercial supply chain. All delivery orders will be sent electronically. Delivery times will be negotiated by line item at the time of addition to the contract.

Inspection/acceptance requirements will be noted on each delivery order.

Inspection/acceptance of items will be designated as either destination or source inspection and acceptance. All inspection requirements will be included in the technical specifications and quality provisions data that will be provided by the government.

All deliveries will be packaged, marked and bar coded in accordance with the specifications of the DO. Commercial packaging must be adequate to ensure all supplies are delivered without damages and to withstand normal government storage without degradation of the items furnished. The applicable Warranty provisions are noted in the contract.

- a. Delivery Order/Modification Distribution: Vendors will receive notice of the awards via posting on the DLA Internet Bid Board System (DIBBS) at <https://www.dibbs.bsm.dla.mil>. Delivery orders will be available for viewing on the DIBBS Website.
- b. Registration is required to receive a DIBBS logon account and password. If your company experiences difficulties while in DIBBS, contact DibbsBSM@dlamail.

2.11 Packaging Requirements

The Contractor shall ensure that, throughout its supply chain, its parts vendors, suppliers, and sub-contractors preserve, package, and pack all items in a manner that will ensure their preservation and protection in accordance with best commercial practices. Packaging considerations shall include shelf-life, electrostatic discharge sensitivity, temperature sensitivity, and fragility of contents.

Worldwide demand orders will be packaged in accordance with the packaging requirements (MIL-STD 2073 and MIL-STD 130) per the technical data identified on each individual delivery order.

2.12 Receipt and Receiving Responsibilities

The Contractor shall perform visual and physical examination, identification and receipt of a wide variety of material and parts. The Contractor shall conduct a kind, count, and condition (KCC) visual inspection to ensure no deficient product is received.

Deliveries to the ALCs will occur once daily. Upon delivery of material the Contractor will provide the COR a hard copy and (via email) an excel file of the daily delivery report, which is a log that will contain the following data fields for each delivery: NSN, nomenclature, document number, quantity, bin number, unit of issue, unit price and source. These fields will be completed by the Contractor. The log will also contain the following column titles: selected, counted quantity, and problem to be completed by the government representative. The government representative will conduct a daily receipt sampling after which the Contractor may deliver the material to the customer's bins. Note: Only deliveries to resolve MWT misses or avoid FPA failures may be delivered to the BSLs without waiting for the day's sampling to be performed. The Contractor shall maintain, and/or provide copies of delivery documentation to the DLA contracting officer or representative upon request.

2.13 Office and Storage Space

The Contractor may choose to obtain off-site office and storage space, appropriately furnished and staffed to meet the performance requirements of the contract. All costs associated with off-site space shall be borne by the Contractor and be included in the price proposal requirements of the contract.

3 Material Sourcing**3.1 Covered Items of Supply**

High volume, recurring use items with at least 4 demands per year and with a unit cost below \$250 are the primary focus of the support required under this PWS. However, applications such as kitting may require low volume use items which are deemed essential to the successful accomplishment of the Air Force's mission.

These kits contain a number of designated consumable spare parts provided in a single container. The types of items the Contractor will be required to provide are consumable spare parts that are normally stored at or near the point of use where mechanics are employed in the maintenance, overhaul and repair of weapons systems and related military equipment. The Contractor will convert the items to 'eaches' to support the schedule of items, regardless of the DLA unit of issue. Items covered by this PWS are generally cataloged under, but are not limited to, the following Federal Supply Classes (FSCs): 1005, 1010, 1015, 1025, 1240, 1280, 1290, 1377,

1560, 1620, 1630, 1650, 1660, 1670, 1680, 1730, 2090, 2510, 2520, 2530, 2540, 2590, 2610, 2640, 2805, 2815, 2835, 2840, 2910, 2915, 2920, 2930, 2940, 2990, 3010, 3020, 3030, 3040, 3110, 3120, 3130, 3439, 3455, 3820, 3830, 3940, 4010, 4020, 4030, 4130, 4140, 4210, 4240, 4310, 4320, 4330, 4540, 4710, 4720, 4730, 4810, 4820, 4910, 4930, 5110, 5120, 5130, 4133, 5136, 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5330, 5335, 5331, 5339, 5340, 5344, 5345, 5350, 5355, 5360, 5364, 5365, 5420, 5640, 5805, 5905, 5906, 5910, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5960, 5961, 5962, 5970, 5975, 5977, 5980, 5985, 5990, 5995, 5999, 6105, 6110, 6115, 6130, 6135, 6140, 6145, 6150, 6160, 6210, 6220, 6230, 6240, 6250, 6260, 6310, 6350, 6365, 6510, 6515, 6530, 6545, 6620, 6625, 6635, 6640, 6645, 6650, 6680, 6685, 6695, 6810, 6830, 6850, 6930, 7240, 7340, 7350, 7510, 7530, 7690, 7920, 8010, 8030, 8115, 8125, 8140, 8305, 9150, 9160, 9320, 9330, 9340, 9390, 9505, 9510, 9515, 9520, 9525, 9530, 9535, 9540, 9905

BLS Category WPU142 (Aircraft and aircraft equipment) mapped to the following FSCs: 1560, 1670, 1680, 2030, 2810, 2835, 2840, 2915, 2925, 2935, 2945, 2950

BLS Category WPU 1081-05 (Aircraft fasteners, except plastics including aerospace) mapped to the following FSCs: 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5360.

3.2 Item Additions/Deletions

From time to time, items may be added to, or deleted from, this contract, as the requirements of the customer dictates. These items may be spare parts cataloged under the FSCs listed in this contract which were not identified at the date of contract, but since have been determined to be items having application to the maintenance mission of the DLA customer. Alternatively, these items may be new spare parts resulting from modifications and upgrades to specifications, or to the design of a particular weapons system. The Contractor shall incorporate added items by adjustments to its management information system along with any other requirements data for integration into the Contractor's supplier management process. Conversely, items may be deleted from the contract because they no longer are required or they have otherwise become obsolete. With respect to any item added to this contract, the Contractor must furnish an item, which is in strict accordance with the technical requirements specified in the government technical data and quality provisions as designated by the specific National Stock Number (NSN). All additions, deletions, or changes for items using automated bin solutions shall be coordinated with MXSG Point of Use Section.

Material acquired by the Contractor, but later deleted from the SOI through no fault of the Contractor, shall be considered a partial termination for convenience and subject to a DLA buyback of material at the unit price applicable (inclusive of the economic price adjustment (EPA)) at the time of the material deletion. Additionally, material buyback also applies to excess inventory in the Contractor's possession at the end of the contract. **Material buyback will be limited to 3 months of demand averaged over last 12 months. Demand analysis will be determined utilizing the daily delivery reports as provided by the Contractor and validated by the COR.** For DLA sourced material, the Contractor shall first return any unopened items in their original packaging to DLA for credit under applicable return processes for DLA customers. If a DLA sourced item is not eligible for return based on obsolescence or technical changes, the material will be subject to the buyback described above.

Similarly, the Contractor will need to make reasonable effort to return commercial sourced items to their Supplier at no cost to the Government. The Contractor shall provide explanation of why commercial sourced items cannot be returned to the Supplier if unsuccessful. Buyback of commercial sourced items may be accomplished via issuance of

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a delivery order as described in section 2.10 of the PWS. DLA sourced or commercial sourced material not in its

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original packaging is not eligible for buyback. Material not subject to buyback for obsolescence or other reasons shall be disposed of by the Contractor at no additional cost to the Government. Additions of items shall be by supplemental agreement. Deletions shall be by unilateral modification.

3.2.1 Addition of Items

Within ten (10) days after the Contractor's receipt of the contracting officer's instruction that an item be added to the contract, the Contractor shall commence replenishment to include: establish the item in the Contractor's information system, obtain the storage bin from the Air Force, and initiate a material order. Unusually large numbers of items being added at one time may require additional time to first purchase bins. The Contractor will initially source the item from DLA. Subsequently, the item may become a candidate for vendor sourcing. Items not available from DLA to meet the bin requirement are subject to the DLA backup process.

3.2.2 Deletion of Items

Within 5 days after notice from the Contracting Officer or Contracting Officer Representative to delete the bins, the Contractor will suspend replenishment and visibly identify the bins being deleted. The Contractor will cancel all due-in shipments. Any due-ins that cannot be cancelled will be received and should be processed for immediate return, as appropriate. No later than 10 business days after authorization of deletion by the Contracting Officer or Contracting Officer Representative, the Contractor will remove material from the location and deliver all material bagged, and marked with NSN, P/N and nomenclature to a location designated by the COR for disposition by the government. Any items deleted are subject to the buyback conditions in Section 3.2.

3.3 Sourcing of Covered Items of Supply

Except as otherwise directed by the contract, or by the Contracting Officer, the Contractor will employ the designated sourcing channel (Contractor or DLA), its finances, and its supply chain management capability, to obtain items for support of planned and unplanned requirements under this contract.

For DLA Sourced and DLA Managed items identified in the Schedule of Items, if DLA has the item(s) in stock, the Contractor is required to source the item(s) from DLA. If DLA does not have the item(s) in stock, the Contractor may source from its available vendors. The Contractor must report this DLA back-up activity utilizing DLA's Demand History Adjustment (DHA) transaction and report on this per Section 10. Mandatory DLA items (CSI/FAT) must be sourced through DLA.

3.3.1 Sourcing Order of Priority

Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall apply the following order of priority in providing all parts to all ALC sites:

- 1) Attrition of ALC-site inventories across all ALCs
- 2) DLA Managed or Sourced items as designated in the SOI
- 3) Contractor commercially sourced

Levels for ALC-site inventories will be cited in the Final Implementation Plan. The Contractor will notify the DLA COR in writing or by electronic means to coordinate efforts in verifying if attrition is no longer required.

3.3.1.1 Exceptions to Sourcing Order of Priority

In the event that adherence to the above sourcing order of priority will interfere with the Contractor's compliance with the performance metrics set forth in the contract, the Contractor shall notify the contracting officer by written or electronic means of the nature and extent of the interference, and may request authority to deviate from the order of priority.

Lockheed Martin's request for authorization to deviate from the order of priority and be allowed to exclude stock on hand for DLA Managed or Sourced items at OCONUS locations has been granted.

3.3.2 DLA Backup Material

In the event of a DLA-sourced material outage, the Contractor is expected to purchase inventory to rectify gaps in DLA-

sourced supply. The Contractor has gap buying authority in accordance with H-907. As with all material supplied to the AF under this contract, DLA Backup material must meet technical and quality requirements and be from approved sources. Material exceptions are DLA Mandatory-Sourced Items cited in section 3.4.1.

Backup Reports: All DLA backup buys must be recorded in the Contractor's information system and reported, per Section 10, to the government in the formats prescribed in the contract. Additionally, the Contractor is responsible for entering DHAs for all material provided as DLA Backup.

3.4 Technical Specifications and Quality Control Requirements

The Contractor shall institute a corporate quality control program that ensures the spare parts received from its suppliers and provided to the government are in strict accordance with the technical specifications and quality control requirements as specified by the government for the item. Under all circumstances, regardless of the source of supply, all products shall conform to the most recent technical requirements as defined by DLA. In order for the Contractor to determine the technical requirements, required sources of material, and applicable quality standard for a given part, the contracting officer will provide a technical data file monthly. In the event of a conflict between the technical data file and the purchase order text (POT) the POT shall be deemed the most current, and shall be given precedence. Any changes in, or substitutions or replacements for items may be made only with the prior approval of the contracting officer. The Contractor may make recommendations for alternate, substitute, or replacement parts for a specific NSN in accordance with the specific provisions of the contract. However, no alternate, substitute or replacement part may be furnished unless and until the Contractor has been advised by the contracting officer of the acceptability of that alternate, substitute or replacement part. Further, unless otherwise provided by the contract or this PWS, or as otherwise authorized by the contracting officer, the Contractor shall:

1. Apply the highest standards practiced in the commercial marketplace.
2. Establish suppliers' parts qualifications, accomplish supplier delivery and quality performance reviews, and evaluate processes to ensure 100% technical specification and quality compliance.
3. Ensure its parts vendors, suppliers and sub-contractors comply with all applicable Qualification Data Sheet (QDS), Qualified Products List (QPL), Qualified Supplier List for Manufacturers (QSLM) and Qualified Suppliers List for Distributors (QSLD) requirements, as specified by DLA technical requirements for the spare parts and industrial hardware.
4. Ensure its parts vendors, suppliers and sub-contractors incorporate a system for obtaining, handling and supplying Original Equipment Manufacturers (OEM) certified parts, and such system is included in contractual instruments with vendors, sub-contractors and suppliers throughout the entire supply chain.
5. Ensure its parts vendors, sub-contractors and suppliers establish and maintain a system or processes providing clear traceability to the actual manufacturer of the parts.
6. Establish and maintain a process for inspection of incoming supplies for compliance with contract requirements. In addition to any physical inspections, the Contractor shall ensure all certifications and traceability documents will be available to DLA for review, as needed. Supplies found to be nonconforming shall be segregated from supplies to be delivered to the customer site bins or other designated storage locations, and in no event shall such nonconforming supplies be furnished under the contract.
7. Conduct periodic audits or reviews of the quality control processes and procedures of its vendors, sub-contractors and suppliers, and shall monitor its vendor qualification process on a continuous basis. Additionally, DLA reserves the right to review the Contractor's quality processes.
8. Develop procedures to notify the government if the Contractor's suppliers notify them of nonconforming material if it was not previously discovered by the Contractor or government. Subsequent steps may be required to be taken to isolate and recover nonconforming material. If the Contractor has already invoiced the government for non-conforming parts, the Contractor shall replace the material at no cost.

3.4.1 DLA Mandatory-Sourced Items

Items under this program that are considered mandatory-sourced from DLA include Critical Safety Items (CSI), items requiring First Article Testing (FAT), and items requiring DNA marking (FSC 5962). The contracting officer may specify additional mandatory-sourced items at any time over the life of this contract and will notify the Contractor, as such. The Contractor may recommend items that should be DLA mandatory-sourced for review and concurrence by the Contracting

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Officer. Items previously bought and in possession of the Contractor at the time of conversion to CSI or requiring FAT are subject to the buyback clause in section 3.2.

The Contractor shall be responsible for entering DDEs as described in section 6.1 in a timely manner for DLA mandatory-sourced items. DDE submission history shall be provided in support of any FPA or MWT challenges related to unavailable DLA mandatory-sourced items.

3.4.1.1 Critical Safety Items

CSI shall only be provided by DLA. The Contractor is not permitted to provide CSI material from any source other than the Government. The Contractor shall not provide CSIs from their commercial sources regardless of the date the item becomes CSI. As part of their ongoing material management and specifically as part of the receiving process, the Contractor is required to screen for any CSI on a continuous basis. CSI verification information can be obtained by reviewing the most up to date monthly provided Attachment 4--- Quality Matrix.

Any vendor-sourced items that become CSI shall not be delivered to the Government. If a vendor-sourced item becomes CSI, the Contractor must notify the Contracting Officer and provide the manufacturer and part number for the material in question for a determination by the Government on acceptability of that material. The Engineering Support Activity (ESA) will make final determination.

When placing CSI material into the bin, the Contractor will leave the material in the original package. If the material will not fit in the bin, the configuration will be negotiated among the COR and the Air Force.

3.4.1.2 First Article Test (FAT)

In the event that FAT becomes a requirement for any vendor-sourced item on the SOI, the Contractor must notify the Contracting Officer and provide the manufacturer and Part Number for the material in question for a determination by the Government on acceptability of that material. The ESA will make final determination.

3.4.2 Shelf-Life Management

The Contractor shall develop and manage a Shelf-Life Management Program. The Contractor shall perform a quarterly review of all bins that contain shelf-life coded (SLC) material. The date of the first quarterly audit will be determined during the activation meetings and subsequent audits will be every 90 days thereafter.

The Contractor, using current Haystack information available via Defense Logistics Information Services (DLIS), shall on a quarterly basis use Haystack information to generate a list of all shelf-life material located in bins to audit. Each bin should have all parts removed from the bin to check that there is no expired shelf-life material in the bin. Each part will be reviewed and the material will only be placed back in the bin if the material is properly marked with an expiration or cure date and has a minimum of 90 days of shelf life remaining. For all bins containing shelf life material, the shelf-life code will be displayed on the bin labels.

3.4.3 Procedures the Contractor shall follow for Source Inspection

When the Contract Technical Data File (CTDF) or the Purchase Order Text (POT) identifies a requirement for Source Inspection, the following applies:

- Provide a Certificate of Conformance for each NSN that has Source Inspection identified as a requirement in the CTDF or POT
- The Contractor shall maintain a copy of all Certificates of Conformance on file for the extent of the contract

3.5 Nonconforming Items and Returns

3.5.1 DLA-Sourced Nonconforming Items

If an item obtained from DLA is determined to be nonconforming to contract requirements, DLA shall accept return of the material and replace the nonconforming items with items that conform to contract requirements. In such instances, the Contractor will submit a Product Quality Discrepancy Report (PQDR) in accordance with DLA

Regulation (DLAR) 4155.24 or a Supply Discrepancy Report (SDR) in accordance with the DLA Instruction (DLAI) 4140.55 through the DLA system (Product Deficiency Reporting and Evaluation System (PDREP) and/or Web SDR and will arrange for the return of the nonconforming material to the appropriate DLA facility. For product quality cases, the Air Force will provide a statement of discrepancy to the Contractor to be included in the record submitted into PDREP. For SDR cases, the Contractor will also perform any required follow-up actions for a particular SDR. The Contractor's receiving management information systems and procedures shall prevent to the greatest extent practicable, delivery to an Air Force bin or invoicing of material which is nonconforming per a visual inspection.

The contractor may be required to "freeze" material if it is DLA sourced and DLA and the AF decide to freeze Government owned inventories. Refer to para 5.1 to understand applicability to the First Pass Acceptance metric.

3.5.2 Contractor Sourced Nonconforming Items

The Contractor shall accept the return of any item which has been determined to be nonconforming to the requirements of the contract, and shall replace nonconforming items with items that conform to contract requirements.

3.5.3 Tracking/Reporting of Nonconforming Items

The Contractor will inform the COR of any non-conforming material delivered to the bins (DLA or vendor- sourced) immediately upon discovery. Notification of a nonconforming item shall include the quantity and date the material was placed in the bin, what bins contained the item, and the amount of nonconforming material removed from the bin. The contractor shall maintain a system to track all issues and resolutions and provide a monthly listing of all nonconforming material identified to include the source of the material and actions taken to resolve.

3.5.4 Returns

The Air Force expectation is for the Contractor to record and process credit returns for material that is quality deficient. The mechanic will report the deficiency to their Production Superintendent who will, in turn, work with the DLA COR and Contractor to process the credit. The Contractor will immediately provide a replacement component of acceptable quality.

3.6 Bin-to-Bin Transfers

Bin-to-bin transfers are the movement of AF material from one bin to another or from the Virtual Crib to an AutoCrib. The need may arise to transfer material from one bin to another bin to meet mission needs, fill empty bins or improve inventory efficiency. All bin-to-bin transfers must be recorded in the Contractor's information system and reported to the government, per Section 10, in the formats described in the contract. The Contractor shall track all gains and losses for applicable shops and make necessary supply adjustments to reflect the transfers of material. For specific bin-to-bin requirements for AutoCrib, see para 7.9.

3.7 Bin Minimum and Maximum Levels

Minimum and maximum bin levels will be initially set by the Air Force. The Contractor is responsible for capturing and reporting consumption data. This consumption data may be used to calculate the maximum inventory level baseline during the second year of performance. Usage will be calculated based on ((inventory in bin + inventory added) – (inventory remaining in bin)).

The Air Force has established maximum bin levels as reflected on Attachment 8. Minimum and maximum levels will be evaluated periodically. After the transition period, the Contractor may adjust min/max bin levels with Air Force approval.

In the event that Government inspections indicate the maximum inventory level has been exceeded, the Government shall only be financially liable for the stated maximum inventory value.

In situations where maximum bin level decreases are processed and the USG has elected to leave the current material in the bin to be used via attrition versus purging the bin down to the new maximum bin level, the contractor will not be held liable for the bins having more than the maximum bin level. The contractor will also not be held responsible whereby material has been returned to the bins in an amount that now puts the total bin quantity above the maximum bin level. The contractor will not be held responsible for material exceeding the

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maximum level unless they have effected a GEN III delivery to that bin.

A situation could arise where the vendor ordered material, in good faith, based upon an automatically generated PO from an AutoCrib machine and upon delivery to the bin the Contractor discovers the max bin level is exceeded based upon fulfillment of the auto-generated PO. If this occurs, the vendor must appropriately document the discrepancy and immediately report the bin, PO number, and the quantity discrepancies to the COR. If the discrepancy is validated by the COR, the vendor shall receive payment for excess material.

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The vendor must further coordinate with the COR to store excess AF owned items within the Virtual Crib or Contractor facility. Material will be rolled into the Sourcing Order of Priority or, if not consumed, returned to the AF for disposition, see para 7.3.

3.8 Demand Analysis and Planning Requirements

To provide optimum support to the customer site, the Contractor shall employ best commercial practices to plan, obtain and distribute replenishment parts and industrial hardware, maintain a system of inventory control, storage and distribution to meet the customers' estimated requirements. Specifically, the Contractor shall track consumption, perform demand analysis, and plan future demand on each item for which it has assigned bin replenishment support at a customer site during performance of this contract, regardless of supply source. The Contractor shall provide monthly consumption reports in support of its invoices for bin replenishment at the site per Section 10.

The Contractor shall also track consumption, and provide a recommendation with respect to items acquired repetitively under the backup provision. The extent to which backup was required because an item was not available from an approved government source of supply source shall be included in the recommendation and shall be specifically identified.

3.9 Audit Rights

The Contractor agrees to maintain accurate business records, books, and account information relating to the products purchased under this contract, including records relating to shipping, billing and payments, and to retain the same for the duration of the contract. All such records, books and account information, and any inventory of products produced and/or shipped exclusively for this contract may be audited or inspected by the DLA contracting officer or his/her authorized representatives upon reasonable notice at all reasonable times.

The DLA contracting officer or his/her authorized representative may use audit software to access any such records, books, or account information maintained by the supplier in electronic form.

4 Inventory Management

The Contractor will obtain material, in accordance with the order priority established in this PWS and the contract SOI designated sourcing. The Contractor shall replenish the bench stock location based on established maximum levels.

4.1 Point-of-Sale (POS)

4.1.1 Bench Stock Location at Contract Start-Up

For the purpose of this acquisition/program, Point-of-Sale (POS) is defined as bin placement. It is at this point that the ownership of material transitions from vendor-owned to Air Force owned and the "sale" is recorded.

The Contractor's proposal and implemented POS solution must not take the mechanic away from their work station and cannot create mechanic queue times. The POS solution at contract start-up must utilize the existing BSLs and bench stock storage units (bins, racks, etc.)

The Contractor shall capture and report the following data within their Management Information System:

- Bin and shop location for each bin replenishment
- Any FPA failure including date, start time, unique AF employee identifier, and whether the failure pertains to a bin or kit
- MWT for all reported outages
- Closure of each outage when mechanic demand is satisfied
- Kitting requests, kits delivered, and whether the kit was complete or incomplete upon delivery

The Contractor shall provide and maintain an electronic system for reporting FPA instances by the Government and tracking time from opening to closing the instance. The mechanic or Government representative will report FPA instances utilizing this electronic system. This electronic system will notify the DLA COR of all instances of FPA failure. Any reported outages shall only be reported and documented once per mechanic per bin. Only one instance per

mechanic per bin can be counted against the metric. The Contractor will not be charged another FPA failure if the same mechanic places a demand upon the same bin until the bin has been filled and the original FPA failure closed. Only after the next fill/depletion cycle will the Contractor incur another MWT failure on the same bin. Multiple failures can be reported against the same NSN if located in different bin locations.

The data collected from the Contractor shall be reported to the Government as specified in the Deliverables section of this PWS. In the event of a FPA or MWT failure, the Contractor shall record the wait time for resolution and provide a daily report to the Government of all instances of FPA and MWT failure.

4.1.2 Bench Stock Location In Option Periods

The Air Force will begin to implement an automated vending machine solution over the course of the base period of this contract, which will electronically capture all elements of mechanic demand and material transactions. This automated solution will phase out the current non-automated open bins. See section 4.3, Bins/Bench Stock Storage Units, for more information.

4.2 Kitting

The Air Force Production Support Section (WSSC/EPSC) Chiefs or their designated representative has the responsibility for kit configurations within their organization along with the acceptance/rejection of kits for FPA purposes. The Air Force will provide a List of Materials (LOM) for each kit or provide access to current Air Force systems without modification in regards to kitting. The lists shall include the part number, national stock number, nomenclature, and quantity for each item in a kit. The Air Force shall notify the Contractor of any changes to the material lists and initiates a kit request for a new kit or change request for an existing. Kit LOMs shall be provided to the Contractor in MS Excel format and standardized across all 3 ALCs. The kit request includes a LOM or a revision to an existing LOM. Current Kit LOMs are provided as attachment 9 of the RFP. The contractor will only be required to supply the latest Kit LOM configuration which can be identified as the configuration with the most recent date in the kitting attachments.

For the purpose of kitting, the contractor shall establish a staging area for completed kits at their off-site kitting location. Point-of-Sale (POS) for kits is defined as the placement of a completed kit in the designated staging area established by the contractor or in the Government kitting area. It is at this point that the ownership of the completed kit transitions from vendor-owned to Air Force owned and the "sale" is recorded. The Air Force will establish maximum levels for each completed kit in the designated staging area (see attachment 5). All completed kits in the designated staging area will be Government owned material. The Government will not be required to purchase any kits above the maximum level established by the Air Force.

The Air Force will provide kit containers as Government Furnished Property as shown in 4.2.2 below; however, it is the Contractor's responsibility to furnish any labeling materials or additional materials needed and will label the kit containers and bins within them. The Contractor may recommend best practices and/or provide recommendations for kit containers. The Contractor will be responsible for owning and maintaining inventory control for kit components until the completed kit is placed in the kitting bin.

Upon receipt of a kit order from the Air Force, the Contractor will deliver the kit from the staging area to the mechanic work center or Air Force designated location. Kits must be accepted by the Production Support Section (WSSC/EPSC) Chief or their designated representative. The Production Support Section (WSSC/EPSC) Chief or their designated representative has the following options:

1. Accept full kit—no FPA failure
2. Reject partial kit—FPA failure
3. Conditionally accept partial kit—FPA failure and Contractor must provide missing material; MWT applies per Metrics section
4. Unconditionally accept kit with parts missing—no FPA failure
5. No full or partial kit available when requested – FPA failure

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:

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Upon kit consumption, the Contractor will then replenish the staging area as needed not to exceed the maximum levels

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reflected in attachment 5. The contractor will track status of all kits utilizing its MIS per the requirements of Section 6 of the PWS.

The Contractor will also pick up expended kits, inventory, inspect, and replenish, on a weekly basis or more frequently at the contractor's discretion. The Contractor will be provided a maximum quantity for completed kits in the staging area and will have the authority thereafter to recommend adjustments to the maximum quantity levels with concurrence from the EPSC/WSSC Production Support Chief (or designated representative) and coordination with the COR. The Air Force may also adjust the maximum quantities for completed kits in the staging area.

Requests for new kits or changes to kits must be acknowledged by the Contractor within one business day. Addition of items to a kit shall be allowed a full item lead time if the kit item(s) is a new addition to the Schedule of Items. In addition, new kits shall be allowed the lead time of the longest lead time item in the kit before the complete kit must be provided and included in metrics calculations if any item in the new kit is a new addition to the Schedule of Items. Completed kits shall be held to the same FPA and MWT metric as other IPV items and will be measured at the time of acceptance. Kitting components in the designated kitting areas are not subject to FPA and MWT and all component material contained within these areas will belong to the Contractor after attrition of Gen II Air Force owned kitting components. The Contractor will report kitting performance per Section 10 while performing in accordance with the Metrics described in Section 5.

Designated kitting areas may be available at WR-ALC and OO-ALC. Kitting areas contain bins the Contractor may utilize to store material used to build the kits. The Contractor may utilize AF provided kitting areas to store kit material, compile kits, and store completed kits (i.e. kitting staging area). However, if the amount of available space provided by the Government is inadequate, the Contractor must provide their own space. Within each work center where kits are delivered, the Contractor will work with the Air Force to establish kit return locations for returns of used kits.

The point of sale of completed kits will occur at the time that the Contractor places the kit in the designated kitting staging area. At this point, the contractor may bill based on the contractor provided items used to replenish the kits as reported in the deliverables listed in Section 10. As kits are returned, the Contractor will inventory the kits. Material returned with the kit should be inspected to confirm that it is identifiable and that the revision level has not been changed. Material that is identifiable and at current revision levels shall be reutilized for kit replenishment. This inventory will establish the next delivery cycle charge for that kit. (As an example: Contractor bills government \$250 for initial delivery of items in a 100% filled kit; mechanic consumes 50% of the items in production; Contractor inventories kit upon return and value of consumed items equals \$140; Contractor re-builds kit to 100%; Contractor charges government \$140 material cost for next kit cycle rather than the full kit price of \$250.) Cycle continues so the Air Force pays only for material that is consumed.

The government will conduct periodic auditing of this process in accordance with the approved QASP. The Air Force's goal is to expand kitting over the life of the contract.

4.2.1 Kitting Function

The Contractor shall provide adequate kitting personnel to support kitting operations. Kitting personnel at the beginning of the contract, if properly aligned with true workload, shall be the baseline for future changes to kitting personnel. All kitting personnel shall be designated in writing (email is acceptable) to the Contracting Officer. The Contractor shall provide telephone numbers and e-mail addresses of the kitting personnel where these persons may be contacted. The Contractor's kitting lead or designee shall be available via e-mail or telephone during normal business hours, and respond to requests within 2 hours of the request of the DLA COR or Air Force to discuss problem areas.

Responsibilities within the kitting function are, but not limited to: program management, supervision, communication, oversight of kit production and inventory of returns, material handling, assembly, and delivery of kits to support customer demand.

The Contractor shall price the Kitting Function as part of the Management CLIN.

4.2.2 Current Kitting Information

4.2.2.1 OO-ALC

- 10% of kitting space on base
- 90% of kitting space off base
- 65% GFE tackle box
- 0% Contractor furnished tackle box
- 25% plastic bags (Contractor furnished)
- 10% other--Fixed Vidmar/Rolling Cabinets/Electrivers (GFE)
- 43,000+ deliveries per year
- 650 kit configurations

4.2.2.2 WR-ALC

- 100% of kitting space on base
- 0% of kitting space off base
- 70% GFE tackle box
- 0% Contractor furnished tackle box
- 10% plastic bags (Contractor furnished)
- 20% other--Fixed Vidmars/Rolling Cabinets (GFE)
- 8,664 kits deliveries per year
- 539 kit configurations

4.2.2.3 OC-ALC

- 0% of kitting space on base
- 100% of kitting space off base
- 20% GFE tackle box
- 0% Contractor furnished tackle box
- 80% plastic bags (Contractor furnished)
- 46,810 deliveries per year
- 1,916 kit configurations

4.3 Bins/Bench Stock Storage Units**4.3.1 Bin Management**

Bins shall be provided and maintained by the Air Force. Unless otherwise provided by the contract, the Contractor shall use the bench stock storage units or bins currently in use at each site. In the event the bench stock storage unit does not adequately hold the material, the Contractor shall coordinate with the DLA COR to address the inadequate bench stock storage unit size. The Air Force will work with the Contractor to determine storage needs and location of bench stock storage units or bins.

A minimum of 24-hour notice shall be given to the Contractor by the DLA COR prior to any relocation, placement, or replacement of any bench stock storage unit. The customer and the Contractor shall be responsible jointly for the general upkeep of the bin or other storage locations in which the material covered by this contract are maintained. The Contractor shall keep the customer sites and the areas around the bin or other storage units, free from trash and/or debris caused by the supply of replenishment parts and industrial hardware.

Throughout the base period of the contract, the Air Force will be replacing open bins, cabinets, etc. with AutoCrib

vending machines. The Contractor shall be responsible to restock the AutoCrib bins and integrate (See Section 7). The Air Force will provide a rollout plan.

Once the automated solution is fully implemented it may drive a Point-of-Sale change under the SOW from point of sale at bin placement to point of sale when removed from the bin (point of use). This is considered a change in the inventory holding costs for bin material, is within the scope of this acquisition, and does not impact any other performance metric. If the Government elects to change Point-of-Sale, revisions to the Contractor's level of effort or performance requirements as a result of the change will be fully coordinated with the Air Force, Contractor and Contracting Officer. Any such change may warrant an equitable adjustment in the Management sub-CLIN.

5 Performance Metrics

Performance metrics tracking will start upon site activation at each ALC. Prior to the first formal metrics cycle, the parties shall conduct a "dry run" of the metric computing and reporting process to allow all parties (AF, DLA, Contractor) to participate in the process and provide clarifications. The Government will conduct audits and inspections in order to validate performance. The Contractor shall provide all data to the DLA COR for metrics calculation. Additionally, all Contractor data will be accessible for metrics analysis.

5.1 Primary Metric: First Pass Acceptance

The Contractor shall achieve a 99.5% FPA rate for bench stock (bins and kits), defined as 99.5% of items available at the time of demand from the mechanic throughout the life of the contract. An FPA failure is defined as material not available to the mechanic at the time of demand; the bin or designated storage unit is empty, there is a limited amount of material left in a bin or designated storage unit to satisfy the mechanic's current need for material; the bins containing replenishment parts contain only parts not meeting quality assurance standards; or for kitting, a kit is not on-hand, is provided incomplete (does not contain all items on the List of Materials (LOM)) at the time of kit demand by mechanic, or contains non-conforming items.

In order for an incomplete kit to count as an FPA failure, the Production Support Chief (EPSC/WSSC), or designee, must conditionally accept a partial kit or reject the kit. Each FPA bin / kit failure will be reported by the Government in the contractor's electronic reporting system described in the PWS section 4.1.1.

An incentive will apply for exceeding a 99.9% FPA, and a disincentive will apply for failure to meet 99.5% FPA. FPA metric failures will be measured by the aggregate number of government reported material outages within a monthly reporting period. The first FPA evaluation date will be one month after site activation and subsequent FPA evaluations will be monthly thereafter.

FPA failures caused by "frozen" DLA sourced material will not count against the contract metrics.

5.1.1 Measurement

FPA is the percentage of success in fulfilling material demands, measured on a per mechanic per bin basis or per kit basis. The FPA percentage is calculated as the number of unsuccessful attempts by all mechanics to obtain a part or kit divided by the sum of the total non-automated bins supported plus the number of instances in which a mechanic requests a part from the automated bins or automated systems during the month plus the number of kit delivery requests. For example, if the mechanics request parts from an automated bin / automated system 5,000 times during the month, the contractor is supporting 100,000 non-automated part bins, and the customer requests delivery of 3,000 kits, the denominator will be 108,000.

FPA will be calculated separately for each ALC on a monthly basis. For kits, an FPA failure is defined as a kit that is not available at time of customer request, contains non-conforming parts, or is conditionally accepted by the Production Support Chief. Kitting requests will be derived from the number of kits delivered plus all kit FPA failures recorded during the month, which will also include any kit delivery failures open from previous months.

Performance measurement for FPA will begin at site activation and will be measured on a monthly basis for the ALC sites. FPA will be applied on an annual basis as the average of the monthly FPA % to determine the incentive / disincentive and will be calculated annually. The incentive / disincentive will be calculated against the Level of Support CLIN and added to / deducted from the Level of Support CLIN payment. The incentive / disincentive will be added or deducted from the monthly payment following completion of calculation of the incentive / disincentive to be applied at

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the conclusion of each annual performance period.

5.1.2 **Exceptions**

New items added to the SOI will be permitted one lead-time for supportability expectations, and will not be included in the FPA calculation until the agreed to lead-time has expired. DLA-mandatory sourced items such as Critical Safety Items (CSI) or items requiring First Article Testing will be included in the FPA calculation.

Kits that are accepted as incomplete due to missing or new items within the first lead-time are not included in the FPA metric calculation.

5.2 **Secondary Metric: Mechanic Wait Time (MWT)**

The number of hours it takes the Contractor to remedy an FPA failure is called Mechanic Wait Time (MWT). MWT is calculated as the time it takes the Contractor to fill a bin / kit once it has an FPA failure, measured as the difference between the time the first FPA failure for a bin / kit is reported to the Contractor and when all FPA failures for the bin / kit have been remedied by the Contractor as verified by the COR. The contractor shall remedy every instance of FPA failure within 24 hours throughout the entire contract period.

A tiered disincentive will be applied per bin / kit on which an FPA failure occurs that exceeds the 24-hour metric. An additional disincentive will apply for every 30 days in which an MWT bin / kit instance remains open. The MWT evaluation will begin upon site activation and subsequent MWT evaluations will be monthly thereafter.

5.2.1 **Exceptions**

Items excluded from the FPA metric are excluded from the MWT disincentive. NSNs added after contract award will be granted a full Production Lead Time (PLT) based on PLT agreed at time of addition prior to being subject to the FPA and MWT metrics.

6 **Management Information System (MIS)**

The Contractor shall use a MIS that is compatible and interfaces with, existing and emerging Department of Defense (DoD) systems employed by DLA, DAASC, and DLIS, and site specific data management systems, including Automated Order Tracking System (AOTS) at WR-ALC. The Contractor's MIS must provide complete, accurate, up-to-date information to DLA and the Air Force and must provide for systemic reporting as required by the contract. At a minimum, the Contractor's MIS will be required to perform demand analysis, appropriate inventory levels' analysis/adjustments, and interface with existing Government material management and distribution systems to facilitate ordering/requisitioning, receipting of material, and processing material receipt acknowledgment transactions. Data will be owned by the Government.

The Contractor's MIS must provide for electronic commerce (EC/EDI) and MILSTRIP transactions. The Contractor shall have the ability to submit periodic electronic invoices and purchase order acknowledgement. The Contractor shall maintain a continuous record of consumption data. The Contractor shall track consumption by bin/customer site and perform analysis of demand trends to support the achievement of the contract performance metrics. The Contractor's MIS shall be flexible enough to provide standard ad hoc reports as required by both Contractor and Government personnel along with the following mandatory functionality:

- Maintain continuous record of consumption data
- Track consumption based on point-of-sale criteria
- Perform analysis of demand trends to support achievement of performance metrics
- Implement a kitting asset visibility tracking IT system which has "real time" capability to:
 - Show all kit LOMs
 - View current kit inventory and location of kits
 - Show supportability of all items within a kit
 - Track kit consumption data at the item level

- Build or adjust a kit configuration based on item consumption
- Allow for government access to view all data, run ad hoc reports based on queries that may include, but are not limited to, kit and NSN consumption at mechanic level; shop level; and ALC level
- Provide electronic invoicing, together with reports required to support payment
- Provide reports as needed or requested by DLA and/or the Air Force
- Have an integrated electronic order entry system
- Prevent delivery to the Government of any vendor-sourced CSI, not previously authorized by the Contracting Officer, regardless of date the item was designated CSI by the Government
- Establish a web page accessible by designated Government personnel for ad-hoc queries to obtain pertinent data including, but not limited to, NIINs, bin locations, DLA requisition number, asset availability, records and ability to report outages on open bins that tracks time from notification of bin outage to satisfaction of mechanic requirements.
- Track initiated and accepted returns for credit and process financial credit transaction
- Integrate with the Point of Use vending machines via AutoCrib Web Services
 - Minimum IT requirements to integrate with the Point of Use vending machines via AutoCrib Web Services:
 - Windows 7 Professional (32 or 64 bit) or window XP SP3 only. No other operating systems are supported.
 - .Net Framework 4.0 or higher
 - Resolution 1028x768
 - Memory: 2GB of RAM
 - Internet Explorer 11 is currently the tested browser, but earlier will work with minor display faults. No other browser is supported.
 - Crystal Activex (downloadable on the site) is required for reports.
 - The Contractor will receive an electronic purchase order and send an electronic advance ship notice
 - Two (2) Government furnished Standard Desktop Computers will be provided per ALC that will provide the Contractor an enhanced and tailorable historical search capability into the AutoCrib machine database
 - The Air Force shall grant authorization so the Contractor can receive specific and automated vending machine information directly from the AutoCrib Web Services.
 - The Contractor will provide a single organization email box in order to facilitate communication.
 - See Section 7 for further AutoCrib integration information.

6.1 Demand Data Exchange (DDE) and Web Based Customer Collaboration (CC)

The goal of the role of the IPV Contractor being involved in the Demand Data Exchange (DDE) and Customer Collaboration (CC) is to capture demands in Government systems to allow for enhanced support to the War Fighter by improving demand plan accuracy (DPA) via DDE and CC. This is a significant driver to simultaneously decreasing inventory levels while maintaining/increasing Customer Service. The Contractor is responsible for inputting DDE information.

The IPV Contractor shall:

- Identify, in writing, the POCs specifically assigned to collaborate with the respective DLA Aviation demand planner and provide the Contracting Officer with POC name, phone number, and e-mail address within two (2) days of contract start date
- Submit their DDE/CC requirements using the approved format via DoD EMALL Manual Order Entry System (MOES)
- Collaborate on planning prior to submission to ensure accurate DDE/CC

- Submit DDE representing the intended order quantity for IPV ALC NSNs; i.e., the quantity that will be requisitioned from DLA Aviation in monthly buckets
- Review the DDE/CC data monthly with the respective DLA Aviation demand planner as required
- Utilize DoD EMALL SASOR to manage any supportability issues
- Collaborate in a manner that promotes stability in the DDE process. For example, prior to an NSN migrating in or out of the DDE/CC process, the IPV Contractor shall consult the DLA Aviation demand planner
- Request collaboration training through the COR as appropriate

6.2 **Supportability Analysis**

The supportability analysis section of this PWS addresses the process of comparing known demand (actual or planned) to inventory on hand and due-ins, and communicating deficiencies and projected stock out gaps over a time horizon. This process is integral to the Air Force Sustainment Center/DLA Integrated Planning Execution Sustainment Process (IPEX SP) and reporting during the AFSC Commander's Aircraft, Propulsion, and Commodities Performance Reviews. The IPV Contractor shall provide "forward looking" material planning for the Air Force customer at OC-ALC, OO-ALC and WR-ALC, and align complex supportability processes with those of DLA and the USAF for IPV items. Supportability analysis metrics and issues may be reviewed as part of the quarterly PMR's, see section 2.3.1.

6.2.1 **Objectives**

- Support to DLA IPEX SP activities to improve supportability
- Ensure 100% parts supportability of IPV items for established and future shop workloads
- May include special projects for specific customer targeted outcomes
- Identify potential problem and/or stock-out NSNs/bins
- Mitigate potential stock-out supportability constraints
- Stratify potential problem and/or stock-out NSNs/bins into Red, Yellow, and Green categories over time horizons to aid in prioritization of mitigation activities
- Attend various AF and/or DLA meetings and brief supportability posture and mitigation actions taken on stock-out and/or potential stock-out IPV items
- Work in partnership with DLA and the Air Force supportability team members. This includes but not limited to DLA Aviation Planning and Support (P&S) Division's Sustainment Specialists (SS), Customer Support Managers (CSM), and Deep Look teams, AF/DLA members of the Depot Supply Chain Manager (DSCM) IPTs, USAF planners, and the CORs' office to improve ALC parts supportability

6.2.2 **Scope**

The Contractor shall provide resources and associated equipment, tools, materials, supervision, and non- personnel services necessary to perform "forward look" supportability analysis of IPV bench stock items over multiple time horizons (supportability outlook).

- The IPV Contractor shall generate and distribute supportability assessment files and mitigation actions performed.
 - The files shall be posted to an IPV SharePoint site accessible to all parties
 - A supportability assessment file for each ALC Maintenance Group will be produced monthly providing outlooks in the following stratifications:
 - Tactical/short term (30 days)
 - Operational/mid-range (60, 90, and 180 days)
 - Strategic/long-range (365 and 730 days).
- The supportability analysis shall be color coded as Green, Yellow, and Red. It shall include the total number of IPV items with corresponding quantities, stock on hand, known requirements by month, shortage quantities, get well date, and mitigation actions pursued. Color coding business rules differ depending on the

support outlook period of coverage.

- Tactical/30-day support outlook:
 - Red = current bins zero balance plus any additional projected bins zero balance open longer than 24 hours
 - Yellow = stock on hand plus contracts due in that are **insufficient** to cover the specific weapon system, propulsion, or commodity for the forecasted demand to support the next 30 days
 - Green = stock on hand plus contracts due in are **sufficient** to cover the specific weapon system, propulsion, or commodity for the forecasted demand to support the next 30 days
- Operational and Strategic/60-730 day support outlook:
 - Red = no stock on hand and contracts due in during the time horizon in question are **insufficient** to cover the specific weapon system, propulsion, or commodity for the forecasted demand to support the time horizon (e.g. 60, 90, 180, 365, 730 days)
 - Yellow = stock on hand plus contracts due in during the time horizon in question are **insufficient** to cover the specific weapon system, propulsion, or commodity for the forecasted demand to support the time horizon (e.g. 60, 90, 180, 365, 730 days)
 - Green = stock on hand plus contracts due in during the time horizon in question are **sufficient** to cover the specific weapon system, propulsion, or commodity for the forecasted demand to support the time horizon (e.g. 60, 90, 180, 365, 730 days)
- The IPV Contractor will work in partnership with DLA and USAF supportability team members to eliminate the number of IPV item outages and maximize support to the weapon system, propulsion, or commodity being evaluated to enhance supportability to the War Fighter.
 - The IPV Contractor will provide a supportability request document (checklist) to DLA Aviation P&S Division Chief (or representative) and COR to facilitate resolution on any DLA supported IPV items with potential operational/strategic stock-out periods.
 - Checklist to provide at a minimum: Maintenance group (e.g. AMXG, CMXG, etc.), bin location, weapon system/PDN, IPV NSN, noun, part number, unit per assembly, stock on hand, asset availability, monthly consumption quantity (MCQ), identify if DDE is necessary to support requirement, potential shortage quantity, IPV Contractor mitigation actions performed (e.g. contract expedite, gap buy, etc.), and DLA actions requested.
 - The local DLA Aviation team will provide a formal response within 5 days to the IPV Contractor that indicates acceptance of the request, so the IPV Contractor is prepared to brief the status of the stock-out and/or potential stock-out IPV items. The local DLA team will provide status on actions taken within 21 calendar days of the initial request.

6.3 Live Test Demonstration

The Government reserves the rights to have the awardee provide a live test demonstration of their IPV IT solution within 60 days after contract award and at any time during contract performance as requested by the Contracting Officer. The purpose of the live test demonstration is to demonstrate system capabilities to achieve the objectives of the contract. Full and complete demonstrations of systems capabilities may be required.

6.4 Data

The Government shall have access to and own all data and data files developed or generated under this contract including forecasts generated by proprietary systems. The Contractor's IT solution must allow efficient access information and permit the downloading of data in Excel format throughout the life of the contract.

6.4.1 Government Provided Information and Data

During the performance of this contract, the Government will provide information or data related to material requirements. Among the files the Contractor will be provided is the Technical Specifications and Quality Assurance Provisions Contract Technical Data File ("CTDF"). The parties agree that the information located in Field "C", (Technical Guidance Information), Field "D", (Technical History/Weapons Systems Data), Field "M", (Contracting Guidelines), and Field "N", (Quality Guidance Data), of the CTDF are business sensitive, and will not be disseminated to any person, firm, or entity outside the Contractor's own entity.

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6.4.2 Rights in Software

The government reserves the right to negotiate modifications for software development or to acquire rights in any software developed subject to a bi-lateral modification. The government also may require a live demonstration of the Contractor's IT systems to ensure it is technically acceptable. The government is the owner of all the data developed for this program and this data will be provided to the Government in a method that does not require the use of the vendor's proprietary software. Further, the data shall be provided in either a SQL database or .xls worksheet with clear and descriptive field heading that are human readable.

6.4.3 Limited Rights Technical Data

The Contractor and the Contracting Officer acknowledge that some information to which the Contractor will be given access for and during the performance of this contract may be confidential business information, business sensitive information, and/or proprietary technical or other data which represents the intellectual property of another party. Any such information will be properly marked confidential and be covered under the previously executed non-disclosure agreements.

7 AutoCrib Vending Machines**7.1 Overview**

Throughout the base period of the contract, the Air Force will replace open BSLs with Point of Use vending machines. It is anticipated all open BSLs will be replaced prior to the first option period. During the base period, as BSLs are converted to Point of Use vending machines, the Government will coordinate with the Contractor to identify the items and levels that should be included in the AutoCrib vending machine. The open bin to AutoCrib bin conversion factor for planning purposes is 1:2. This means that for each open bin, the Contractor should plan on 2 bins within the AutoCrib vending machine. This is due to the size of the pie bins within AutoCrib. Additionally, one BSL could consist of multiple AutoCrib machines placed at different locations within a maintenance (shop) area. The Contractor will work with the Government to collaboratively establish min/max quantities for every item to be contained in the AutoCrib vending machine. The min/max quantities may or may not equal the max bin quantity utilized for the item in the open bin environment. The Contractor will initially stock the machines to the identified levels. As mechanics remove material, the machine will track and report inventory levels.

When the bin levels reach the "minimum", a notification will be issued to the Contractor. The notification is termed a "purchase order" by the AutoCrib vending machine software and will be transmitted via an electronic file transfer that contains similar data as an EDI 850. The "purchase order" will not be a funded document and should only be considered a notification that the machine has reached the minimum level. Upon receipt of the notification (850), the Contractor will generate an "Advanced Ship Notice" EDI 856 which is also referred to as the "tag" in the Point of Use vending machine software. The tag generates information to allow for automated replenishment of the inventory in the vending machines.

The Contractor is required to incorporate AutoCrib data into their management information system in order to utilize the automated stocking features and to better facilitate supply planning/management. AutoCrib utilizes Web Services. Web Services is designed to support interoperable machine-to-machine interaction over a network or more commonly over the internet. AutoCrib Web Services allows a client company to access the many data elements in the AutoCrib system bi-directionally. The AF owns its own version AutoCrib.net software that links the vending machines running on AutoCrib client (local machine database) software together. The following is provided through Web Services: transactional data, stockouts, bin inventories, and system 'puts' and 'gets'. In order for successful integration via Web Services, the Contractor may need to consult with AutoCrib.

Web Services will be made through the use of a URL that is password protected. Additionally, the Contractor's MIS server must be appropriately accredited in order to subscribe to the URL. Immediately upon award, the Contractor will work with the Air Force and DLA implementation team to establish server connectivity through AFNet and validate the server. This validation requires review and testing of the Contractor IP address, ports, and protocols, as well as establishing individual user access.

The Air Force will provide two Standard Desktop Configuration (SDC) compliant computers per ALC. These SDC

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compliant computers will allow access for the generation of historical reports. The Standard Desktop Configuration (SDC) compliant computers strictly provide the Contractor an enhanced and tailorable historical search capability into the AutoCrib machine database and are not integral to integration through AutoCrib Web Services.

The Air Force reserves the right to use the system's ability to automatically change or optimize the minimum and maximum inventory levels using Demand Compression. Though this will not be a requirement at contract award it is anticipated at a future date. The contractor would be expected to operate the demand compression system which would dramatically reduce the amount of inventory on hand as well as the time spent managing it by the contractor.

7.2 AutoCrib Vending and Inventory Management

The Contractor shall check, inventory and replenish the AutoCrib vending machine bins. During the stocking process, the Contractor shall ensure bins and containers are neat, orderly, and do not contain intermingled parts. The Contractor shall ensure the items in the vending machines are available for use by the mechanics when required.

The contractor will provide 4'x4' and 6'x6' clear zippered bags at each Autocrib location. This actual cost of this material (bags) will be included in the material CLIN reconciliations process each time that the reconciliation occurs.

7.3 Virtual Cribs

The Contractor will manage Virtual Cribs (VCs) at each ALC. The VCs will initially consist of an Air Force provided, controlled area. The VCs will utilize handheld scanners linked to the AutoCrib software/database. The VCs may be expanded to other areas to allow for enhanced inventory / kit tracking capabilities along with Autocrib. The VCs may be used to store, manage, and issue any excess material and may be utilized to track material returns. The VCs may only be used for Air Force owned material, not Contractor owned. VCs will be used during transition to track residual material from the Gen II contract and may be utilized in the return process. Material stored in the VCs must be incorporated into the Sourcing Order of Priority in para 3.3.1. Material in the VCs will be monitored by the Contractor and Government for usage.

Any items removed from the SOI or determined to be in excess of realistic demands will be identified by the Contractor for review and possible disposition by the Air Force. In addition, the VCs may later be incorporated with kitting to allow for enhanced tracking capabilities of requests, deliveries, and FPAfailures.

Virtual Cribs may also be used to store and issue any material, ordered by the contractor based upon an AutoCrib automated PO, but later found to be in excess of bin limits. This material may be stored in the Virtual Crib, or the Contractor's facility, for a period not to exceed 90 days, and will be attritted per the Sourcing Order of Priority. If no requirement after 90 days, the vendor will return to AF for disposition.

7.4 AutoCrib Reports

The Contractor shall be proficient in utilizing and analyzing the AutoCrib system which includes administration of the machines / bins, reports, and inventory management of the system (add, change, delete). The Contractor shall use the AutoCrib reports to supplement their Supply Chain Management.

7.5 AutoCrib Changes

The Contractor will be able to suggest changes to the min/max levels to the Government. The Contractor may propose changes to the AutoCrib machine system to the Government for approval via e-mail on the last business day of the week by site. The Air Force will acknowledge the request within one business day and notify the Contractor of its decision to approve or reject the change with 4 business days after acknowledgement. If the change is approved, the Air Force will make the change within 5 business days of notification of acceptance.

Possible changes to the AutoCrib vending system include min/max level changes, reports, and conversion factors. The Contractor shall not add any item to the vending machines without prior approval from the COR or Contracting Officer. In establishing min/max quantities, considerations include, but are not limited to:

- Item size and packaging
- Point of Use vending machine being installed

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- Bin size available in the Point of Use vending machine
- Unit of issue
- Estimated demands

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- Previous max bin level

7.6 AutoCrib Performance Metrics

FPA and MWT metrics shall remain unchanged after Point of Use vending machine rollout. Contractor shall use AutoCrib reports to prevent FPA and MWT failures as described in the PWS. As vending machines are rolled out, AutoCrib reports will be tailored to accurately measure and report mechanic wait time and first pass acceptance as defined in the PWS. The Government will rely on these reports to calculate MWT and FPA incentives and disincentives.

7.7 Weekly Cycle Count

The Contractor shall conduct a weekly cycle count inventory on two percent (2%) of all AutoCrib machines. The Contractor shall pick two percent (2%) of the items to inventory and identify all discrepancies between the AutoCrib's stated count and the actual inventory count. The Contractor shall cycle count inventory of a different set of two percent (2%) items each week so within a one (1) year time frame all automated items have been inventoried. Contractor shall properly utilize the "physical" module provided at the user interface software on the Point of Use vending machine and, if needed, delete the applicable item PO line item for the material to ensure actual count matches the AutoCrib reports.

So that the CORs may accompany the Contractor, the Contractor will provide the COR a 72-hour notification and list of bins to be counted prior to conducting the cycle count,

7.8 Restock Inventory

The Contractor shall restock all items in the Point of Use vending machine individually. They shall not be restocked as a package or carton and shall not exceed the bin or tray capacity. The Contractor shall stock the individual items to no more than the maximum level identified. If excess stock is found in bin, the Contractor shall remove excess stock. The Contractor Program Manager shall be responsible for notifying the COR of these occurrences.

Once the Contractor has received an electronic purchase order for IPV replenishment items, the contractor will process the order and send back an electronic advanced ship notice (ASN) that will include the P.O. / tag number. The ASN will include among other things item code, description, order quantity, ship quantity, crib and bin numbers. The ASN will be stored in memory until such time the stocker is ready to physically replenish the machine. The contractor personnel (Stocker) enter the Tag number at the machine, which will automatically open the appropriate door(s) and signal the stocker to stock that bin. The stocker will put the inventory to the bin and upon door close the machine rotates to the next line item on the P.O. / tag and opens the appropriate door. The process continues until the stocking of that P.O. / tag is complete. This automated process only opens bins that the stocker has material for which eliminates mistakes by the stocker and improves the speed to restock the machine.

7.9 Bin-to-Bin Transfer Process

When an item needs to be transferred into or out of an automated location the following procedures will be utilized:

- Automated Bin to Automated Bin: Material Handler will Issue the material to be moved with the Transfer badge. The material will be delivered to the location that is in need of the transfer and put away with the Transfer badge using a Physical transaction.
- Open Bin to Automated: Material will be delivered from the Open Bin to the Automated Location and put away with the Transfer Badge using the Physical transaction.
- Automated Bin to Open Bin: Material handler will Issue with the Transfer badge and deliver to the Open Bin to be put away.

The Contractor will be responsible to ensure there are no open Purchase Orders on Automated Bins where material is being transferred into.

The Material Handler will use their regular badge to accomplish normal Stocking and Physical transactions for day to day operations. The PoU Office will issue Transfer badges to Contractor personnel. Badges will be issued with a 1297 and tracked. The Transfer badge will only be used to accomplish Bin-to-Bin transfers.

7.10 Returns

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Any material that can be identified by the contractor is placed back in the AutoCrib up to the maximum identified, or if it will not fit, is held by the contractor for 90 days and incorporated in the next fill. If the material cannot be used within 90 days, it is passed back to the AF for disposition. Any material that cannot be identified or is deficient will be passed to the AF for disposition.

8 Contractor Requirements

8.1 Personnel Administration

The Contractor is responsible to provide staffing sufficient to manage the transition requirements from Gen II to Gen III along with appropriate staffing levels to manage the expected outcomes of the program.

Additionally, the Contractor is responsible for the employment, training, guidance, and supervision of qualified personnel to accomplish the Air Force Industrial Product - Support Vendor effort. The Contractor shall ensure all Contractor employees are easily recognizable as Contractor employees, with some type of visible apparel, for example a lanyard or shirt with company name. All IPV contract personnel attending Government meetings and working in other situations where their IPV Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. The Contractor shall ensure Contractor employees maintain a professional appearance and appropriate safety attire. The Contractor shall wear the Personnel Protective Equipment (PPE) required by each shop area while performing all services required by this contract. (The Government will not provide PPE to contractor employees.) The Contractor shall provide the Government initial and updated lists of Contractor employee's names that will perform duties under this contract. All Contractor employees shall obtain a Common Access Card.

8.2 Quality Assurance

According to the GOV Quality Assurance Surveillance Plan (QASP), the Government will evaluate the Contractor's performance under this contract. The Contracting Officer Representative (COR) is a representative of the Contracting Officer and will participate in the administration of this contract. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the Contracting Officer. All services to be performed by the Contractor during the period of this contract will be subject to review by the Contracting Officer or COR.

8.3 Contractor Response Time

The Contractor shall provide written response addressing the root cause, corrective action, and preventive action(s) in the case contract requirements are not met. The Contractor will be given 5 working days to answer a submitted Corrective Action Report (CAR), Performance Action Report (PAR), and Customer Complaint (CC).

8.4 Program Management

The Contractor will provide certain skilled, experienced, professional and/or technical personnel consistent with the requirements of this Performance Work Statement. This section lists personnel who should be representative of the following labor categories type(s). The labor categories are for certain skilled, experienced, professional and/or technical personnel and are essential for successful accomplishment of the work to be performed under the resultant contract.

8.4.1 Personnel Requirements

The Contractor will provide certain skilled, experienced, professional and/or technical personnel consistent with the requirements of this Performance Work Statement. Personnel categories needed for an effort of this size and complexity include, but are not limited to the functions identified below:

- IPV Program Manager
- ALC Site PM
- Acquisition Specialist/Buyer
- Supply/Demand Planner
- Item Manger
- Expediter
- Receiving Handler

- Material Handler
- Product Specialist
- Quality Assurance Specialist
- Engineering Specialist
- Support Analyst

8.4.2 Contractor's Preliminary Personnel Assessment

The Contractor's preliminary assessment shall be available to the Contracting Officer and other DLA personnel at the Preliminary Implementation Plan meeting between the Contractor and DLA within fifteen (15) days after date of award, and will be used to develop the Final Implementation Plan(s) at the post-award meeting(s) at the ALC site(s). The Contractor shall meet and correspond with DLA and/or the Air Force representatives to assess Air Force needs, on-hand inventories and associated required attrition, bin/storage area quantity levels, and the location and condition of bins and storage areas.

8.4.3 Driving Personally Owned Vehicles (POV)

Contractor personnel shall comply with Robins AFB, Tinker AFB, and Hill AFB directives pertaining to operation of POVs at each ALC IAW individual base 32 Series Traffic Safety Plan.

8.4.4 Compliance with Security Requirements

Contractor personnel shall comply with Robins AFB, Tinker AFB, and Hill AFB security requirements (Air Force Instructions, DoD/AF/Local directives, etc).

8.4.5 Emergency Procedures

Contractor employees shall follow the direction of Government employees in regards to emergency procedures, i.e. fire, tornado, active shooter, bomb threats. It is the responsibility of the Contractor to provide guidance and establish procedures for responding to emergency for their employees. It is the Contractors' responsibility to account for their employees following an emergency evacuation. Contractor Personnel shall participate with Government personnel in all fire and tornado drills at no additional cost to the Government.

8.4.6 Location and Hours of Work

The Contractor shall perform work at Tinker AFB, Hill AFB, and Robins AFB. Normal Government workdays include Monday through Friday, except United States (US) Federal Holidays. However, surge requirements may necessitate performance in excess of regularly scheduled work hours. Contractors shall ensure they can provide for this type of contingency. If the Contractor determines the need to work in excess of the scheduled hours, the Government shall not be liable for overtime payment.

8.4.7 Recognized Federal Holidays

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Saturday, it is observed on Friday. If the holiday falls on Sunday, it is observed on Monday.

8.5 Training

8.5.1 Flight Line Training

Flight-line driver training (for purposes of this PWS flight-line and ramp are equivalent) shall be required for personnel who must drive (bike, car, etc.) on the flight-line. The Contractor and personnel shall acknowledge the Flight Line Training provided by the DLA COR and provide a Contractor devised certificate to the COR for each employee within ten (10) days of contract award or within 10 days of initial hire. The COR will be the POC and will help facilitate the process of obtaining the flight-line license. The Contractor shall be responsible for updating the list of personnel in need of flight line training, to include newly hired personnel, as necessary and applicable.

8.5.2 AutoCrib Training

AutoCrib training shall be required for personnel who must service or collect and analyze AutoCrib machine produced data. Contractor employees shall be trained on AutoCrib prior to the employee's interaction with the vending solution. Validation of employee training will be provided to the COR office within 5 days of completion.

8.6 Housekeeping/Foreign Object Damage

The Contractor shall keep the work areas clean and neat in accordance with Industry Standards, Occupational, Safety and Health Administration (OSHA), fire and safety standards, Foreign Object Damage (FOD) directives (DoD, AF, Local, etc.) and this PWS.

8.6.1 Certificate for Foreign Object Damage (FOD) and Dropped Object Prevention (DOP) Certificate

While performing contract services in or around industrial areas or flight lines, the Contractor and personnel shall acknowledge the Foreign Object Damage (FOD) and Dropped Object Prevention (DOP) training provided by the DLA COR and provide a Contractor devised certificate to the COR for each employee within ten (10) days of contract award. The certificate(s) shall have the title of the training, name of the person who received the training and the date. The Contractor shall also ensure that all new employee(s) undergo the FOD/DOP training and provide a Contractor devised certificate of training to the COR prior to starting work in industrial areas or flight lines. Annually, the Contractor and personnel shall be required to review the FOD/DOP training and provide an updated Contractor devised certificate of training to the COR.

8.7 DLA Common Access Card (CAC) Holders

Contractor personnel shall require access to Federally-controlled facility or installation and/or access to a Federally-controlled information system under this PWS.

Contractor personnel requiring access to a Federally-controlled facility or installation and/or access to a Federally-controlled information system under this PWS shall possess a "Common Access Card" (CAC). The COR will be the point of contact (POC) throughout the approval process up to receiving the CAC card. The National Agency Check and Inquiries (NACI) process can take up to 60 days or more.

Once all required paperwork is completed and verified for the National Agency Check (NAC), the COR will direct the Contractor to a trusted agent (TA) in order to obtain their CAC card through the Contractor verification system (CVS)/Trusted Associate Sponsorship System (TASS).

Most Lockheed Martin (or LM subcontractor) personnel will be required to obtain an IT3 security clearance. Certain Lockheed Martin personnel (or LM subcontractor) such as but not limited to: flight line access and secure buildings at the ALCs will require a Secret security clearance. All Lockheed Martin (or LM subcontractor) personnel will designate the type of clearance they will require in order to carry out their duties.

8.7.1 Contractor Badge

Contractor personnel may require Contractor badge(s). The DLA COR will be the POC throughout the process up to receiving the Contractor badge. The appropriate paperwork will need to be submitted to the COR.

8.7.2 Secured Area Badge

Contractor personnel may require secured area badge(s). The DLA COR will be the POC throughout the process up to receiving the secured area badge.

8.7.3 Ramp Badge/Flight Line License

Contractor personnel may require a ramp badge/flight line license. The Contractor is required to complete the appropriate training to receive a ramp badge/flight line license. The DLA COR will be the POC throughout the process.

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The IPV Contractor is responsible for retrieving all Contractor/subcontractor CAC/badge(s) upon completion or termination of the contract/modification or when an employee no longer has a need for access to an ALC; employment has been

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terminated, or individual is transferred to another project. The IPV Contractor shall return all retrieved CAC/badge(s) to the DLA COR within 24 hours of retrieval.

9 Readiness

9.1 Surge Pricing

Surge and Sustainment clauses/provisions will be included in the Generation III Air Force IPV contract to support worldwide demand of commercially sourced items only. As items that are supported through commercial sourcing are identified for worldwide support, an analysis will be performed to determine the surge requirements, and an eCAP will be requested from the offeror or successful awardee to ensure support for the items.

10 Deliverables (Reports and Data received via electronic means formatted for MS Excel)

10.1 Report Requirements

- Received via electronic format
- Formatted in MS Excel
- All reports will indicate date reports submitted
- All data formats will be standard across all reports – e.g. 01/21/2016
- Previous day report due by 9:00 AM local next business day
- Previous week reports due by 9:00 AM local the first business day of next report cycle
- Previous month, quarter, and semi-annual reports are due within 5 business after the start of next report cycle
- Historical data must be maintained by Contractor
- IBAR reporting will be provided within 5 business days of receipt of a complete Daily DRU and EBS file starting the first of every month. If complete files are not received by the 10th business day of each month Lockheed Martin will use the at last complete file received to complete IBAR reporting for the given month and post by the 13th business day.

10.2 Daily Reports

- *Bin Delivery Report* – Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin; NSN and Part Number Delivered, Quantity Delivered, Date/Time Delivered, Item Price, Total Cost, item provided in kit (Y/N), item provided as backup (Y/N), Delivered from (Vendor Stock or Virtual Crib)
- *Kit Delivery Report* – Site, Bldg, Work Center/RCC and Group, Kit Number, Date/Time Delivered, Quantity Delivered, Missing NSN(s)/Part Number(s), Get Well Date for missing NSN(s), % of Individual Kit Built, Employee Number of Acceptor, Item Price.
- *Metrics Report* – Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin/Kit, NSN(s) and Part Number(s) causing FPA, Initial FPA Date/Start Time, Expected GWD, Cumulative FPA time, MWT start, Cumulative MWT, Unique AF Employee Identifier.
- *Bin-to-Bin Transfers Report* – Date/Time, Bin From – Site, Work Center/RCC and Group, BSL or Machine (as appropriate), NSN and Part Number, Transfer from Virtual Crib (Y/N); Bin To – Site, Work Center/RCC and Group, BSL or Machine (as appropriate)

10.3 Weekly Reports

- *Weekly Cycle Count Report (AutoCrib Only)* – Date/Time, Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin; NSN and Part Number, AutoCrib Machine Bin Totals (what's in each bin), Actual Count, Unique AF Employee Identifier
- *Task Order Labor Summary Report* – (Required only when TOL is used) Date worked, title/shift, description of work, hours, rate per hour, total cost, regular/overtime, job number, weapon system, RCC where the labor was performed, task order number, employee name, AF or contractor supervisor

overseeing the work.

- Authorized Inventory Report—Status, Site, NSN, Bin Part Number, Description, Source, BSL, BIN, Building number, Post Location, Weapon System, RCC, Max bin level, IUOM, Price, Support Date

10.4 Monthly Reports

- *Bin Delivery Summary Report* (This is a monthly roll-up report of the daily report) - Site, Work Center/RCC and Group, Bldg, BSL or Machine (as appropriate), Bin, NSN and Part Number Delivered, Month Total Delivered, Average Monthly Consumption, Item Price, Total Cost, item delivered in a kit (Y/N); item provided as backup (Y/N), DHA (Y/N). *Note: Rolling historical consumption must be maintained by contractor*
- *Kit Delivery Summary Report* (This is a monthly roll-up report of the daily report) –Site, Bldg, Work Center/RCC and Group, Kit Number, Missing NSN(s) and Part Number(s), Get Well Date for missing NSN(s); % of Kit Built, Employee Number of Acceptor, Date/Time Delivered, Item Price, Total Cost
- *Demand Forecasting Report* – NSN and Part Number, Monthly Demand History for the Last 15 Months, Monthly Forecast, Forecasting Model Used, Forecast Accuracy, Stock Outs or Projected Stock Outs Compared to the Supply On-hand and/Due in, Number of Backorders Per NSN and Priority, Unit of Issue
- *Metrics Summary Report* (This is a roll-up report from the daily report) - Site, Site Total Monthly FPA, Site Total Monthly MWT---this support data will be provided in a separate tab for each ALC; Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin; NSN or Kit Number then NSN(s) Causing Metric, Source of Supply, Initial FPA Date/Time, Closed FPA Date/Time, Expected GWD, Cumulative Monthly MWT and FPA, Unique AF Employee Identifier.
- *Open Orders Report* - Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin, NSN and Part Number, Date/Time Opened, Get Well Date
- *PQDR/SDR Report* - Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin, NSN and Part Number, Date, Problem, Resolution, Get Well Date, Quantity Quarantined, Quantity Reimbursed
- *Recommended Deletion Report* - Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin, NSN and Part Number, Delivery History, Reason for Deletion Recommendation
- *Obsolete and Replacement NSNs Report* - Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin, Obsolete NSN and Part Number, Obsolete Date, Replacement NSN and Part Number, Source, Health of NSN, Get Well Date
- *Supportability Analysis* - (See Section 6.2)
- *Inventory Report* – (Contractor inventory on hand to include on site, off-site) – Site, NSN and Part Number, Quantity On Hand, Quantity Due In (until next report)
- *IPV Contact List* - Name, position, contact number, email, date on contract
- *ALT/PLT for Commercial Sourced Items* – NSN and Part Number, ALT/PLT
- *Shelf-life Management Report* – BSL, Bin, NSN, Part Number (U.S. Navy BSLs only), Quantity, Date in Bin, Shelf Life at Bin Placement (# of days, months, etc.), Remaining Shelf Life (# of days, months, etc.)
- *Returns Report* – Site, NSN and Part Number, Quantity, Reason for Return
- *Kit Returns Report* – Using Work Center/RCC and Group, Kit Number, Date/Time Delivered, Date/Time Returned, Consumed NSN(s)/Part Number(s), Quantity; Missing NSN(s)/Part Numbers, Quantity
- *Virtual Crib Report* – Site, NSN, Part Number, Quantity, #Days in VC, #Days Before Disposal, In VC Due to AutoCrib PO Error (Y/N)
- *DLA Backup Purchased Report*—Site, Date Ordered, quantity ordered, unit price, unit of order, total dollar value for order

10.5 Quarterly Reports

- *Kit LOMs Report* - Site, Work Center/RCC and Group, Weapons System, Kit Number, List of NSNs and Part Numbers and Quantities in each kit

10.6 Semi-Annual Reports

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- *Socio-economic Data Report* - % of prime contracts for small businesses, % of prime and subcontracts for women-owned small businesses, % of prime and subcontracts for small disadvantaged businesses, % of prime and subcontracts for service-disabled veteran-owned small businesses, 3% of prime subcontracts for HUBZone certified small businesses

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10.7 Miscellaneous Reports

- Ad hoc reports requested by the Air Force and/or DLA

11 IPV Transition**11.1 Phase-In Requirements**

To ensure a smooth changeover from current contract to new contract, a 180 calendar day phase in period is required. During the 180 calendar day phase-in period, the new Contractor shall hire a workforce to assure satisfactory performance beginning on the contract start date.

The Contractor shall obtain security clearance(s) for Common Access Card(s) (CAC) or Contractor badge(s) for the newly hired employee(s) and begin attending all AF planning meetings. The Contractor shall ensure that all training requirements for the newly hired employee(s) are completed in accordance with the training section of this PWS. Material management shall be conducted in accordance with the implementation plan.

A phased activation shall occur at one site every 30 days beginning 90 days after contract award. Site order of activation will be WR-ALC, OC-ALC, and then OO-ALC. Each site shall be fully activated by the 30th day after initial activation. A brown out period, where items cannot be added to the contract or BSL's reconfigured, shall occur 15 calendar days before site's transition start date and conclude on day one of the start of the site's transition rollout. Total accountability for the operational and material requirements for the program shall not exceed 180 days from contract effective date. The Contractor shall utilize the data provided throughout the transition period as well as data it collects during transition to provide a gap analysis to DLA and the AF of potential shortfalls in the supply chain that could impact production.

The Contractor shall assume responsibility for maintenance of existing bench stock locations and bins and all remaining inventory in the bins. At the conclusion of site activation, the Contractor will have conducted a gap analysis and identified any long lead time items that could potentially become unsupportable and coordinated actions including DLA backup to ensure material is available.

Upon site activation and through coordination with the Gen II Contractor, AF, and DLA, the Contractor shall have accomplished movement and accounting including reporting to the Government of all AF owned material managed and stored by the Gen II Contractor to the successful awardee's facilities.

The Contractor shall establish procedures for the transfer of bin management responsibility that will ensure the proper identification of parts; cleaned, organized, bar coded, and labeled designated material bin location and marking of the bins as required by the Air Force; appropriately marked all bins containing precious metals with an annotation as approved by each ALC; established material distribution schedules and procedures to maintain a reliable flow of material to the bins; developed adequate stock of commercially sourced items to fully support these items at the conclusion of the 6-month transition, completed identification and location of all BSLs / bins under this contract through coordination with the incumbent and AF, and designed a Quality Assurance Plan addressing ramp up time and normal performance time.

11.1.1 Data to be Provided to Gen III Awardee

The Gen III Contractor shall be provided data reports up to site integration that include the incumbent's requisition data for both Government and Commercial items and bin location of the placement of those items. In addition, during the transition, the AF will incorporate the Contractor in weekly planning meetings and provide maintenance schedule data.

11.1.2 Data to be Provided by the Gen III awardee to DLA and the AF

The Gen III Contractor shall provide the DLA COR twice weekly reports detailing their progression toward the implementation milestones including but not limited to personnel hired for specific tasks and in place, material acquired to support Gen III, progress on pricing the remaining Gen III items, initial forecasting / demand planning / gap analysis reports, warehousing locations to support the contract, security access, etc.

11.2 Preparation and Staging

The requirements of this contract include preparation of the existing ALC IPV areas and materials and the establishment of material management process in the initial phase of implementation and in accordance with the implementation plan. This preparation shall include but is not limited to:

- Conduct a gap analysis and identify any long lead time items that could potentially become unsupportable during the transition / site activation and coordinate actions including the DLA backup process to ensure material is available
- Upon site activation and through coordination with the Gen II Contractor, AF, and DLA, accomplish movement and accounting including reporting to the Government of all AF owned material managed and stored by the Gen II Contractor to the successful awardee's facilities
- Establishing procedures for the transfer of bin management responsibility that will ensure the proper identification of parts
- Cleaning, organizing, bar coding, and labeling designated material bin location and marking of the bins as required by the Air Force
- Appropriately marking all bins containing precious metals with an annotation as approved by each ALC
- Establish material distribution schedules and procedures to maintain a reliable flow of material to the bins
- Develop adequate stock of commercially sourced items to fully support these items at the conclusion of the transition
- Complete identification and location of all BSLs / bins under this contract through coordination with the incumbent, DLA COR, and AF
- Design a Quality Control Plan addressing ramp up time and normal performance time.
- Submit transition specific reports twice per week on personnel, access, order placement, distribution / warehousing, etc.
- Conduct rehearsal of Concept drills to identify gaps in the process
- Support AF and Gen II Contractor efforts to have the optimal quantity of material in the bins, the optimal bin location setup, and elimination of unnecessary bins
- Shadow the Gen II Contractor to learn the location of BSLs and best practices
- Support Transition meetings with the Gen II Contractor, AF, and DLA
- Set up a sign at each BSL identifying the emergency POC and number to call to report bin outages to the Contractor. Provide lessons learned after each ALC rollout that can be utilized to improve the rollout of the next site
- Demonstrate access to Government systems such as Federal Logistics Information System (FLIS) that will be needed to ensure parts are procured to the latest revision

The Contractor shall provide the government (DLA, COR, AF) with twice weekly reports of its progress in completing each of the above tasks included in section 10

11.3 Scheduled Meetings

Within fifteen (15) days after date of contract award, at a time and place convenient to the Contractor and DLA, a meeting shall be convened to review the Contract Implementation Plan and to finalize an agenda for the formal Contract Implementation Plan meetings at the ALC site(s). Following this preliminary implementation meeting, but no later than thirty (30) days after date of contract award, a formal Contract Implementation Plan meeting shall be held at WR-ALC with participation by the Contractor, DLA, and the Air Force, to confirm all aspects of the final Implementation Plan. Subsequent Site meetings held at OC-ALC and OO-ALC (respectively) within every fifteen (15) days thereafter. All outstanding issues resulting from the Site Activation Meetings shall be resolved within thirty days of the formal Contract Implementation Plan meeting at each site and any changes to the Implementation Plan(s) shall be formalized and incorporated into the contract by modification.

11.4 Site(s) Activation

The Contractor shall accomplish all tasks required in the preparation (ramp up) for assumption of supply chain management responsibilities at each designated ALC site in accordance with the formal implementation plan. The ALC

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site activation process will include but not be limited to the following:

- Contractor overview briefing to Air Force and DLA
- Contractor tour of ALC facilities
- Establish decision focal points
- Defining and assignment of roles and responsibilities
- Develop shop roll out schedule
- Procedure of addition and deletion of items to the contract
- Coordination of the process for providing DLA backup material
- Invoicing; payment; and inter-fund billing
- Review types, frequency, and format of required reports
- Establishment of the Contractors on and off base office and warehouse facilities
- Contractor applies for Contractor personnel security badges
- Record action items and due dates
- Develop Implementation Plan

11.5 Transition to Automated Bin

Throughout the life of the contract, the AF will convert the current bins to automated bins; this may include kitting. During this transition, the Contractor shall support the AF schedule for rollout of the automated solution including filling the bins and integrating with the automated solution to receive data. It is anticipated the automated bin will replace manual inventory record-keeping, and data will be more exact than tracking min and max numbers alone and usage data will be real-time. This transition may require the Contractor to provide additional personnel, training, equipment, IT integration, or other assets to ensure seamless support of the mission and metric achievement.

With the transition to automated bins, the POS may shift from placement in the bin to the point at which the mechanic pulls the part from the bin. If the customer determines to proceed with the POS change to POS at removal from the bin, the Contracting Officer shall inform the successful offeror within 10 days upon Air Force notification to the DLA COR that the POS will change. This notice will start the redetermination of the terms surrounding POS and make any equitable adjustments to facilitate this change. The Contractor is required to submit a Request for Equitable Adjustment within 30 days after DLA notification of the POS change.

11.6 Contract Closeout and Transition to Gen IV

11.6.1 Contract Closeout

Within 12 months of completion of the Gen III contract and during transition to Gen IV, the Government may place lead time away orders for commercially sourced items on this contract to place in stock at its distribution locations.

11.6.2 Transition from Gen III to Gen IV

Transition from Gen III to Gen IV consists of 3 overarching requirements: Inventory, Support, and Site Activation.

11.6.2.1 Inventory

- Support Air Force inventory activities required for transition from Gen III to Gen IV
- Conduct a gap analysis and identify any items that could potentially become unsupportable during the transition / site activation and coordinate actions including, but not limited to, DLA backup to ensure material is available within 90 days of contract close
- Existing BSLs will be stocked by incumbent with 1.5 months of inventory in each bin and/or AutoCrib machines stocked to their identified and agreed to maximum levels

11.6.2.2 Support

- Complete identification and location of all BSLs / bins under this contract and document location, in spreadsheet format, with the following data elements: Building, Workcenter, BSL ID, Bin ID and NSN in bin
- Allow the Gen IV Contractor to shadow current Gen III Contractor until Gen IV Contractor expresses comfort with location of BSLs and best practices. DLA COR will assist in establishing shadowing schedule and approve satisfactory completion of task.
- Support Transition meetings via assistance with drafting agendas and participating in those meetings with the Gen IV Contractor and Government
 - Incumbent may be required to provide Gen III specific data / reports in support of transition meetings
 - Incumbent will address any questions, as required, from Gen IV Contractor during meetings
 - Prior to ALC rollout, weekly meetings are anticipated. Frequency could increase to daily upon ALC rollout
- Provide lessons learned after each ALC rollout that can be utilized to improve the rollout of the next site
- Demonstrate access to Government systems such as FLIS that will be needed to ensure parts are procured to the latest revision to the Gen IV Contractor
- In coordination with COR and with COR approval; provide overview briefing to Gen IV Contractor, Air Force and DLA
- Contractor tour of ALC facilities with Gen IV Contractor
- Assist the Gen IV Contractor in transition activities, including, but not limited to:
 - Appropriately marking all bins containing precious metals
 - Establishing material distribution schedules and procedures to maintain a reliable flow of material to the bins
 - Establishing procedures for the transfer of bin management responsibility that will ensure the proper identification of parts
- Support AF and Gen IV Contractor efforts to have the optimal quantity of material in the bins, the optimal bin location setup, and elimination of unnecessary bins.

11.6.2.3 Site Activation

- Cleaning, organizing, bar coding, and labeling designated material bin location and marking of the bins as required by the Air Force to allow for smooth transition at each site.
- Submit transition specific reports twice per week to Gen IV Contractor, AF, and DLA. Topics include, but are not limited to: personnel, access, order placement, distribution / warehousing, etc.
- Assist the Gen IV Contractor, DLA, and the AF in a smooth transition of each site during scheduled rollouts to ensure a constant level of support at or above current Gen III metric requirements
- Provide inventory reports, gap analysis and source of supply and procurement history to Gen IV Contractor

12 On-Site Security

- The Contractor and its employees shall comply with all Department of Defense and AF security regulations. All representatives of the Contractor and any personnel employed by the Contractor entering the Government installation shall abide by all security regulations of the installation that exist or will come into existence, and shall be subject to such inspections as may be deemed necessary.
- Contractor employees shall wear name tags that identify the Contractor's business name and the name of the employee. In addition, any business pass issued to an employee by the Government shall be in the possession of the Contractor or the employee at all times while at the ALCs. The ALCs reserve the right to direct the removal and or barring of any employee for misconduct or security reasons. Removal of Contractor's employees for

CONTINUATION SHEET

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reasons stated above does not relieve the Contractor from fulfilling its obligations to perform the provisions of this contract.

- Contractor is required to acquire employee identification badges from the ALC security control offices for all their employees engaged in contract performance who, as a part of their employment, must enter the ALCs. No Contractor employee will be permitted entry onto the ALCs unless they have in their possession and wear the prescribed identification badge.
- Lost or damaged access badges shall be replaced at the expense of the Contractor.
- The Contractor is required to submit a DD 254 (Department of Defense Contract Security Classification Specification) for each ALC.

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